City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Meeting Agenda

Monday, November 2, 2015

1:00 PM

City Hall Chambers

Community Redevelopment Agency

1. Call To Order

2. Approval of Minutes

2.1 Approve the minutes of the October 12, 2015 CRA meeting as submitted in written summation by the City Clerk.

3. Citizens to be Heard Regarding Items Not on the Agenda

4. New Business Items

4.1 Approve an Agreement between the Community Redevelopment Agency and the TAFFIE, LLC-Technical Arts Facility for Innovation and Entrepreneurship, a Florida corporation, to provide monthly educational programs to support technology-focused entrepreneurship and small business development in the CRA in the amount not to exceed $25,000 for Fiscal Year 2015-2016, and authorize the appropriate officials to execute same.

4.2 Provide direction on whether or not the Board wishes to enter into a Memorandum of Agreement between the CRA and Clearwater Downtown Events, Inc, a 501© 4 Not-for-Profit Corporation, based upon the program proposal from Ruth Eckerd Hall, for the provision of a schedule of Blast Friday events in the Cleveland Street District for the 2015-2016 season, determine an appropriate level and type of grant support for the Blast Friday season, if any, and authorize the appropriate officials to execute same.

4.3 Accept ULI Priority (P) Project Quarterly Progress Report for the period July 16, 2015 through October 16, 2015, as well as the cumulative expenditure report since Fall 2014.

4.4 Provide authorization to issue the Request for Proposals (RFP) for the Bluff/Coachman Park Master Plan.

4.5 Approve Amendment to ULI 12 Priority (P) Work Program, Reconsider Downtown Design Guidelines, to expand the scope of work to include an update and reformatting of the Downtown Redevelopment Plan to incorporate ULI related implementation projects, programs, and strategies; update character districts; incorporate contents of the Downtown zoning district from the Community Development Code; create minimum standard development; and update design and signage guidelines in the Downtown Redevelopment Plan area.

5. Adjourn

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#15-1847

Agenda Date: 11/2/2015 **Version:** 1 **Status:** Agenda Ready

In Control: Community Redevelopment Agency **File Type:** Minutes

Agenda Number: 2.1

SUBJECT/RECOMMENDATION:

Approve the minutes of the October 12, 2015 CRA meeting as submitted in written summation by the City Clerk.

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Meeting Minutes

Monday, October 12, 2015

1:00 PM

City Hall Chambers

Community Redevelopment Agency

Draft

Roll Call

Present 5 - Chair George N. Cretekos, Trustee Doreen Hock-DiPolito, Trustee Jay E. Polglaze, Trustee Bill Jonson, and Trustee Hoyt Hamilton

Also Present – William B. Horne – City Manager, Jill Silverboard – Assistant City Manager, Rod Irwin – CRA Executive Director/Assistant City Manager, Pamela K. Akin – City Attorney, Rosemarie Call – City Clerk, Nicole Sprague – Official Records and Legislative Services Coordinator

To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.

Unapproved

1. Call To Order

The meeting was called to order at 2:03 p.m. at City Hall.

2. Approval of Minutes

2.1 Approve the minutes of the August 31, 2015 CRA meeting as submitted in written summation by the City Clerk.

Trustee Hamilton moved to approve the minutes of the August 31, 2015 CRA meeting as submitted in written summation by the City Clerk. The motion was duly seconded and carried unanimously.

3. Citizens to be Heard Regarding Items Not on the Agenda – None.

4. New Business Items

4.1 Approve the Interlocal Agreement with the Downtown Development Board (DDB) to provide personnel, administrative and management services during Fiscal Year 2015-2016 in the amount of $65,317 and refund the Community Redevelopment Agency (CRA) tax increment fee of $173,273.

Florida Statutes 163.387 requires all taxing authorities, which includes the DDB, to make an annual appropriation in an amount equal to the incremental increase in the ad valorem revenue within the CRA area. The DDB's increment payment is $173,273 according to the Pinellas County Property Appraiser's

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office. In a spirit of cooperation to further the downtown redevelopment plan, the CRA Trustees executed the first Interlocal Agreement in Fiscal Year 1999-2000 to provide personnel, administrative and management services to the DDB and to refund the difference between the increment payment and the management fee. This is the seventeenth fiscal year that the CRA would enter into the agreement.

Pursuant to Florida Statute 163.01, the CRA and DDB can enter into this agreement in which the DDB agrees to perform certain responsibilities and functions including funding projects and programs consistent with the downtown redevelopment plan. The intent of this agreement is for the DDB and the CRA to work collaboratively on projects and programs that further downtown goals and objectives. The management of the DDB by CRA staff enables the CRA and the DDB to utilize the public dollars more efficiently.

The agreement also outlines the DDB's commitment to financially support the construction, operation and maintenance of the boat slips, docks, boardwalk, promenade and related facilities that were constructed on the Downtown Waterfront. The DDB has made yearly contributions of $50,000 since April 2007. The intent of the DDB is to contribute up to $50,000 a year for 10 years for a total not to exceed $500,000. This is the last year for of this contribution to the operation and maintenance of the boat slips, docks, boardwalk, promenade and related facilities.

The DDB shall pay the CRA $65,317 for the services agreed to in the Interlocal Agreement.
The DDB approved the Interlocal Agreement at their meeting on August 5, 2015.

Economic Development and Housing Director Geri Campos Lopez said this will be the last year the City will receive the DDB's commitment to the downtown boat slips. The DDB approved the agreement on August 5, 2015.

Trustee Jonson moved to approve the Interlocal Agreement with the Downtown Development Board (DDB) to provide personnel, administrative and management services during Fiscal Year 2015-2016 in the amount of $65,317 and refund the Community Redevelopment Agency (CRA) tax increment fee of $173,273. The motion was duly seconded and carried unanimously.

4.2 Approve an Interlocal Agreement between the Clearwater Community Redevelopment Agency (CRA) and the City of Clearwater to provide CRA funding in Fiscal Year 2015-2016 in the amount of $99,600 to underwrite activities in the Clearwater Main Library that support community learning in the areas of Science, Technology, Engineering and Math, entrepreneurship and small business growth and development pursuant to the recommendations of the Urban Land Institute report on economic enhancement of the downtown Clearwater area and authorize the appropriate officials

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to execute same.

The Clearwater Main Library is a partner in the Clearwater Business Spark! ecosystem of organizations working to support the development of entrepreneurship and small business startup in the downtown Clearwater area. This partnership was prompted by the ULI report recommending public/private partnerships to encourage business growth in this area. The Main Library has a prominent position in the CRA area, and will provide education and training in the Business and STEM areas through research opportunities, STEM maker space areas, classes and tutorials and meeting accommodation. The CRA funding will pay one staff member to oversee these functions, assist with additional library hours to make the facility available when needed by the business community and provide educational and training opportunities. Funding will be from the CRA budget.

In response to questions, Library Director Barbara Pickell said a majority of the space will be on the third floor, behind the computer area. The space will encompass a computer lab and a recording studio. Economic Development and Housing Assistant Director Denise Sanderson said Economic Development staff will facilitate the program implementation. Each partner is operating independently from one another and coordinating program delivery and services through Clearwater Business SPARK's Executive Committee and Advisory Board.

Trustee Polglaze moved to approve an Interlocal Agreement between the Clearwater Community Redevelopment Agency (CRA) and the City of Clearwater to provide CRA funding in Fiscal Year 2015-2016 in the amount of $99,600 to underwrite activities in the Clearwater Main Library that support community learning in the areas of Science, Technology, Engineering and Math, entrepreneurship and small business growth and development pursuant to the recommendations of the Urban Land Institute report on economic enhancement of the downtown Clearwater area and authorize the appropriate officials to execute same. The motion was duly seconded and carried unanimously.

4.3 Schedule a Special CRA meeting on Monday, November 2, 2015 from 6:00 p.m. through 8:00 p.m. at the Main Library.

The CRA Executive Director is requesting a Special CRA meeting to hold a joint meeting with the Downtown Development Board, Clearwater Downtown Partnership, and the Clearwater Regional Chamber of Commerce to discuss ULI priorities.

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In response to a question, CRA Executive Director Rod Irwin said he will advise the groups that a meeting has been scheduled and request feedback for items to place on the agenda.

Trustee Hock-DiPolito moved to schedule a Special CRA meeting on Monday, November 2, 2015 from 6:00 p.m. through 8:00 p.m. at the Main Library. The motion was duly seconded.

Ayes: 4 - Chair Cretekos, Trustee Hock-DiPolito, Trustee Polglaze and Trustee Hamilton

Nays: 1 - Trustee Jonson

Motion carried.

5. Trustee Discussion Items

5.1 ULI Update regarding Stakeholders Meeting Agenda - Trustee Jonson

Trustee Jonson said he discussed with the City Manager regarding the meeting structure of the quarterly ULI meetings and suggested that 1) the expected outcome be people leave the meeting with a good feeling, 2) the meeting agenda include a celebration of task completions, 3) discuss partnered sponsored events happening in Downtown, 4) update on the CRA's refocus on the Bluff Master Plan priorities, 5) and share status of what will happen next. He suggested that the PowerPoint presentation be shortened and be provided in a written format. Trustee Jonson suggested that information be provided on the activities related to the Bluff and Coachman Park Master Plan. It was suggested that the meeting room setup be revised so that all in attendance felt they were a part of the discussion.

The City Manager said staff envisions the CRA Executive Director highlight and summarize the strategic item changes, discuss the items raised by the stakeholders, and seek public comment.

The Trustees recessed from 3:24 p.m. to 3:33 p.m.

Discussion ensued regarding an invitation to the Clearwater

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Neighborhoods Coalition to attend the meeting and participate with the other meeting groups.

Trustee Jonson moved to invite the president or vice president of the Clearwater Neighborhoods Coalition to the quarterly ULI stakeholders meeting. The motion was duly seconded and carried unanimously.

5.2 CRA Funding for ULI - Trustee Jonson

Trustee Jonson said he missed the last CRA meeting but had discussed his concerns regarding the ULI allocation with the City Manager. He appreciated the Chair raising the concerns discussed with the City Manager. Trustee Jonson read a transcript of the discussion held on August 31, 2015.

In response to questions, CRA Executive Director Rod Irwin said the consultant referenced at the meeting related to the development consultants staff were investigating at the time. One of the ULI recommendations included retaining an independent development consultant, in addition to the master plan consultant. Staff is looking to appropriate budget for those items that are in the CRA's scope to plan how staff moves forward.

Trustee Jonson expressed a concern that staff create an unrealistic expectation in the public and then run out of money, given the number of items on ULI. The City of St. Petersburg spent $1 million for their plan that excluded the Pier. St. Petersburg had an extensive community outreach component. He suggested that staff provide a conceptual budget for at least the next two years at the next ULI update.

CRA Executive Director Rod Irwin said staff has provided the Trustees with 12 templates that identify the estimated costs as the initial roadmap, including the Bluff Master Plan. The rest of the program is undetermined at this point. For example, staff has discussed the multimodal site with PSTA, who recently informed staff that there is no funding for construction. Since it is identified as a ULI priority, staff may later determine that the City cannot support the initiative if there is no funding, which will cost more than $1 million.

5.3 Downtown Post Office - Councilmember Polglaze

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Trustee Polglaze requested consideration to request the United States Postal Service (USPS) surplus the historic downtown post office site so that the City can pursue a transfer of property for an adaptive reuse of the site. The internet has forced USPS to reconsider its service delivery model and organizational structure. The success of the Capitol Theatre provides the downtown post office site incredible economic opportunity.

Discussion ensued with concerns expressed with requesting the downtown postal office site be closed without identifying a new downtown site and the negative impact it would have on the beach residents if a new downtown site is not identified.

Support was expressed with a comment made that the City of Tampa has repurposed a courthouse.

Trustee Polglaze moved to direct staff to draft a resolution for the next CRA meeting requesting the downtown post office site be declared surplus for the ability to adaptively reuse the site and that there continue to be a downtown post office site. The motion was duly seconded.

Ayes: 3 - Trustee Hock-DiPolito, Trustee Polglaze and Trustee Hamilton

Nays: 2 - Chair Cretekos and Trustee Jonson

Motion carried.

6. Adjourn

The meeting adjourned at 3:42 p.m.

Chair
Community Redevelopment Agency

Attest

City Clerk

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City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#15-1830

Agenda Date: 11/2/2015 **Version:** 1 **Status:** Agenda Ready

In Control: Community Redevelopment Agency **File Type:** Action Item

Agenda Number: 4.1

SUBJECT/RECOMMENDATION:

Approve an Agreement between the Community Redevelopment Agency and the TAFFIE, LLC-Technical Arts Facility for Innovation and Entrepreneurship, a Florida corporation, to provide monthly educational programs to support technology-focused entrepreneurship and small business development in the CRA in the amount not to exceed $25,000 for Fiscal Year 2015-2016, and authorize the appropriate officials to execute same.

SUMMARY:

The Provider will provide a Monthly Educational Program at TAFFIE, located in the CRA area at 1499 Gulf to Bay Boulevard, Clearwater. TAFFIE's Monthly Educational Program includes topics not otherwise available within the CRA and is part of a collaborative, coordinated initiative to deliver services to pre-venture individuals, startup and small- to medium-size businesses.

In consideration for TAFFIE's monthly educational programs, the CRA will pay the TAFFIE a fixed price of $2,083.33 for each event. Payment will be made in quarterly payments in an amount not to exceed $6,250.00 and will be made on January 1, 2016, May 1, 2016, July 1, 2016, and October 1, 2016, following receipt of TAFFIE's quarterly report (Exhibit B).

Support for these technology-based entrepreneurship and small business development programs is provided by the Community Redevelopment Plan, Economic Development Strategic Plan, Urban Land Institute Advisory Services Panel Report (ULI Report), and Memorandum of Understanding (MOU) establishing a partnership by and between the CRA, City of Clearwater, Florida Small Business Development Center at Pinellas County, Clearwater Regional Chamber of Commerce and TAFFIE.

The plans, report and MOU state the following

- Community Redevelopment Plan (2004) -
    - Objective 1E: "A variety of businesses are encouraged to relocate and expand in Downtown to provide a stable employment center, as well as employment opportunities for Downtown residents."
- Economic Development Strategic Plan (2011)
    - Goal 1, Strategy 1.2, Action 2: "Support the development and attraction of software firms to Clearwater.
    - Goal Four: Business Development: Support an entrepreneurship and innovation ecosystem and collaborate with regional partners to market Clearwater to target industries.
- Urban Land Institute Advisory Services Panel Report ("ULI Report") (2014)

  - Recommends the city "attract and support new entrepreneurial small businesses by investing in a technology innovation center or business incubator."
- MOU (2015)
  - Encourages the parties to support collaborative and coordinated approaches to serve pre-venture, startup and small business enterprises in the City of Clearwater and the greater Clearwater area.

Staff recommends approval of the agreement.

APPROPRIATION CODE AND AMOUNT:

Funding for this agreement provided by CRA funding code 388-94868 Technology District Incentives. As of August 31, 2015, the balance in this fund is $255,400.

AGREEMENT

This Agreement for Services to Small Businesses and Entrepreneurs ("Agreement") is hereby made this _____ day of _____, 2015 ("Effective Date"), by and between the Community Redevelopment Agency of the City of Clearwater, Florida ("CRA") and TAFFIE, LLC - Technical Arts Facility for Innovation and Entrepreneurship (a/k/a TAFFIE, the "Provider"), (together, the "Parties") for the purpose of supporting small businesses as well as individuals aspiring to small business ownership.

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

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

WHEREAS, supporting community learning, entrepreneurship and growing small businesses are important activities which help meet certain Objectives established in the Community Redevelopment Plan including Objective 1E, which states that, "A variety of businesses are encouraged to relocate and expand in Downtown to provide a stable employment center, as well as employment opportunities for Downtown residents"; and

WHEREAS, the Community Redevelopment Plan establishes that funds received by the CRA through the use of Tax Increment Financing (TIF) may be used for certain redevelopment activities; and

WHEREAS, the City has adopted an Economic Development Strategic Plan in November 2011 that calls for the creation of a Technology District to facilitate incentives and/or assistance to foster Information Technology (IT)/Software Provider growth in the City's Community Redevelopment Agency area (CRA); and

WHEREAS, the Economic Development Strategic Plan establishes as "Goal Four: Business Development" that the city should, "support an entrepreneurship and innovation ecosystem and collaborate with regional partners to market Clearwater to target industries;" and

WHEREAS, the Provider is a Florida-based corporation that was established to help build the local start-up and technology eco-system by

providing a first class business incubation and co-working facility to support business development in the form of business incubation and business acceleration services attached hereto as Exhibit A; and

WHEREAS, on May 4, 2015, and May 7, 2015, the CRA and the Provider, together with City of Clearwater, a municipal corporation of the State of Florida, Clearwater Regional Chamber of Commerce, and Florida Small Business Development Center (FSBDC) of Pinellas County Economic Development entered into a Memorandum of Understanding to support collaborative and coordinated approaches to serve pre-venture, startup and small business enterprises in the City of Clearwater and the greater Clearwater area; and

WHEREAS, the Urban Land Institute Advisory Services Panel Report ("ULI Report") issued September 2014 recommended the city "attract and support new entrepreneurial small businesses by investing in a technology innovation center or business incubator"; and

WHEREAS, in November 2014, the Provider began operating a technology innovation center and incubator consistent with the recommendations of the ULI Report; and

WHEREAS, the CRA and the Provider desire to enter into an Agreement during the Fiscal Year 2015/2016, outlining the scope of services and responsibilities of the parties; and

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION. The recitals set forth above are incorporated herein in their entirety.

2. RESPONSIBILITIES OF THE PROVIDER.

   A. Services. The Provider will provide a Monthly Educational Program at TAFFIE, located at 1499 Gulf to Bay Boulevard, Clearwater. TAFFIE's Monthly Educational Program may include topics such as, but not limited to:

      i. Start-up Essentials - *Have an idea for a new business, what do you need to do to start your business?*

ii. Product Development - *Have an idea for a product, how do you get it from concept to the store shelves?*

iii. 3D Printing and Maker Tools - *Have an idea for a product, how can you make your prototype?*

iv. Sales - *Nothing happens without sales, how do you get that first deal?*

v. Entrepreneurial Accounting - *No one likes bookkeeping. What has to be tracked and how do you get it done easily?*

vi. Funding Coaching - *Looking for funding, what are funder's looking for?*

vii. Legal Necessities for Entrepreneurs - *Lawyers are our favorite people, how do they help us to stay in business?*

viii. Programming - *Want to create the next killer APP? Come learn how to make it happen.*

ix. Design - *How do you take your idea beyond the imagination? Design it for the real world.*

x. Internet Marketing - *The yellow pages have been dead for years, how do people find you and your business online?*

xi. Brand Building for Entrepreneurs - *How do you build a great brand? How do you turn your brand community into revenue?*

xii. Low-Tech Entrepreneurship - *I don't know anything about technology, how can I build a no-tech business empire?*

B. Scope of Duties:

i. Provide meeting space appropriate for delivery of Monthly Educational Program event

ii. Gather attendance information including name

iii. The Provider shall provide a quarterly report of service with each applicable quarterly invoice. Said reporting shall be in substantially the form attached hereto as Exhibit B.

3. RESPONSIBILITIES OF THE CRA.

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A. As consideration for Provider's performance of Services under this Agreement, the CRA will pay the Provider a fixed price, equal to Two Thousand eighty-three and 33/100 dollars ($2,083.33) for each Monthly Educational Program event as described in Section 2.

B. The payment will be made in quarterly payments in an amount not to exceed Six Thousand Two Hundred Fifty and xx/100 dollars ($6,250.00) to be made on January 1, 2016, May 1, 2016, July 1, 2016, and October 1, 2016

C. Total amount for FY 2015-2016 is not to exceed Twenty-Five Thousand and xx/100 ($25,000).

D. Scope of Duties:

i. Provide in-kind support in the areas of business networking, marketing, partnering, and advocacy.

ii. Participate and promote Provider events as appropriate.

iii. Identify potential clients for the Monthly Educational Program in the Technology District.

iv. Promote the City and Technology District as a destination for early stage technology startups or mid-stage technology companies;.

4. TERMINATION OF AGREEMENT.

A. The failure of either party to comply with any material provisions of this Agreement shall be considered a breach thereof, and shall be cause for termination of the Agreement by giving ninety (90) days advance written notice via U.S. Mail to the other party of its election to terminate pursuant to this provision to the defaulting party.

B. The funds to be used for this Agreement are subject to periodic appropriation of funds by the CRA Board of Directors. Further, any and all obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the CRA for any or all of the obligations in this Agreement, the CRA shall not be obligated to pay for any Services provided pursuant to this Agreement beyond the portion for which funds are appropriated. The CRA agrees to promptly notify Provider in

writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the CRA.

5. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to public records laws.

6. LIABILITY AND INDEMNIFICATION.

A. Neither the CRA nor Provider shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other party. Neither the CRA nor Provider shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The CRA shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by the Provider, whether caused by Provider's negligence or willful action or failure to act.

B. Provider shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the CRA , their officials, officers, employees and agent from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the CRA, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the Provider; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the negligence of the CRA.

7. DUE CRA. Each party to this Agreement represents and warrants to the other party that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this agreement; (ii) each person executing this Agreement on behalf of the party is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.

8. ASSIGNMENT. No party to this Agreement may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.

9. CONTROLLING LAW. This Agreement is entered into pursuant to the laws of the State of Florida, and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Sixth Judicial District, in and for City of Clearwater, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. In the event of any litigation concerning this Agreement, the parties waive all rights to a jury trial.

10. NOTICE. Any notices required under this Agreement shall be in writing and be addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail or by commercial courier service, and shall be deemed to have been given or made as of the date received.

City of Clearwater
Economic Development & Housing
Geraldine Lopez, Director
112 S. Osceola Ave
Clearwater, FL 33756
727-562-4023 or 727-562-4031

Technical Arts Facility for Innovation and Entrepreneurship
Attn: Steve Allen, Founder
1499 Gulf to Bay Blvd
Clearwater, FL 33755
727-460-3744

11. FORCE MAJEURE. Notwithstanding anything contained in the Act or this Agreement to the contrary, and subject to the terms of this Section, the Provider failure to perform its obligations under this Agreement, other than with respect to the payment of money or the giving of any notice required hereunder, shall not be a default, and no disqualification shall occur as a result thereof, if any such failure or delay is due in whole in part to acts of God; acts of public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in renovation or construction at the Facility); civil disturbance; terrorist act; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Facility, over the renovation or

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construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies; discovery of hazardous or toxic materials; failure of the Internet; failure of power, telecommunication, data connectivity or other services to be delivered to the Facility by any third party including any local utility Provider; delays caused by any dispute resolution process; or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required hereunder, or any of its contractors or other representatives, whether or not similar to any of the causes hereinabove stated.

12. CONFLICTING LAW; SEVERABILITY. If a Conflicting Law is enacted after the Effective Date, then the CRA and the Provider, shall meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement providing the CRA and the Provider, with the rights and remedies intended to be provided herein. Nothing herein shall preclude either the CRA or the Provider, from challenging the validity of any Conflicting Law. Each provision in this Agreement is severable. If any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this Agreement shall be unaffected.

13. TERM. The term of this Agreement shall commence on the date of last signatory hereto (the "Effective Date") and, unless sooner terminated, shall continue in force through December 31, 2016.

14. AMENDMENTS. This Agreement shall not be changed except by written instrument signed by all the parties.

15. BINDING EFFECT AND EFFECTIVENESS; REPRESENTATIONS AND WARRANTIES

A. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance.

B. The Provider represents and warrants to the CRA that as of the date hereof and throughout the term of this Agreement:
    i. The Provider is a for profit limited liability Provider, duly organized under the laws of the State of Florida, maintains a place of business within the State of Florida,

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and is validly existing and is doing business in the State of Florida as the Provider,.

ii. The Provider has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;

iii. This Agreement (a) is the lawful, valid and binding agreement of the Provider, in its limited liability name enforceable against the Provider, in accordance with its terms; (b) does not violate any order of any court or other agency of government binding on the Provider,, the charter documents of the Provider, or any provision of any indenture, agreement or other instrument to which the Provider, is a party; and (c) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement or other instrument to which the Provider, in its limited liability Provider name is a party;

iv. The Provider, has not received written notice of any action having been filed against the Provider, that challenges the validity of this Agreement or the Provider's, right and power to enter into and perform this Agreement; and

16. AUDIT OF RECORDS. Provider shall, upon request, permit the City to examine or audit all records and documents related to the Agreement. Provider shall maintain all such records and documents for at least three (3) years following termination of this Agreement.

17. NO THIRD PARTY BENEFICIARY. Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

18. NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT. This Agreement has been prepared by the CRA and reviewed by the Provider and its professional advisors. Provider and the CRA believe that this Agreement expresses their understanding and that it should not be interpreted in favor of either Provider or the CRA or against Provider or the CRA merely because of their efforts in preparing it.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

20. SEVERABILITY. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

21. EFFECTIVE DATE. This Agreement shall be effective on the date of the last signatory hereto.

IN WITNESS WHEREOF, the City and have executed the Agreement as of the date first above written.

TAFFIE, LLC
TECHNICAL ARTS FACILITY FOR INNOVATION AND ENTREPRENEURSHIP

WITNESSES:

Print Name: Martha Levesque

Print Name: Kolleen Martin

By: _____
Steven S. Allen, Founder / MBR

Date: 10-22-2015

Countersigned:

George N. Cretekos
Mayor

CITY OF CLEARWATER, FLORIDA

By _____
William B. Horne II
City Manager

Approved as to form:

Pamela K. Akin
City Attorney

Attest:

Rosemarie Call
City Clerk

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TAFFIE

Technical Arts Facility for Innovation and Entrepreneurship

OVERVIEW

TAFFIE is the **T**echnical **A**rts **F**acility **F**or **I**nnovation and **E**ntrepreneurship. It is a community building organization focused on providing facilities, programs and mentorship to aid local entrepreneurs and those with aspirations to start a new business with the resources needed for them to be successful. TAFFIE's principal mission is to develop the tech community and economy in the City of Clearwater and the surrounding Greater Tampa Bay area.

The fundamental goal of TAFFIE is to help build the local start-up and technology eco-system by providing a first class business incubation and co-working facility. Our community needs a focal point to bring this ecosystem together and in particular our local technology leaders have been lobbying for this kind of initiative for many years to bring awareness and activism to our growing tech business community. By providing a facility where like-minded people can come to share ideas, collaborate with others, gain mentorship, have access to start-up resources and equipment, and availability to capital investment, the local community will experience profound benefits.

New businesses equal new jobs. New technical and manufacturing jobs mean higher wages, higher tax revenues and an overall significant uplifting of the surrounding community. The businesses resulting from new start-ups and the supportive community created by TAFFIE will help to attract new talent and retain existing talent in our area.

Given the key location of TAFFIE in the iDatix building at Gulf to Bay Boulevard (SR60) and Highland Avenue in Clearwater, TAFFIE will be the Gateway to Technology for Clearwater. TAFFIE's central location will provide the essential elements for start-up success:

- Mentorship
- Educational Programs
- Meeting Space
- Co-Working Space
- Maker Space
- Business Coaching
- Referral Opportunities
- Innovation and Manufacturing Development Support
- Networking and Collaborative Connections
- Community and Educational Development
- Creative Programs
- Funding Support
- Part of Vibrant Start-up Community

TAFFIE and the local tech community will help build Clearwater and the surrounding Tampa Bay area's identity to those evaluating expansion within or relocation to the area. It also provides tangible proof for our local educational institutions that their graduates will have local opportunities for high paying jobs. It will aid us in retaining the youthful talent that our educational facilities produce and provide resources for educational experiences in real-world settings beyond the campus.

FOUNDER

Steve Allen, the Founder and principal financer of TAFFIE, has spent his business career in Clearwater and founded his current business, iDatix Corporation the host company of TAFFIE, in Clearwater in May of 2000. His experience provides TAFFIE with strengths and core competencies not available in most incubators: a network of successful CEOs, a strong tech foundation, and the understanding of how to actually grow a tech start-up into a sustainable, multimillion-dollar business.

Mr. Allen has served as a technology business representative on the City of Clearwater's Technology Council since May of 2012, is a founding member of the

Clearwater Technology Alliance and participated in the Urban Land Institute's recent study of Clearwater. He and his company, iDatix, are active in the local educational system as a business partner and sponsor of Kings Highway Elementary School for Innovation and Digital Learning and are developing other programs for both high school and college engagement. His rich business and entrepreneurial experience will be shared, along with many of Mr. Allen's associates, through his direct, hands-on involvement in TAFFIE and its mission.

THE SPACE

With over 8,000 square feet of dedicated space and 6,000 square feet of shared space, TAFFIE provides a Class A co-working facility, conference rooms, training center, event space and maker-space to entrepreneurs and those with a desire to be a part of our growing tech and entrepreneurial community.

TAFFIE's mission is to become the premiere incubator in the Tampa Bay area by providing the most powerful tools, mentorship, and community to local entrepreneurs. TAFFIE aims to create a vibrant, inspiring, creative, and productive environment where entrepreneurs can do their best work—and benefit from the work of others. Creating this type of ecosystem for entrepreneurs is the single best way to support innovation's transition to business.

TAFFIE's philosophy is one of generosity and community. We realize that our success hinges on our ability to attract the best entrepreneurs. This can only be accomplished by providing the most attractive and effective resources for entrepreneurs. The best way to build awareness to the resources of TAFFIE is to provide them to entrepreneurs not yet involved with the program through our programs and hosted events. The startup community is tight-knit, and word travels fast when something awesome enters the ecosystem.

TAFFIE's primary target market is technical entrepreneurs who are in the startup process and are looking to fill competence and resource gaps in order to grow their businesses. With this said, TAFFIE will also be providing general program education to help entrepreneurs from all domains, including a "non-tech" track, on how to be self-employed.

The co-working/incubator space is becoming more crowded with eight or more open in Tampa Bay, but none in the Clearwater area. It's a new industry and in a period of heavy experimentation as incubators search for a way to become sustainable. TAFFIE will strive to learn as much as possible from the "experiments" of other incubators and incorporate the best of these lessons. For instance, mentorship and growth/funding coaching has been proven to be vital, so we have begun gathering a group of CEOs, lawyers, accountants and other professionals that promise to be the single most impactful group of mentors available through any organization in the region.

PRODUCTS & SERVICES

TAFFIE will offer an ever-widening range of services for Start-ups, Makers, Entrepreneurs and our Community.

FREE AND LOW-COST WORKSHOPS, PROGRAMS AND MEET-UPS

TAFFIE will be providing many workshops, programs and meet-up groups to support the technical and entrepreneur community.

CO-WORKING

TAFFIE is located on the 3rd floor of the iconic iDatix building in downtown Clearwater. A general membership to TAFFIE is $100 per month and provides access to the facilities and programs. For $300 a month, entrepreneurs have access to a dedicated desk, common areas, high speed internet, shared conference rooms, event space and maker-space with product development tools. Premium corporate offices are available on the executive fourth floor for $800 per month.

STUDIO AND PRODUCTION SERVICES

TAFFIE offers access to a green screen studio, lighting and a sound studio for only $100 per hour.

MENTORS

TAFFIE's mentor network includes some of the top CEOs in the Tampa Bay area, lawyers that specialize in working with startups, accountants, marketing experts, thought leaders, fundraising coaches, website developers, application programmers and other well-known leaders in the area.

Structure will ensure that entrepreneurs have access to exactly the mentorship they need when they need it. This structure is outlined below:

- **Office Hours:** Mentors will be available for open Q&A sessions on a variety of business and technical topics.
- **Mentor Audit**: Several entrepreneurs will meet with a "board" of mentors who will help guide them through a tough problem.
- **One-On-One**: If an entrepreneur has an especially deep problem that he needs to work through with a mentor, he will be able to set up a meeting to get to the bottom of it.
- **TAFFIE Presents**: Mentors will regularly provide solution-based presentations for TAFFIE members. These will provide just one more forum for entrepreneurs to ask questions and otherwise learn from others. These sessions will be streamed live on the internet to non-members who are hungry for business knowledge.
- **Round Tables:** TAFFIE will host round table discussions for start-up leaders to help each other work through problems. Mentors will also attend these discussions.
- **TAFFIE Groups**: TAFFIE will host group meet-up events for different focus communities and provide the event space for supporting the development of special interest groups within our tech community. For Example, TAFFIE is already hosting the Tampa Bay Inventors Council and Tampa Bay User Interface Development groups.

Mentor-Entrepreneur relationships will evolve over time, and TAFFIE will evolve with them.

THE PATH

Knowing where to start and what needs to be done is critical to the success of a new business. The Path is TAFFIE's program for mentoring qualified new businesses through the start-up process. The Path provides seed capital, mentorship and

follow-on funding for the best of the businesses emerging from TAFFIE. Businesses on The Path will have guidance from a board of mentors who have the experience to guide entrepreneurs through the obstacles they are facing and can provide detailed help to overcome them.

TRAINING

TAFFIE will provide and/or host training that includes:

- Start-up Essentials
- Product Development
- 3D Printing and Maker Tools
- Sales
- Entrepreneurial Accounting
- Funding Coaching
- Legal Necessities for Entrepreneurs
- Programming
- Design
- Internet Marketing
- Brand Building for Entrepreneurs
- Low-Tech Entrepreneurship

TAFFIE is committed to providing relevant training to its resident companies and members. Training partners and programs will be evaluated continuously to ensure it meets our quality and effectiveness standards.

MAKER-SPACE/TOOLS

TAFFIE will offer a unique set of tools to aid in the prototyping of new products including:

- All the equipment necessary to design and test embedded computer controls and electronic devices.
- 3D Printer (Ultimaker 2) allows anyone to quickly see their prototype in the real world.
- Electronic Prototyping and Testing tools.
- CNC Machine, etc.

We have all the tools necessary to prototype physical products. Inventor-Entrepreneurs are able to physically hold what may have been only an idea a week earlier.

TAFFIE FUND

TAFFIE has already secured commitments for funding to invest in promising startups that move through the program and will continue to seek additional commitments.

MARKETING PLAN

TAFFIE operates with a philosophy of generosity. This generosity will be a main driver of participation, revenue and brand awareness.

TAFFIE, in cooperation with other local incubators, co-working facilities and maker-spaces, will promote the local focus and availability for our meeting place, co-working space and incubator services.

TAFFIE will host local meet-up groups for start-ups, entrepreneurs, coders and makers. We will provide meeting facilities for many likeminded groups such as The Tampa Bay Inventor's Council and others to create a flow of potential tenants, members and clients.

TAFFIE founder, Steve Allen, along with many other local community and business leaders, will take a hands-on approach to promoting and hosting entrepreneurial events to drive awareness and participation. This will include seminars, special events, networking functions, start-up round tables and participation in promotional events hosted by other local incubators.

TAFFIE's online content strategy will provide valuable information, reference materials and events for entrepreneurs in our local market and anyone outside of our area for free. This will bring the TAFFIE brand to both local and national outlets. Continual posting of relevant local activities, knowledge and successes will help build the brand of our local community.

In summary, TAFFIE will attract clients by helping them first.

COMMUNITY

LEADERSHIP

TAFFIE is currently organizing local leadership, participants and sponsors to help build the vision, execute a successful launch and provide ongoing operational support. We are currently working with the City of Clearwater Economic Development and Housing Department, Clearwater Regional Chamber of Commerce, Clearwater Technology Alliance, St. Petersburg College, Tampa Bay area incubators and many community leaders, CEO's and investment groups to provide the depth and diversity needed to make TAFFIE a success. We invite anyone with an interest to please become involved and help us to grow the entrepreneurial spirit and opportunities in our local Clearwater community.

A CALL TO ACTION

In June of 2014 the Urban Land Institute (ULI) conducted a study and produced a subsequent report on an approach and initiatives needed to revitalize downtown Clearwater. The ULI Advisory Services Panel Report specifically calls out the need to attract and support a business incubator as a means to help build a vibrant resident population in the downtown area. By supporting an incubator such as TAFFIE, you are supporting local tech job growth for the downtown population and providing the residents with the means and motivation to help with the revitalization of surrounding businesses and real estate. Many of the items identified within the ULI's report are in direct alignment with TAFFIE's mission including:

- Focus on Local Economic Development and Jobs Growth

- Building a City Brand Identity
- Helping to Revitalize Downtown
- Serving Local Citizens
- Growing Beyond a Tourist Economy
- Attracting New Residences and Businesses
- Providing Activities
- Organic Downtown Population Growth
- A Sense of Community Pride and Identity

The ULI report recommends the City of Clearwater "take bold and decisive action in the implementation of a revised downtown development plan" to bring about the desired changes for our downtown. The benefits of a business incubator to a local economy and community are proven. Further, they are a growing resource that leading cities are embracing as a means to help their citizens in our changing economy. There is a distinct evolution taking place with a growing hands-on approach driving innovation and entrepreneurship. We do not want to miss out on this opportunity for community development.

LOCAL IMPACT AND SUSTAINABILITY

TAFFIE is seeking the support of the City of Clearwater, Pinellas County and State of Florida in the form of sponsorship and local program support. This is a long term project, and Clearwater, specifically, is at a deficit in comparison to the communities in Tampa and St. Petersburg. This is an early step to encourage growth to and demonstrate our commitment to revitalizing our downtown community.

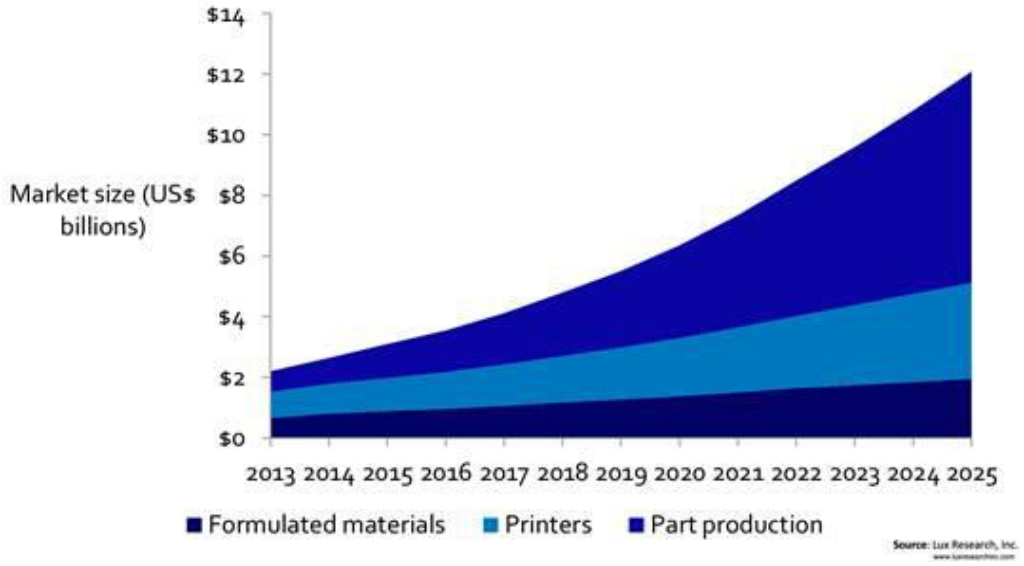
- Research has shown that for every $1 of estimated public operating subsidy provided the incubator, clients and graduates of incubators generate approximately $30 in local tax revenue alone.
  Source: Extrapolated from data in *Business Incubation Works*

- 84% of incubator graduates stay in their communities.
  Source: *Business Incubation Works*

MAKERS EVERYWHERE

TAFFIE wants to be at the heart of the Clearwater Maker Movement. The Maker Movement has exploded in the last five years. In fact, the attendance of the National Maker Faire increased 62% from 2009-2013 and The White House held a Maker Faire in June 2014.

It is estimated that the 3D printing industry will quadruple to $12 billion by 2025.



In 2013, Venture Capitalists invested $848 million into hardware startups, nearly doubling the prior record of $440 million set in 2012.

Crowdfunding is a popular way to help pay for these types of hardware products as well, and there was $480 million paid to crowd-fund products in 2013.

CONTACT

TAFFIE.NET

Steven Allen
Steve@TAFFIE.net

1499 Gulf to Bay Blvd.
Suite 300
Clearwater, FL 33755

727.460.3744

ADDITIONAL INFO

Please visit www.TAFFIE.net

For additional information on the value and growth of Business Incubators please go to:

Florida Business Incubation Association
http://www.fbiaonline.org/index.htm

National Business Incubation Association
http://www.nbia.org/



TAFFIE

WWW.TAFFIE.NET

TAFFIE Quarterly Report and Invoice

Report Date: _____/ _____/ 20_____

Exhibit B

Monthly Educational Program

Event Date: _____ **Event Title: _____**

Summary Description of Program: _____

_____

_____

Number of Attendees: _____ **(Sign In Sheet Attached)**

Monthly Educational Program

Event Date: _____ **Event Title: _____**

Summary Description of Program: _____

_____

_____

Number of Attendees: _____ **(Sign In Sheet Attached)**

Monthly Educational Program

Event Date: _____ **Event Title: _____**

Summary Description of Program: _____

_____

_____

Number of Attendees: _____ **(Sign In Sheet Attached)**

Invoice Amt per Month: $2,083.34

 # Events per Quarter: _____

Total Invoice*: _____

*(not to exceed $6,250.00)

I hereby certify the information provided is true and accurate:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Remit Report and Invoice to:

Audra Aja, Economic Development Coordinator, City of Clearwater - Economic Development & Housing Dept

Email to: audra.aja@myclearwater.com or Fax: 727-562-4075

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#15-1829

Agenda Date: 11/2/2015 **Version:** 1 **Status:** Agenda Ready

In Control: Community Redevelopment Agency **File Type:** Action Item

Agenda Number: 4.2

SUBJECT/RECOMMENDATION:

Provide direction on whether or not the Board wishes to enter into a Memorandum of Agreement between the CRA and Clearwater Downtown Events, Inc, a 501© 4 Not-for-Profit Corporation, based upon the program proposal from Ruth Eckerd Hall, for the provision of a schedule of Blast Friday events in the Cleveland Street District for the 2015-2016 season, determine an appropriate level and type of grant support for the Blast Friday season, if any, and authorize the appropriate officials to execute same.

SUMMARY:

At the time the CRA Board considered funding for the 2014-2015 season of Blast Friday, the Board provided guidance to staff that the existent format was not, in the Board's opinion, accomplishing the economic impact and retail attraction/assistance anticipated. The Board advised staff that a revamping of the program would be a prerequisite for the Board to consider future funding of a "Blast Friday-type" program. Specific changes suggested by the Board included:

- A festival, rather than purely musical event, format;
- Extension of the event the length of Cleveland Street, from Osceola to East ;
- More varied musical program to appeal to a broader demographic;
- Inclusion of Food Truck components;
- Incorporation of Cleveland Street businesses, allowing them to better realize benefit of the events.

CRA staff, the Clearwater Downtown Events, Inc., the volunteer group managing the Blast Friday for the CRA, Ruth Eckerd Hall and Downtown Development Board representatives had discussions concerning a mutual desire of the group to continue the Blast Friday consistent with the CRA Board's direction.

The program schedule and budget were adjusted accordingly in response to those discussions. They represented a significant redirection of the thrust of previous Blast Friday programs and included many, but not all, the components delineated by the CRA Board as a condition for future grant funding consideration. The proposed program schedule for 2015-2016 is consistent with those changes.

However, due to continuing losses incurred by Ruth Eckerd Hall in producing the Blast Friday program, Ruth Eckerd Hall has indicated the request for an increase in CRA and DDB funding

to $100,000 and $25,000 respectively, instead of the $75,000 and $ 17,500 received for the 2014-2015 season. The DDB approved the $25,000 grant request, subject to CRA favorable action to continue the Blast Friday series.

As an alternate, Ruth Eckerd Hall has suggested an option could be to reduce the number of events from seven to five, which would allow CRA financial support to remain at $75,000.
In requesting the increased financial support, Ruth Eckerd Hall has also delineated a group of fees/charges that the city imposes on the events and has suggested that if they could receive relief from these fees up to $25,000, they could likely hold the CRA grant request to the current level. These fees have been an issue in the past, and City sponsorship has reduced the amounts in the past.
Several options are available to the Board:

1) Approve the $100,000 grant request to be paid from CRA funds for the proposed seven event series;
2) Approve the $100,000 grant level, with the $25,000 increase being absorbed by the General Fund as subsidy-of- services and the $75,000 to be paid from CRA funds;
3) Approve the current grant level of $75,000 to be paid from CRA funds , with a revised five event series;
4) Discontinue financial support of Blast Friday;
5) Direct staff to pursue additional discussions with DCE and REH to develop an alternate Blast Friday construct, with no 2015-206 series.

In the context of the current ULI effort, staff believes discontinuance of Blast Friday at this point would be detrimental to the perception of redevelopment. CRA staff also believes a reduction in the number of events would also create the perception of diminished commitment to the redevelopment effort. Absorption of fees/charges by the General Fund, after the city budget has been adopted and without full review of the ramifications would be ill advised.

Approval of the $100,000 grant from CRA funds and the Memorandum of Agreement may be the most advisable course for 2015-2016 seasons, with a subsequent comprehensive examination of the purpose, objectives financing and expected outcomes of a continued Blast Friday initiative, particularly in the context of the ULI Report implementation, preceding any further funding consideration by the CRA.

Staff awaits Board direction and will be prepared to answer any questions you may have at the CRA meeting. Representatives of Downtown Clearwater Events and Ruth Eckerd Hall will also be available.

CLEARWATER COMMUNITY REDEVELOPMENT AGENCY GRANT FUNDING AGREEMENT

Blast Friday

This Grant Funding Agreement is made and entered into this _____ day of November, 2015, between the COMMUNITY REDEVELOPMENT AGENCY, hereinafter the CRA, and CLEARWATER DOWNTOWN EVENTS, INC., a Florida non-profit corporation, hereinafter referred to as the "Downtown Events".

WHEREAS, one of the purposes of the Downtown Redevelopment Plan (the Plan) is to create "a unique place that fosters community interaction and fun... for Clearwater residents and tourists alike." and

WHEREAS, a goal of the Plan is to create "downtown as a memorable place to be enjoyed by residents and visitors that capitalizes on Clearwater's waterfront location, natural resources, built environment and history."; and

WHEREAS, an objective of the Plan is to encourage a variety of visual and performing arts activities and programs within the downtown; and

WHEREAS, the CRA and Downtown Events desire to continue, expand and improve the Blast Friday events on Cleveland Street; and

WHEREAS, The Blast Friday events: 1) support existing retail business viability by creating larger crowds to create dining and retail demand for businesses in the Cleveland Street District; and, 2) provide our retail recruitment efforts with a better customer base to encourage new retailers/restaurateurs to locate in the Cleveland Street District during the current economic downturn; 3) expose additional potential restaurant/retail customers and investors to the Cleveland Street District through attendance at Blast Friday Events; and, 4) support ULI Panel recommendation to create "……a lively Downtown".

WHEREAS, the CRA has determined that is necessary to provide a $ grant to partially underwrite the production and management of a 2015-2016 season of the Blast Friday.
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ARTICLE I. TERM

The term of this agreement shall be for a period of eight (8) months commencing on November 3, 2015 and continuing through June 30th, 2016 (the "Termination Date"), unless earlier terminated under the terms of this agreement.

ARTICLE II. RESPONSIBILITIES OF DOWNTOWN EVENTS

1) **Services to be Provided.** Downtown Events shall develop, produce and manage a 2015-2016 season of Blast Friday signature events to promote Cleveland Street as more fully described in Exhibit A. Such events shall be coordinated with the CRA Executive Director to ensure that the programming is consistent with the intent of the grant.

2) **Scheduled Reports of Activities.** Downtown Events shall furnish the CRA a financial report and accounting of the use of the CRA funds quarterly and at the end of the 2015-

2016 season. The financial report is to set forth the total cost of operations provided, and the detailed account of costs funded in part by the CRA.

3) **Use and Disposition of Funds Received.** Downtown Events shall deposit the CRA grant funds in a dedicated, segregated account to be used for Blast Friday events only. Funds received by Downtown Events from the CRA shall be used towards the payment of expenses attendant to Blast Friday events only.

4) **Other Funding.** Downtown Events has received DDB funding in the amount of $25,000 contingent on CRA funding.

5) **Creation, Use and Maintenances of Financial Records.**

   a) **Creation of Records**. Downtown Events shall create, maintain and make accessible to authorized CRA representatives such financial and accounting records, books, documents, policies, practices and procedures necessary to reflect fully the financial activities of Downtown Events. Such records shall be available and accessible at all times for inspection, review or audit by authorized CRA personnel, and shall be made available in accordance with Chapter 119, Florida Statutes (Public Records) and other applicable law.

   b) **Use of Records.** Downtown Events shall produce such reports and analyses that may be required by the CRA to document the proper and prudent stewardship and use of the monies received through this agreement.

   c) **Maintenance of Records.** All records created hereby are to be retained and maintained for a period not less than five (5) years from the close of the applicable fiscal year.

6) **Non-discrimination.** Notwithstanding any other provision of this agreement, the Downtown Events for itself, agents and representatives, as part of the consideration for this agreement does covenant and agree that:

   a) **No Exclusion from Use.** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the operation of this program on the grounds of race, color, religion, sex, handicap, age or national origin.

   b) **No Exclusion from Hire.** In the management, operation, or provision of the program activities authorized and enabled by this agreement, no person shall be excluded from participation in or denied the benefits of or otherwise be subject to discrimination on the grounds of, or otherwise be subjected to discrimination on the grounds of race, color, religion, sex, handicap, age, or national origin, except that age may be taken into consideration to the extent that the age of an employee is a bona fide occupational qualification, as permitted by law.

   c) **Breach of Non-discrimination Covenants.** In the event of conclusive evidence of a breach of any of the above non-discrimination covenants, the CRA shall have the right to terminate this agreement immediately.

7) **Liability and Indemnification.** Downtown Events shall act as an independent contractor and agrees to assume all risks of providing the program 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 Downtown Events activities or those of any approved or unapproved invitee, contractor, subcontractor, or other person approved, authorized, or permitted by Downtown Events 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.

8) **Compliance with Laws.** Downtown Events 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 Downtown Events shall comply in a timely manner or CRA may terminate.

ARTICLE III. RESPONSIBILITIES OF THE CRA

1) **GRANT.** The CRA agrees to a one-time grant in the amount of $100,000 to Downtown Events to partially fund the costs incurred in providing the activities authorized by this agreement as provided in Exhibit A hereto.

ARTICLE IV. 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.

2) **Disposition of Fund Monies.** In the event of termination for any reason, monies provided to Downtown Events by CRA but not expended in accordance with this Agreement shall be returned to the CRA within 30 days of demand.

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 Clearwater Downtown Events,Inc. addressed to: William Sturtevant

President
Clearwater Downtown Events, Inc
P.O. Box 472
Clearwater, FL 33757

2) If to CRA, addressed to: Executive Director, CRA
P. O. Box 4748
Clearwater, FL 33758-4748

With copies to:

City Attorney
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 _____, 2015.

Countersigned:

_____
George N. Cretekos
Chairman

Approved as to form:

_____
Pamela Akin
City Attorney

Community Redevelopment Agency

_____
Rod Irwin
Executive Director

Attest:

_____
Rosemarie Call
City Clerk

CLEARWATER DOWNTOWN EVENTS, INC.

By: _____
William Sturtevant
President

Attest:

_____

September 15, 2015

Rod Irwin
Assistant City Manager
P.O. Box 4748
Clearwater, FL 33758

Re: Blast Friday

Dear Rod,

I have enclosed materials summarizing this year's Blast Friday program.

Bobby Rossi and I would love to meet with you to review last season and talk about what is to come.

Regards,

Zev Buffman
President and CEO

RUTH ECKERD HALL

RICHARD B. BAUMGARDNER CENTER FOR THE PERFORMING ARTS

SUMMARY OF 2015 BLAST PROGRAM

I. Objectives for 2015

In September of 2014, Ruth Eckerd Hall met with city staff, public officials and representatives from the downtown community to discuss the future of Blast Friday and Ruth Eckerd Hall's role as producer of these events.

There was agreement that the events were drawing up to 4,000 per Blast and some concern the program was perhaps drawing too many people or the wrong demographic to the downtown. There were conflicting opinions that the target audience should be locals who would regularly patronize downtown businesses versus the target audience should be from the wider area to introduce them to downtown Clearwater. Ruth Eckerd Hall asserted that the sizable attendance was necessary to offset the cost of the event. There was a suggestion to bring less expensive local artists to reduce costs rather than nationally recognized names. With mixed opinions as to desired budgets, attendance, and the expectations of community stakeholders, discussion centered on clarity of goals to insure a successful program for 2015.

City staff, representatives and local merchants put forth the following objectives:

- Extend the festivities beyond the 400 block on a regular basis.
- Provide promotional opportunities for local merchants and businesses to participate.
- Vary the location of the main stage.
- Provide a variety of activities that encourage foot traffic.
- Appeal to different ages and music tastes.
- Bring in specialty food trucks.

II. Deliverables

- Ruth Eckerd Hall produced seven themed events:
  - ***Miracle On Cleveland Street*** - Largest signature holiday festival in the county with a skating rink, ice slides, train rides, Santa & Mrs Claus, life-sized Gingerbread House, snowfall, inflatables, strolling Carolers, Little River Band, and the list went on.

- ***Winter of Love*** with The Family Stone - A Hippie festival with tie-dye galore. Introduced Blast Bingo, the "Junque Hippie Bus" (a rolling retail shop filled with Hippie merchandise), a VW Car Show and featured a 60s Album Chalk Contest.
- ***Cruisin' at The Capitol*** with The Black Honkeys – A Classic Car Show paired with a Funk, Soul, R&B, Blues concert. Followed by a screening of *"Bullitt"* with its infamous car chase sequence.
- ***Welcome Back Baseball*** with Mindi Abair – Themed games for the kids and giveaways from the Phillies, Blue Jays, Threshers, Rays, and Yankees. Several baseball legends came out to sign autographs followed by a screening of *"A League of Their Own*".
- ***We're Having a Party*** with Southside Johnny & the Asbury Jukes – a Clearwater Centennial celebration with Birthday Cake for everyone!
- ***Rockin' By the Water*** with John Cafferty – Spring Break themed rock n' roll party followed by a screening of *"Eddie & The Cruisers*".
- ***Home Cookin'*** with the Greg Billings Band and Stormbringer – featured local gourmet and organic specialties and craft beers. Upcoming local teen talent performed before the main homegrown acts.

- All of these events extended beyond the 400 block, including Station Square (Miracle) and the Harborside parking lot (Cruisin' at the Capitol).
- Ruth Eckerd Hall's marketing staff actively solicited participation and partnerships with local businesses. Prize giveaways highlighted area retailers. The Clearwater Marine Aquarium partnered significantly on several Blasts providing free activities and giveaways. A scavenger hunt encouraged families to visit downtown businesses who agreed to participate. We also balanced placement of food vendors with local eateries to minimize direct competition for them.
- The main stage was alternated between the Osceola and Fort Harrison intersections. Miracle included impromptu street performers along the Cleveland corridor.
- Added activities included Blast Bingo!, art exhibit and auction, scavenger hunt, student performances, VW car show, and a 14 foot Gingerbread House.
- Entertainment included popular music from the 60s, 70s, 80s, 90s and contemporary jazz. Each event also included activities for children to encourage families to attend.
- Specialty food trucks serving Italian, Mexican, BBQ , Gourmet Wings and a 50's Diner on wheels, in addition to the regular vendors selling hot dogs, chicken, pizza, gyros and treats.

III. The Numbers

Attendance: ***Miracle*** set a city record of 10,000, ***Cruisin' at the Cap*** drew 5,000, ***Blast Friday*** averaged 3,500.

Gross Sales Revenue: $32,960

Sponsor In-Kind Value: $265,500

REH Contributed Cash and Services: $70,940

CRA and DDB Contributed Cash: $92,500

Cost of City Services: $27,085

Participating Merchants: 17

- Anytime Fitness
- Baystar Restaurants
- Bob & Daughter Produce
- Chiang Mai Thai
- Clearwater Marine Aquarium
- Clearwater Travel
- Daddy's Girl Deli
- Eye Shop
- Gala's Gelateria
- Gioffre
- Kara Lynn's Kitchen
- MJ Gift Basket
- One Stoppe Shoppe
- Starbucks
- Studio Six One Seven
- Tony's Pizza / Capitol Beer House
- The Path Bycycle & Ride Shop

IV. What worked - What didn't

- **Themes** – The response to the themes was positive. Some naturally drew more families than others. While we attempted to choose the artist to fit the theme, this year we will set the theme after we book the artist to give us more flexibility to take advantage of the best booking opportunities.
- **Ft. Harrison Intersection** – Placing the stage at Ft Harrison and Cleveland provides more access to nearby vendors and is a good option although it carries higher cost to produce.
- **Blast Bingo –** Players enjoyed getting out of the heat and playing Bingo inside the Capitol for free prizes donated by Ruth Eckerd Hall and area businesses. Some people were more curious about the theater itself. Staff and volunteers answered many questions about its history. This was a simple, low-cost way to add fun, introduce visitors to the theater and highlight downtown merchants.
- **Craft Beers –** This year we welcomed both Cigar City Brewery and Dunedin Brewery as partners. In-kind donations of product (Cigar City) and equipment/labor (Dunedin Brewery) resulted in savings.

- **Art Component** – While creating our own art contests did not draw many participants, the one partnership we tried worked very well. To that end, we will continue to partner with local art non-profits and school programs to display art at Blast Friday.
- **Miracle** – A complete success with more attractions than ever before, strong support from the CMA, record attendance and controlled costs comparable to previous years.
- **Cruisin' At The Cap** – The first Cruisin' at the Cap was held in January 2014 as part of the Capitol's Grand Re-Opening with Jay Leno. This second one was held on a Sunday afternoon "Blast-style" in February 2015 and proved it is a stand-alone event with the power to draw over 200 exhibitors and 5,000 fans.
- **Vendor Feedback** – Vendors were disappointed not to be in the immediate area of the stage. Despite our attempts to create additional interest and draw people to canvas the other blocks, once the artist takes the stage, the crowd naturally congregates in that area. Vendors on the other blocks said they may not be back.
- **Dead Zones** – The 500 and 600 blocks had few open businesses in the evening. This made it more difficult to make those areas welcoming even with vendors spread across. Depending on the theme, this is where we intentionally placed the more interesting non-stage activities (spin the wheel for a prize, bounce house, art show, autograph booths, etc.)
- **Second Stage** – Originally, we hoped to place a second stage to disperse the crowd and increase foot traffic. However after exploring the available resources from Parks & Rec and in-house, we estimated that the cost of renting the second stage, a generator, lighting and sound equipment, and technicians, would add an additional $6,000 in expenses.
- **New Expenses in 2015** – Extending the event to additional blocks means more equipment, security and police. For the first time, we were told a fire marshal and EMS should be on-site for the events. Previously the fire marshal would inspect the site and depart. The event is made larger to include more blocks, requiring additional vendors and activities, increasing staff time, labor and city services costs while attendance and sales revenue stays the same.




THEATRE
CAPITOL THEATRE



SNOW FALL ON CLEVELAND STREET





MAKE YOUR OWN S'MORES



TRAIN SERVICE BETWEEN STATION SQUARE & THE OSCEOLA ICE RINK



WINNERS OF THE SCAVENGER HUNT BICYCLE GIVEAWAY

BLAST FRIDAY
MIRACLE ON CLEVELAND STREET
CRUISIN' AT THE CAP
Presented by Ruth Eckerd Hall, Inc.

PURPOSE
The purpose of the festival series is to consistently attract residents and visitors to downtown Clearwater to showcase the district's assets and foster economic growth. Ruth Eckerd Hall in conjunction with the City of Clearwater and the Downtown Development Board has continued to steward and strengthen the Blast Friday brand launched in 2009, as well as produce other signature events that establish the downtown as a destination for Tampa Bay area residents and visitors.

SUMMARY
Ruth Eckerd Hall's programming, production and marketing expertise delivers a level of quality to outdoor festivals consistent with the Ruth Eckerd Hall brand. Demonstrated results include consistent crowds of 3,500-4,000 for ***Blast Friday***, the growth in popularity of ***Miracle on Cleveland Street*** that set an attendance record of 10,000 this past year and the signature vintage car show ***Cruisin' at the Cap*** that drew 5,000 visitors in its second year. While the momentum is palpable and the model is growing in creativity with new themes, partnerships and activities, we also recognize the work as a service to the downtown done in the spirit of fulfilling a duty to support our community as its entertainment partner. Ruth Eckerd Hall, Inc. views it as an investment in a viable, healthy future for the downtown district.

Early commitment from our sponsors and partners directly affects our level of success in producing a quality experience:

- ✓ **Community awareness** – individuals and families can mark the dates on their calendar, get excited about the performances and themed events and spread the word to others in the community. We also opened promotional opportunities for other community non-profits this year.
- ✓ **Vendors –** ability to attract quality vendors that are more willing to commit for the entire series.
- ✓ **Retailers –** will have the information to promote the event and plan promotional opportunities, special discounts, etc.
- ✓ **Media / Media partners –** will have the information to include in more listings and ability to approach potential media / radio sponsors. Having Cox Radio as a partner enabled us to secure the appropriate station support whether it is a country, oldies, R&B or rock artist.
- ✓ **Sponsors –** a confirmed list of concerts and themed events allows you to sell and "experience" and gives the sponsors higher and more frequent media visibility. We welcomed a new sponsor, Cigar City Brewery, this year.
- ✓ **Artists –** early solicitation and confirmation of artists capitalizes on artist availability and the ability to leverage marketing plans.
- ✓ **Activities –** ability to provide low cost or free activities based on the event theme is often limited by time and scheduling constraints. Creativity breeds ideas and implementing ideas (especially low cost ones) takes time.

Ruth Eckerd Hall will be directly responsible for directly booking the performances, producing, marketing and managing the events. Themes will be announced once entertainment is contracted.

We are seeking both cash support from the Community Redevelopment Agency in the amount of $100,000 as well as sponsorship support in the waiver of traffic rental fees and providing services at cost.

TENTATIVE SCHEDULE

The suggested dates for the seven events are as follows:

1. December 5, 2015 (Miracle)
2. January 29, 2016
3. February 7, 2016 (Cruisin' at the Cap)?
4. February 26, 2016
5. March 25, 2016
6. April 29, 2016
7. May 27, 2016

Events will again be themed depending on artist availability and sponsorship tie-ins, and with the objective to provide a variety of entertainment for different ages and tastes.

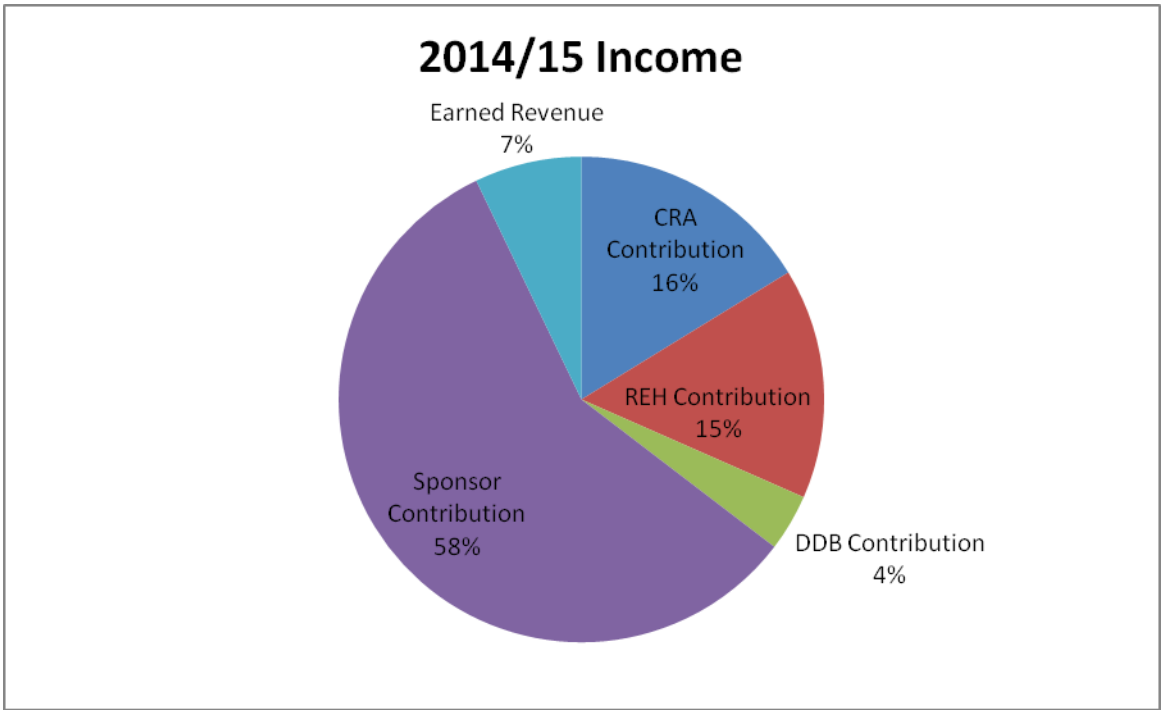
FINANCIALS

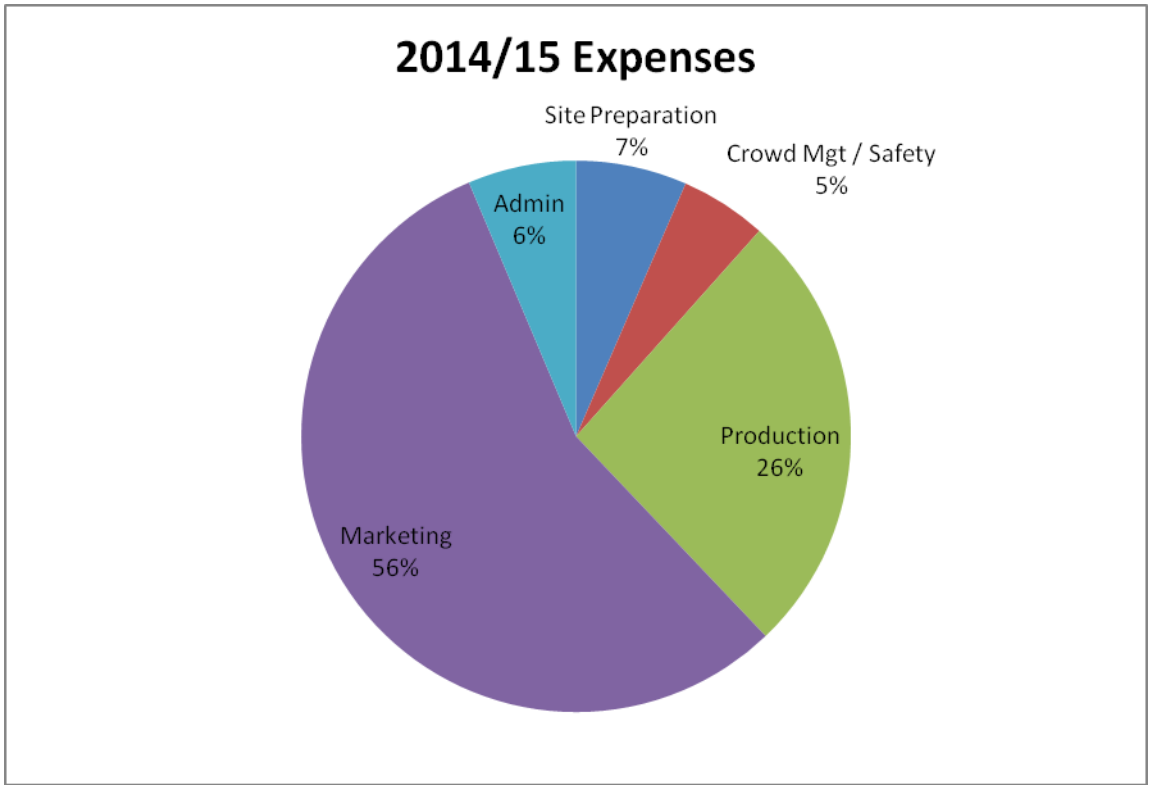
The cost to present, produce and manage the seven events (including Miracle) is estimated to $478,500 of which $299,000 is secured in in-kind sponsorships and Ruth Eckerd Hall contributions. As the largest reaching and costliest to produce, the deficit for Miracle is $37,500. Ruth Eckerd Hall Inc. will again donate management and production services in excess of $32,000 including booking, marketing, promotions, public relations, design work, sponsor solicitation and service, accounting, volunteer management, etc. It is estimated that each blast requires 140 hours of staff preparation and planning before the day of event in the height of season.

We sincerely thank our sponsors who include the DDB, the CRA and the Clearwater Parks & Recreation Department and while our media partners continue to be generous, the cost of hosting a free public event (while meeting the challenge to do it over a larger area and broaden the appeal) requires a financial commitment that is beyond Ruth Eckerd Hall's resources alone.

In addition to the $100,000 request of the Community Redevelopment Agency, the city of Clearwater sponsorship and cash support of the Downtown Development Board ($25,000 request), as well as the ongoing in-kind advertising support from Brighthouse, the Tampa Bay Times and Cox Media are critical to the effort.

Since 2010, Ruth Eckerd Hall Inc. has contributed over $250,000 to produce Blast Friday and Miracle on Cleveland Street. While we feel the mix and number of events is proving successful, there must be a determination by stakeholders that regularly drawing thousands of pedestrians into the district, the promotional value of the Blast Friday brand and the long term developmental impact for the City and the downtown in particular, is worth their investment.


2014/15 Income
Earned Revenue
7%
CRA
Contribution
16%
REH Contribution
15%
DDB Contribution
4%
Sponsor
Contribution
58%


2014/15 Expenses
Site Preparation
7%
Crowd Mgt / Safety
5%
Admin
6%
Production
26%
Marketing
56%

Projected Results 2014-2015 (as of 5/1/15)

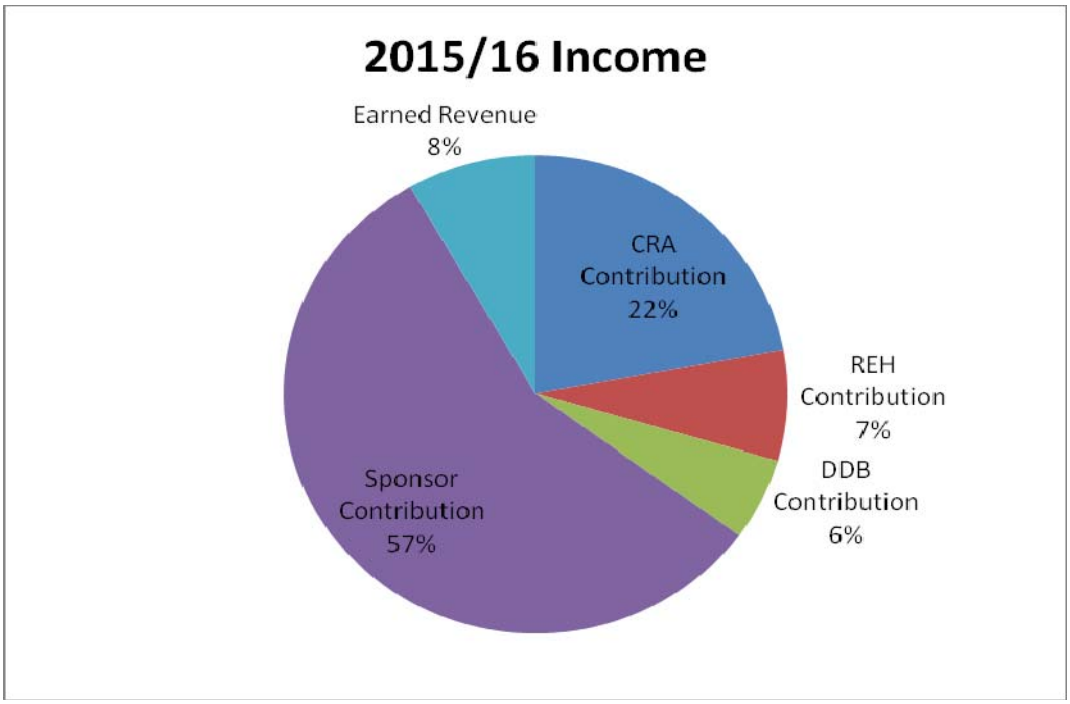
REVENUE CATEGORY/Description		
CASH CONTRIBUTED	$	
Clearwater Redevelopment Agency		75,000
Downtown Development Board		17,500
Ruth Eckerd Hall, Inc.		41,540
IN-KIND CONTRIBUTED	$	
Sponsorships In-Kind		265,500
Ruth Eckerd Hall In-Kind		29,400
EARNED		
Beverage Sales/Vendor/Misc		32,960
TOTAL REVENUE	$	**461,900**
EXPENSE CATEGORY/Description		
SITE PREP		
Permits	$	30,100
Equipment Rental		
Portalets		
Dumpster / Trash Service		
Site Clean-Up		
Misc (Signage, electricity, etc)		
CROWD SAFETY	$	23,500
Police /EMT/Fire Marshall		
Security		
Traffic Control Devices/Barricades		
Event Insurance		
PROGRAMMING	$	121,500
Artist Fees		
Stage Equipment/Technicians		
Lodging/Catering		
Transportation/Runner		
MARKETING	$	257,500
Media Ads – Radio, TV, Print		
Printing		
Event Photographer		
ADMINISTRATION	$	29,400
Booking & Contract Management		
Event & Volunteer Management		
Public Relations		
Graphic Design		
Website & Email Support		
Sponsor Solicitation & Support		
Finance & Administration		
[1]TOTAL EXPENSES	$	461,900
NET SURPLUS (DEFICIT)	$	**-0-**

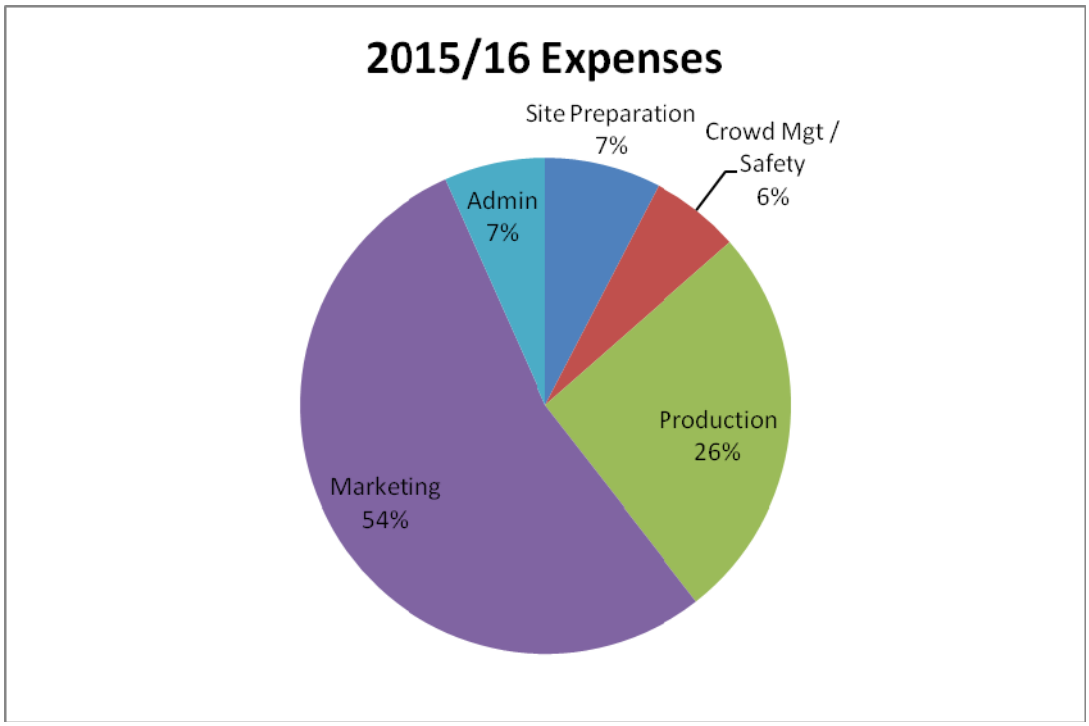
[1] Reflects reduced expenses from March Blast moving indoors

Proposed Budget 2015-2016 (assuming funding requests granted)

REVENUE CATEGORY / Description		
CASH CONTRIBUTED	$	
Clearwater Redevelopment Agency		100,000
Downtown Development Board		25,000
IN-KIND CONTRIBUTED	$	
Sponsorships In-Kind		267,000
Ruth Eckerd Hall In-Kind		32,000
EARNED		
Beverage Sales/Vendor/Misc		37,500
TOTAL REVENUE	$	**461,500**

EXPENSE CATEGORY / Description		
SITE PREP		
Permits	$	36,500
Equipment Rental		
Portalets		
Dumpster / Trash Service		
Site Clean-Up		
Misc (Signage, electricity, etc)		
CROWD SAFETY	$	28,300
Police /EMT/Fire Marshall		
Security		
Traffic Control Devices/Barricades		
Event Insurance		
PROGRAMMING	$	124,000
Artist Fees		
Stage Equipment/Technicians		
Lodging/Catering		
Transportation/Runner		
MARKETING	$	257,700
Media Ads – Radio, TV, Print		
Printing		
Event Photographer		
ADMINISTRATION	$	32,000
Booking & Contract Management		
Event & Volunteer Management		
Public Relations		
Graphic Design		
Website & Email Support		
Sponsor Solicitation & Support		
Finance & Administration		
TOTAL EXPENSES	$	478,500
NET SURPLUS (DEFICIT)	$	**(17,000)**


2015/16 Income
Earned Revenue
8%
CRA
Contribution
22%
REH
Contribution
7%
DDB
Contribution
6%
Sponsor
Contribution
57%


2015/16 Expenses
Site Preparation
7%
Crowd Mgt /
Safety
6%
Admin
7%
Production
26%
Marketing
54%

Contact Information

Zev Buffman
President/CEO, Ruth Eckerd Hall Inc.
727.712.2704

Bob Rossi
CPO/Executive VP of Entertainment, Ruth Eckerd Hall Inc.
727.712.2709

Susan Crockett
CIO/VP of Operations, Ruth Eckerd Hall Inc.
727.712.2757

Lori James
CFO/VP of Finance, Ruth Eckerd Hall Inc.
727.712.2762

BLAST FRIDAY Partnership Opportunities

Partner ~ $2,500 Cash

- 10x10 spot
- Banners (up to 2)
- Stage Announcements

Street Sponsor ~ $5, 000 Cash

- 10x10 spot
- Banners (min of 2)
- Stage Announcements
- Logo inclusion on print collateral including flyers, posters, emails, website

Title Sponsor ~ $10,000 and/or $5000 cash with $10,000 in-kind

- 10x10 spot
- Banners (min of 2)
- Stage Announcements
- Logo inclusion on print collateral including flyers, posters, emails, website, ads, TV, radio.

Miracle on Cleveland Street

Snowflake Sponsor ~ $2,500 Cash

- 10x10 spot
- Banners (up to 2)
- Stage Announcements

Silverbell Sponsor ~ $5,000 Cash

- 10x10 spot
- Banners (min of 2)
- Stage Announcements
- Banner located on one of the featured attractions (Snow Slide, Ice Rink, etc)
- Logo inclusion on print collateral including flyers, posters, emails, website.

	Per Event	
Was Included with City Sponsorship		
Tread Tracks	270	
Barricades	450	
Traffic Signaling Devices	1500	(I believe this is w
Stage Rental	200	
	2420	

Paid for Services & Equipment		
Labor - Stage Removal OT	460	
Labor - Trash Maintenance OT	1000	
Labor - City Support Staff	350	
Labor - Fire Marshal OT	250	
Labor - Police	1702	avg w/Miracle
Electricity	150	
2 Risers	50	
8 yd Dumpster	100	
10 Tables	60	
6 Tents	150	
	4272	

Total Covered by City Sponsorship (7 events)	16940
Total Paid for Services/Equip (7 events)	29904
	46844

CLEARWATER DOWNTOWN PARTNERSHIP, INC.

a 501(c)(3) nonprofit corporation

Executive Board

Interim Chair
Grant Wood

Vice Chair
Lisa Mansell

Treasurer/Secretary
Stu Sjouwerman

Directors
David Allbritton
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Matt Becker
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Zev Buffman
Matt Crum
Frank Dame
Bud Elias
Brad Gross
Daniels Ikajevs
Eleanore Lyda
Elaine Mann
Dev Pathik
Jason Stanard

October 28, 2015

Mayor George Cretekos and Councilmembers
Office of the City Council
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Dear Mayor Cretekos and Councilmembers,

I am writing to you in connection with the Blast Friday agenda item on the upcoming CRA meeting on November 2, 2015. As you may be aware, Blast Friday spurred from an initiative that the CDP initially started as a smaller street concert seven years ago originally named 4th Friday, and patterned off the First Friday event in St. Petersburg.

Blast Friday is a critical component to the revitalization efforts of downtown Clearwater. It brings people from around the area to downtown that would not have ordinarily been exposed to downtown. It provides an additional level of confidence for investment by new restaurants, entertainment venues and retailers, and as they begin to move in, it stimulates the people that come downtown for the event to come back on non-event nights. This process occurs organically and over time. If you travel to St. Petersburg on a Frist Friday event night today, you will find that the concert itself has become a small component of the overall experience. The business and arts community are all benefitting from a significant increase in the population of downtown during that time and gain exposure they would not otherwise have. This was driven as a direct result of maintaining consistency in the hosting of the First Friday events.

The Clearwater Downtown Partnership is a non-profit organization made up of downtown property owners, business owners and other stakeholders interested in the revitalization efforts of downtown Clearwater and the Cleveland Street District. Our members are heavily vested in the CRA appropriations and highly encourage the CRA to approve and invest fully in the Blast Friday events proposed for the 2015-2016 season.

Best Regards,

Grant Wood
Interim Chair
Clearwater Downtown Partnership, Inc.

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#15-1828

Agenda Date: 11/2/2015 **Version:** 1 **Status:** Agenda Ready

In Control: Community Redevelopment Agency **File Type:** Action Item

Agenda Number: 4.3

SUBJECT/RECOMMENDATION:

Accept ULI Priority (P) Project Quarterly Progress Report for the period July 16, 2015 through October 16, 2015, as well as the cumulative expenditure report since Fall 2014.

SUMMARY:

Staff committed to the CRA Board, as a part of the ULI Advisory Panel Report Implementation activities that the Board would be provided with quarterly updates on the status of Priority (P) implementation items, as well as a compilation of total expenditures to date on ULI Report activities across all funding sources. The expenditures report is inclusive of all expense, on an accrual basis, since last fall.

Projects Update:

To summarize, the status of the 13 Priority (P) projects are as follows:

5 Projects completed:

- TIF Bonds Examination
- Create Stakeholder Advisory Group
- Development Parcel Marketing
- Boost Downtown Library to Support Redevelopment
- Attract Incubator/Support Entrepreneurial Ecosystem

6 Projects on schedule:

- Comprehensive North Marina Master plan
- Master Development plan for Bluff/Coachman/Waterfront
- Enhance Gateways to Downtown/East Gateway
- Mercado in East Gateway
- Review Downtown Design Guidelines
- Use Harbor Bridge as Aesthetic Gateway

2 Projects Delayed:

- Comprehensive Boating Plan for Clearwater Harbor
- Comprehensive Branding Initiative

In addition to the council-designated priority projects, two additional ULI projects have been addressed : 1) Create a Water Taxi/Ferry Service (ULI 4), with the City facilitating this project

with access/egress improvements in the amount of $24,185; and 2) Ensure Environmental Integrity of Clearwater Harbor(ULI 2), with Marine and Aviation successfully obtaining the Clean and Resilient Marina designation from the Florida Department of Environmental Protection, acknowledging appropriate policies and safeguards are in place to ensure the environmental integrity of Clearwater harbor.

Expenditure Update:

With respect to the financial expenditure report, on an accrual basis, $ 576,861 has been spent on ULI projects since September and through October 16. The largest percentage of that expenditure has come from General Fund Reserves: $ 374,004. The balance has come from departmental general fund budget allocations, CRA operating budget allocations and/or the recently-established CRA ULI Project Account.

The preponderance of expenditures/commitments to date are attributable to four projects: 1) North Marina Master Plan,$ 97,372; 2) Library STEM Center build out and staffing, $177,509; 3) Comprehensive Boating Plan, $59,975: and 4) Entrepreneurial Ecosystem Support, $100,000.

Staff has provided a spreadsheet delineating expenditures by ULI Project category and funding, as well as delineating charges /commitments against the $500,000 General Fund account for ULI. Beginning with the next quarterly report, a similar sheet will be provided for the $1,000,000 CRA ULI Project Account. Currently, there is a $99,600 charge to fund the Library-STEM Interlocal Agreement pending posting by Finance.

The ULI Implementation Team will be available at the November 2, 2015 CRA meeting to answer any questions on program status or expenditures.

ULI Implementation Work Program Summary-11-2-15 Priority Items		
Action Item-ULI 1	Create a Comprehensive Boating Plan for Clearwater Harbor	
Staff Recommendation	Support: 1) Engage a qualified consultant to prepare the foundation of a plan to establish Clearwater as a Major Boating Center 2)"Knit together" the "Downtown Plan and the North Marina Basin Plan along with adjacent areas	
Lead Department	Marine and Aviation	
Timeframe	6 Months	
Cost	-. $59,975.00	
Source of Funds	General Fund Reserves	
Staff Lead (and support)	Bill Morris a. Gerri Campos b. Michael Delk c. Ed Chesney	
Supporting Departments	• Planning and Zoning • ED&H • Engineering (environmental) • Library • Parks and Recreation	
Anticipated Deliverables	Comprehensive Boating Plan for Clearwater Harbor, to include: 1) necessary components of successful "boating center" in ULI context; current components inventory; components currently missing; "order of magnitude" costs for missing components and Plan ; regulatory issues likely to be involved in Plan implementation.	
Activities to be Conducted	Develop and Issue RFP	March-April2015
	Select consultant	May 2015

	a. Online open survey to capture participants not able to interact with consultant	Oct - Nov
	b. Consultant study period and community engagement August - November Conducted in person surveys at Super Boat race with tenant and transient boaters prepared comparable location data, regulatory and environmental constraints	
	Consultant Report	December, 2015
Status: <u>Delayed</u> 60 Days	Delay necessitated by extended negotiation of consultant scope of work, as well as medical leave by Director. Public meetings delayed until after council return to work on 2 November to allow council member participation if desired. Will not delay information “crosswalk” for North Marina Plan	

ULI Implementation Work Program Summary- 11/2/15 Priority Items		
Action Item-ULI 5	Create Comprehensive North Marina Master Plan	
Objective	Update 10 Year Old Special Area Plan to Reflect Current Conditions and Create Framework to Facilitate Development and Investment in Plan Area	
Staff Recommendation	Support	
Lead Department	Planning and Development	
Timeframe	12 Months Draft/Issue RFP (2 to 4 Months) Study (6 to 8 Months)	
Cost	$75,000 to $100,000	
Source of Funds	General Fund Reserve	
Staff Lead (and support)	• Katie See (Lauren Matzke/Gina Clayton/Michael Delk/Bill Morris/various other support staff as needed)	
Supporting Departments	• Marine and Aviation • Economic Development	
Anticipated Deliverables	• Revised Marina Area Master Plan	
Activities to be Conducted	Prepare and Issue RFP	December 2014-February 2015
	Engage Consultant	May 2015
	Establish Stakeholder Advisory Group	May 2015
	Analysis/Public Engagement Process	May – August 2015
	Council Work Session-Draft Report	November 2015
	Council Plan Adoption	December 2015
Status: <u>On Schedule</u> **A fourth community meeting may be scheduled in late November to address water-related conclusions of Community Boating Plan and further address consultant design**		

recommendations, prior to submission of a staff draft to City Council in December.

ULI Implementation Work Program Summary-11/2/15 Priority Items		
Action Item- ULI 8	Create Master Development Plan for the Bluff/Coachman Park /Waterfront	
Objective	Formulate a Master Development Plan for the Bluff/Coachman Park/Waterfront to facilitate the recommendation of the ULI Advisory Services Panel Report and Clearwater Downtown Redevelopment Plan for the successful redevelopment of Downtown	
Staff Recommendation	Support	
Lead Department	Planning and Development - Master Development Plan Economic Development & Housing - Development Consultant	
Timeframe	22 Months Draft/Issue RFP/Hire Consultants (5 Months) Study and Approval Process (17 Months)	
Cost	$200,000 to $250,000 Developer Costs TBD	
Source of Funds	General Fund Reserve	
Staff Lead (and support)	• Michael Delk/Gina Clayton • Geri Campos Lopez/Denise Sanderson • Kevin Dunbar	
Supporting Departments	• Engineering • Legal	
Dependencies	• Charter amendments, if needed • Special Act amendments, if needed • Environmental permitting, if needed	
Anticipated Deliverables	• Master Development Plan	
Activities to be Conducted	Prepare and Issue RFPs *	October, 2015
	Engage Consultants (refine scope of work)	January, 2016
	Establish Stakeholder Advisory Group	March, 2016
	Analysis/Public Engagement Process/Prepare Draft Plan	March,2016-March, 2017
	Council Work Session-Draft Plan	April, 2017
	Revisions to Draft Plan	June, 2017
	Council Approval	July, 2017

* Developer RFQ will track as closely as possible with Planning Consultant Selection.

Status: <u>On Schedule.</u>

Council approved basic schedule and process template on 7/13/15.

Staff to clarify options for private developer participation. Discussion item scheduled for 8/17/15 CRA meeting.

The development consultant will work with the master planning consultant to ensure the commercial development proposed in the Master Development Plan is economically feasible and viable.

RFP scheduled for CRA consideration at 11/2/15 CRA meeting

Subsequent Downtown Plan changes , as well as Charter and/or Special Act changes, may be required.

* Developer RFQ will track as closely as possible with Planning Consultant Selection.

ULI Implementation Work Program Summary-11/2/15 Priority Items		
Action Item-ULI 9	Boost Downtown Library as Activity Center to Support Downtown Activation and Redevelopment	
Objective	Develop strategy to: 1) Make the Library an "Attractor Element" in Downtown to bring additional people to the Downtown through expanded mission as "maker space"; 2) align the Library more closely with the economic development priorities of the City for Downtown, i.e. "entrepreneurial ecosystem".	
Staff Recommendation	Support	
Lead Department	Library	
Timeframe	9 Months	
Cost	$2300 –"Marker Space" Feasibility Study(Appropriated) Contract/FTE to Develop P/P opportunities-TBD Configuration of Space and Operating Costs-TBD	
Source of Funds	General Fund Reserves; CRA; Private Fund contributions	
Staff Lead (and support)	• Barbara Pickell • Jen Obermeir	
Supporting Departments	• Economic Development and Housing • CRA	
Anticipated Deliverables	• Consultant Report on repurposing the Library to create "maker space" components • Assessment of Library utilization feasibility as component of emerging "entrepreneurial ecosystem" • Plans , as indicated, for space utilization, program scope, partnerships development and funding	
Activities to be Conducted	Maker Space feasibility and Space Analysis	March, 2015
	"Entrepreneurial Ecosystem" MOU	March, 2015
	Hire Contract Employee to Develop P/P partnership opportunities and agreements	April 2015
	Library space configuration per consultant study	April-September 2015
Status: <u>Complete</u>		

ULI Implementation Work Program Summary-11/2/15 Priority Items		
Action Item ULI 10	Use Bridge as Gateway – Aesthetic Design Component	
Objective	Evaluate fiscal, programmatic and regulatory feasibility of highlighting bridge as Downtown redevelopment component	
Staff Recommendation	Support, as part of a public/private partnership (not funded through Public Art & Design Fund) initiative: ● Existing model of success with Tampa's bridge lighting project; funded by City of Tampa, Tampa Electric and Peoples Gas, Tampa Hillsborough Expressway Authority	
Lead Department	Parks & Recreation: Cultural Affairs	
Timeframe	1 ¾ to 2 years	
Cost	To be determined	
Source of Funds	To be determined	
Staff Lead (and support)	• Felicia Leonard • Christopher Hubbard	
Supporting Departments	• Legal • Marine & Aviation • Engineering	
Anticipated Deliverables	• FDOT permission • Feasibility analysis • Cost estimates from external consultant • Funding strategies • Agenda item • Call to Artists • Design Proposals • Commission Agreement • Project construction	
Dependencies	• FDOT approval	Anticipated (March 2016)
Resource Constraints	• Funding • Public vs. Private	To be determined (December 2015)
Activities to be Conducted	FDOT first meeting	October 2015
	Feasibility analysis (5 comparable projects)	July 2015
	Cost estimates (external consultant)	January 2016
	Funding (Public/Private)	February 2016
	Agenda item for Council approval	April 2016

	Create and issue Call for Proposals	April 2016
	Review and selection of design firm	June 2016
	Contracting, construction implementation	July 2016
	Permitting and construction	December 2016
Deviations from Timeframe	FDOT approval may need to be routed to Tallahassee for review. Additional support may be necessary from City's lobbyists, should this occur.	
STATUS: <u>On Schedule</u> **Updates:**	**07/02/2015:** FDOT contacted, currently evaluating at District 7 level. A staff meeting will be scheduled by mid-July. Feasibility analysis will proceed independent from FDOT decision; due by end July. **10/17/2015:** First FDOT meeting held on 10/13/2015. FDOT is interested in the project and has provided Specialist Hubbard with an application to approve a "Community Aesthetic Feature" to be submitted in late November 2015.	

ULI Implementation Work Program Summary- 11/2/15 Priority Items		
Action Item- ULI 12	Reconsider Downtown Design Guidelines and Sign Regulations	
Objective	Complete review of sections of Downtown Design Guidelines and Sign Regulations vis-à-vis ULI Report; objectives and stakeholder/merchant concerns	
Staff Recommendation	Support	
Lead Department	Planning and Development	
Timeframe	9 Months	
Cost	N/A (Will complete in-house)	
Source of Funds	N/A	
Staff Lead (and support)	• *Mark Parry* • *Gina Clayton* • *Michael Delk* • *Robert Tefft*	
Supporting Departments	• *CRA* • *Economic Development and Housing*	
Dependencies	N/A	
Anticipated Deliverables	• *Planning and Development staff analysis and recommendations for Council discussion and direction* • *Amendments to Downtown Redevelopment Plan*	
Activities to be Conducted		
	Consult with affected downtown organizations to determine current concerns, including: DDB; Business Task Force; CRA: CDP; C of Commerce; Downtown Merchants Association.	November – December 2015
	Conduct review of previous work products for unresolved items/issues: ULI Study; Business Task Force; Streetsense work product; Council Downtown Sub-committee work product, etc.	January - May 2016
	Develop Staff Report /recommendations for Council review/discussion	June 2016
	Prepare Amendments	May – July 2016
Status: On Schedule (Repurposed and Rescheduled ,	Pursuant to the recent Council decision scaling back the scope of this project, staff has commenced with the original abbreviated review which included a review of the Downtown Design Guidelines and sign code provision. Review of character district provisions and the Downtown zoning district will no longer	

Per CRA Board Direction)	occur. Staff has completed review of the design guidelines and sign ordinance with regard to the Streetsense report, and Council subcommittee. Staff will continue its review with the Business Task Force and will conduct meetings with the project steering committee in August and September. Suggested revisions will be presented to City Council in Oct./November. Agreed upon changes will be made to the Downtown Design Guidelines after revisions to the North Marina area determined in December 2015 so the Downtown Plan is amended only once. Revisions to the sign code can proceed to the CDB after Council direction is obtained in November.

ULI Implementation Work Program Summary- 11/2/15 Priority Items		
Action Item—ULI 15	Attract an Incubator	
Objective	Determine appropriate CRA/City participation in emerging "Entrepreneurial Ecosystem" to foster, incubate and support job development and entrepreneurship in Downtown and East Gateway	
Staff Recommendation	Support as part of private sector (and not solely public-funded) initiative: • Incubation model already underway focusing on tech entrepreneurship; staff exploring CRA financial participation • Explore feasibility of a "Resource Center" or "One Stop" concept with other partners	
Lead Department	Economic Development and Housing	
Timeframe	5 Months	
Cost	TBD	
Source of Funds	CRA	
Staff Lead (and support)	• Denise Sanderson • Audra Aja	
Supporting Departments	• Library • Legal • CRA	
Dependencies	FSBDC of Pinellas (partner) TAFFIE (partner)	
Anticipated Deliverables	• CRA Funding Agreement • City/CRA/Partners MOU	
Activities to be Conducted	Meeting with Stakeholders	December 2014 – May 2015
	Draft Plan (Vision, Mission, Goals, Measurements) for Ecosystem	December 2014
	Evaluation of Funding Options	January 2015
	Conduct Needs Assessment (w/PCED)	January 2015
	Recommendation to CRA Executive Director	February 2015
	Draft MOU with Partners	February 2015
	Draft Agreements	March-April 2015

Status: <u>Complete.</u> MOU approved by CRA & Council in May 2015; Council approved budget request for FY15-16 allocating $100,000; TAFFIE (Incubator) agreement ($25,000 requested from CRA) in November 2015 marks completion. Going forward, all activities to be coordinated under the Clearwater Business Spark initiative.

ULI Implementation Work Program Summary-11/2/15 Priority Items	
Action Item ULI 20	Enhance Gateways
Staff Recommendation	Support • Five Points Intersection complete • Obelisks installed at Cleveland/ Myrtle intersection • Other locations need right-of-way & feasibility investigation
Lead Department	Engineering
Timeframe	Feasibility investigation- 6 months, then design & construction- one year.
Cost	TBD
Source of Funds	General Fund
Staff Lead (and support)	• Tim Kurtz (Engineering) • Anne Fogarty France (Economic Development/ Administration)
Supporting Departments	• Economic Development
Anticipated Deliverables	• List of potential locations with constraints • List of possible enhancement features • Final plans to be implemented
Activities to be Conducted	Inventory gateways 2/15 – 3/15
	Determine above ground, below ground & jurisdictional constraints 3/15 – 6/15
	Prepare list of potential enhancement features 2/15 – 3/15
	Match features to acceptable gateways 7/15
	Prepare construction plans for installation 7/15 – 12/15
	Construction 1/16 – 6/16
Dependencies: • **Final branding designs** • **FDOT approvals**	

STATUS: <u>On Schedule</u>
Updates:

- **Waiting on completion of branding to determine design templates**
- **Presented preliminary locations to DDB on 7/1/15**
- **Construction schedule on time as projected.**

ULI Implementation Work Program Summary- 11/2/15 Priority Items		
Action Item-ULI 27	Community Market/Mercado Feasibility Evaluation	
Objective	Create a festival core and/or a Mercado in the East Gateway as a local activity center and civic core of the neighborhood	
Staff Recommendation	(1) Feasibility of Festival Core per the East Gateway Vision Plan; (2) Investigation of "Mercado" as it needs a fixed location, including feasibility and cost analysis	
Lead Department	Economic Development and Housing	
Timeframe	5 months (feasibility); Project timing--to be determined	
Cost	Staff time; Project costs--to be determined	
Source of Funds	Festival Core: CRA Funds; Mercado: TBD	
Staff Lead (and support)	• Geri Lopez • Ekaterini Gerakios-Siren • Engineering (Tom Mahony for Survey, Tim Kurtz for Landscape, Chuck Lane for Real Estate) • Planning (Lauren Matzke for zoning) • Parks and Rec/Special Events (Festival needs)	
Supporting Departments	• Engineering • Planning and Development • Parks and Recreation	
Dependencies	No external issues; dependent on internal work program staffing and priorities	
Anticipated Deliverables	• White paper on other “mercados”/community markets • Memo to CRA Board identifying anticipated costs and pros/cons for policy discussion and direction	
Activities to be Conducted	Begin research	January 2015
	Survey Cleveland Street (starting at intersection with Gulf to Bay Blvd.)	February/March
	Meet with impacted property owners	February
	Create white paper	February/March
	Create memo to CRA	April
	Present to CRA Board	April/May
Status: <u>On schedule</u>	**White paper completed**: Presented to Council in June **Follow-up**: Project feasibility of “Mercado” to be conducted in the same timeframe as Festival Core with recommendation to CRA in May/June 2016.	

ULI Implementation Work Program Summary-11/2/15 Priority Items		
Action Item- ULI 29	Branding	
Objective	Re-brand and create a community identity	
Staff Recommendation	Project is underway. Continue to support.	
Lead Department	Public Communications	
Timeframe	Project is underway. Branding deliverables will be done summer 2015. Implementation will be done throughout 2016.	
Cost	$100,000	
Source of Funds	Strategic Direction Action Plan	
Staff Lead (and support)	• Joelle Castelli • Brand Manager has been hired (Sparxoo) • Hiring additional graphic designer (approved in FY 15-16 budget)	
Supporting Departments	• Economic Development • Information Technology (website)	
Dependencies	• None	
Anticipated Deliverables	• Brand print, verbiage, talking points, graphic elements, graphic implementation plan	
Activities to be Conducted	Branding Contract Approved by Council	August 2014
	Focus Groups and In-town visit	September 2014
	Surveys Conducted	Dec. 2014 and Jan. 2015
	BrandPrint Presentation	March 2015
	Graphics Package Delivered	June 2015
	Graphics Package Implementation	June 2015 to 2016
STATUS: <u>Delayed</u>, due to overall branding schedule revision, as follows:	Creative Committee Begins Meeting Three month process Brand Print Statement Approved Strapline Approved Logo Selected Working on Graphics Package Graphics Package Delivered Graphic Package Implemented	July 20 Fall 2015 2016

ULI Implementation Work Program Summary- 11/2/15 Priority Items		
Action Item—ULI 30	Communicate the real estate market and potential for expansion of real estate activity	
Objective	1) Leverage ULI Report market analysis to market key available sites and buildings 2) Prepare marketing material that highlights the housing, retail, hotel and office demand for print, web-based and social media campaign based upon ULI Analysis.	
Staff Recommendation	Support	
Lead Department	Economic Development & Housing	
Timeframe	4 months	
Cost	$5,000	
Source of Funds	ED operating budget and/or CRA funds	
Staff Lead (and support)	• Denise Sanderson • Laura Canary • Additional assistance provided by Anne Fogarty-France, Katerina Gerakios-Siren, Audra Aja and Diane Hufford	
Supporting Departments	• Public Communications • Real Estate Services	
Dependencies	None	
Anticipated Deliverables	• Electronic (PDF) document summarizing available sites/bldgs • Print version(s)	
Activities to be Conducted	Team mtg: Goals, audience	January 2015
	Identify available sites/bldgs	January
	Gather listing information	January
	Create document	February
	Gather names/addresses (mail/email)	February
	Place on website	March
	Post link on social media (LinkedIn, Facebook, Twitter)	March
	Post individual sites to TampaBaySites.org	March
	Distribute to stakeholders (realtors, developers, land use attorneys, engineers)	March

Status: <u>Complete</u>
Distributed brochure to more than 600 real estate developers, agents/brokers, land use attorneys, site selectors and community leaders and organizations. Placed advertisements in *Florida Trend* magazine (Sept and Oct 2015 issues; estimated >250,000 readers). Posted on Facebook and LinkedIn social media groups (>12,000 followers). Posted on City's website.

Total project cost: $9197

ULI Implementation Work Program Summary- 11/2/15 Priority Items	
Action Item-ULI 31	Create a Forum for the Discussion of Issues with the City , Development Partners and Community Stakeholders
Objective	Provide a vehicle for the primary stakeholder interests in Downtown and East Gateway to exchange information on ULI Study implementation, exchange views on issues, share information relevant to implementation activities and coordinate individual activities related to ULI imlementation
Staff Recommendation	Support
Lead Department	CM
Timeframe	120 days
Cost	TBD
Source of Funds	General Fund Reserves
Staff Lead (and support)	• Rod Irwin, ACM • Pam Akin, City Attorney • Rosemarie Call, City Clerk
Supporting Departments	• City Manager • City Attorney • City Clerk
Dependencies	• Compliance with Open Meeting Law Requirements
Anticipated Deliverables	• Staff Analysis of Organizational Options for Council Review • Agenda Item for Special ULI Work Session in January • Establishment of stakeholder discussion format
Activities to be Conducted	Research /compile options report for Council Review and advice — December, 2014 Preparation of Agenda Item for Special Work Session — January , 2015 Establishment of Stakeholder Discussion format — March, 2015
Status: <u>Complete.</u>	Initial Project abandoned due to difficulty of effective Open Meeting Law compliance by key stakeholders in Downtown. As an alternate, periodic Community Meeting Forum format, in

conjunction with DDB, CDP and Regional Chamber adopted.

ULI Implementation Work Program Summary- 11/2/15 Priority Items		
Action Item-ULI 34	Investigate Use of TIF Bonds to Leverage Redevelopment	
Objective	Establish the economic, financial, programmatic and opportunity cost considerations for the CRA in bond utilization, particularly vis-a-vis internal financing alternatives	
Staff Recommendation	Support	
Lead Department	CRA	
Timeframe	90 days	
Cost	< $5,000	
Source of Funds	CRA	
Staff Lead (and support)	• Rod Irwin • Jay Ravins	
Supporting Departments	• CRA • Finance	
Dependencies	• CRA TIF Receipts • Bond market receptivity/interest rates	
Anticipated Deliverables	• TIF Bond Utilization White Paper from Financial Advisor • CRA Board Briefing and Discussion Item	
Activities to be Conducted	CRA, Finance and Financial Advisor Develop White Paper on TIF Bond Utilization	December,2014-January, 2015
	CRA Board Briefing w/ Financial Advisor and CRA/Finance staff	March, 2015
Status: Complete.	CRA Briefing completed in March. Actual cost: $2500.	

ULI REPORT IMPLEMENTATION MATRIX
Funding Sources and Costs thru 10/16/15

(P): Staff recommended initiatives to begin within 1st 90 days.

	ACTIONS	Lead Department	Cost/Source of Funds									
			General Fund	General Fund Reserve(Including 500K ULI)	CRA	Penny for Pinellas	Enterprise Funds	Federal	State	Other	Total	Funding Notes
	FOCUS AREA 1: STRATEGY *Planning, Development and Design Strategies*											
	STRATEGY 1.1: Waterfront District--Promote and grow the boating culture; instill activity along the waterfront.											
1)	Create a Comprehensive Boating Plan (P)	M&A ED&H, P&R, Library		59975							59975	$35k
1a)	Provide recreational boating experiences at downtown marina	M&A Legal									0	TBD
2)	Ensure environmental Integrity of Clearwater Harbor	M&A Engineering									0	(1) TBD; (2) n/a; (3) $400k
3)	Ensure future connections to the waterfront	P&D P&R, Legal, Engineering									0	TBD
4)	Create a water taxi or ferry service	M&A Legal		24185							24185	needed for contractor plus est. $50k for beach landing/floating dock)
5)	Create comprehensive North Marina Master Plan (Small Area Plan) (P)	P&D M&A		97372							97372	$75k+/- (subject to change based on final scope)
6)	Attract waterfront restaurants	ED&H CRA									0	TBD
7)	Capitalize and grow Old Clearwater Bay housing stock	ED&H P&D									0	for Rehab program funding; $15k for consultant
	SUBTOTAL STRATEGY 1.1		0	181532	0	0	0	0	0	0	181532	
	STRATEGY 1.2: Bluff/Waterfront											
8)	Master Plan the Bluff/Waterfront: -Appoint Steering Committee -Engage Development Consultant -RFP for Master Plan Consultant (Public Engagement)	P&D ED&H ACM		6123							6123	$200-300k (depends on scope)
8a)	*Define Referendum process after Bluff Master Plan (added for timeline purposes)*	*ACM, Legal Clerk, PC*									0	*TBD: Election schedule chosen will be major determinant of cost*

8b)	Following Master Plan process, conduct RFP process for "horizontal or master" developer (to develop opportunity sites along the Bluff)	ACM ED&H									0	n/a
8c)	Expand Coachman Park	P&R									0	TBD
8d)	Identify opportunity sites along the Bluff	ACM									0	TBD
8e)	Attract and promote a large draw on City Hall site	ACM									0	TBD
8f)	Make attractive locations across the Bluff and to the water (Cleveland street connection)	P&R Engineering									0	TBD
9)	Boost the Library (P)	Library P&R ED&H		77909	99600						177509	$17,000 to upgrade PT to FT; $50,000 for evening hours, $50,000 for Fri & Sat morning, $350-400k (based on Tampa's project--Could be opportunity for corporate sponsorship)
10)	Use Bridge as Gateway (P)	P&R Legal Engineering									0	
	SUBTOTAL STRATEGY 1.2		0	84032	99600	0	0	0	0	0	183632	
	STRATEGY 1.3: Central Business District: Make downtown more attractive; bring people to the streets; make downtown more navigable											
11)	Make downtown more navigable	Engineering CRA									0	TBD, based upon system selected
12)	Reconsider design guidelines and signage regulations (P)	P&D									0	n/a
13)	Consider application of Form-based Code (in the Downtown Redevelopment Plan area)	P&D Legal									0	Est. $75-100k
14)	Create a Streetscape Toolkit (for secondary/arterial streets)	Engineering ED&H									0	(3) $6m in Penny 3 allocated for Cleveland Streetscape Phase 3
15)	Attract an Incubator (P)	ED&H CRA			100000						100000	(1) TBD--Potential CRA financial participation; (2) TBD
16)	Consider City Hall with Intermodal Hub	CM/ACM Engineering									0	only as part of the CMA proposal); $5.5M in Penny 2017 for
17)	Create a secondary service-based retail environment along Fort Harrison	CRA									0	TBD
18)	Attract additional retail/restaurants (i.e. Find the next Starbucks)	CRA									0	TBD
19)	Attract another cultural or entertainment venue to the area (i.e. Find the next Capitol Theatre)	ACM									0	TBD

	SUBTOTAL STRATEGY 1.3		0	0	100000	0	0	0	0	0	100000	
	STRATEGY 1.4: Community Gateways and Connections											
20)	Enhance Gateways (to include: five points intersection; Cleveland and Myrtle, Intermodal hub, Pinellas Trail; Fort Harrison & Court) (P)	Engineering ED&H, CRA									0	TBD
21)	Promote downtown brand through signage, public art, architectural elements, and green space	P&D, P&R PC, CRA, Engineering									0	TBD
22)	Build a garage near or adjacent to intermodal hub	ACM Engineering									0	$7 M - $8 M per garage; Source of Funds TBD
23)	Create bike/walk loop to connect Downtown with North Greenwood and East Gateway	Engineering P&R CRA									0	est. $500k
24)	Connect Jolley Trolley to East Gateway	ED&H CRA									0	TBD
25)	Evaluate highest and best use of the existing golf course and enhance Glen Oaks Park	P&R									0	n/a
26)	Connect Glen Oaks to East Gateway via a Stevenson Creek Trail	CRA Engineering P&R									0	Est. $400k not including land acquisition
27)	Commmunity Market (P)	CRA ED&H									0	(1) TBD (2) TBD
28)	Promote Healthy Food	CRA ED&H P&R									0	TBD
	SUBTOTAL STRATEGY 1.4		0	0	0	0	0	0	0	0	0	
	TOTAL FOCUS AREA 1		0	265564	199600	0	0	0	0	0	465164	

ACTIONS	Lead Department	Cost/Source of Funds									
		General Fund	General Fund Reserve(inlud 500K ULI)	CRA	Penny for Pinellas	Enterprise Funds	Federal	State	Other	Total	Funding Notes
FOCUS AREA 2: COMMUNICATION/PARTNERSHIPS											
Item 2.1: Clearwater must begin to actively tell its story											

29)	Conduct community branding effort (P)	PC		$100,000							100000	$100k
30)	Communicate the real estate market and potential for expansion of real estate activity (P)	ED&H PC	$757	$8,440							9197	$5k
	SUBTOTAL STRATEGY 2.1		757	108440	0	0	0	0	0	0	109197	
	Item 2.2:											
31)	Create a forum for the discussion of issues with the city, development partners, and community stakeholders (P)	ACM									0	n/a
	SUBTOTAL STRATEGY 2.2		0	0	0	0	0	0	0	0	0	
	TOTAL FOCUS AREA 2		757	108440	0	0	0	0	0	0	109197	

	ACTIONS	Lead Department	Cost/Source of Funds									
			General Fund	General Fund Reserve	CRA	Penny for Pinellas	Enterprise Funds	Federal	State	Other	Total	Funding Notes
	FOCUS AREA 3: ORGANIZATIONAL CAPACITY AND IMPLEMENTATION											
	ITEM 3.1: Implementation											
32)	Identify Lead Responsibility	CM									0	n/a
33)	Revise Downtown Redevelopment Plan	P&D CRA									0	TBD if consultant is needed
34)	Investigate the use of TIF bonds to leverage redevelopment (P)	ACM Finance			$2,500						2500	TBD
35)	Add Clean and Safe Program to Downtown Redevelopment Plan	CRA Police									0	TBD
36)	Support Special Events	CRA, DDB P&R									0	CRA funding: $75k Blast Friday and $15k Star Spec; DDB is funding
	SUBTOTAL STRATEGY 3.1		0	0	2500	0	0	0	0	0	2500	
	ITEM 3.2: Engage Partners											
37)	Create framework for engaging partners	CM/ACM									0	n/a

38) Pinellas County	CM/ACM Engineering ED&H										0	n/a
39) Business Leadership	ED&H										0	n/a
40) Church of Scientology	ACM, ED&H PC, P&D Others?										0	n/a
41) Community Leaders	ACM										0	n/a
SUBTOTAL STRATEGY 3.2		0	0	0	0	0	0	0	0	0		
TOTAL FOCUS AREA 3		0	0	2500	0	0	0	0	0	2500		
TOTAL ALL FOCUS AREAS		757	374004	202100	0	0	0	0	0	576861		

Program Activity- FY 2015/16			181-99888 ULI	
Description	Activity Date	Expenditures	Revenues	Balance
Total & Balance a/o 9/30/2014				$0.00
1st Quarter Trans	March. 2015		$500,000.00	
No Activity Period 7				
Gulfside Docks/ Floating Docks	May. 2015	$8,950.00		
Journal Entry Payroll 6/19/15	June. 2015	$1,438.86		
Journal Entry Payroll 6/19/15	June. 2015	$110.07		
Gulfside Docks/ Floating Docks	June. 2015	$8,950.00		
Speeler Foundations	June. 2015	$2,500.00		
Squids Boat & Marine Servce	June. 2015	$825.00		
Speeler Foundations	June. 2015	$1,000.00		
Decks & Docks Lumber	June. 2015	$903.24		
Decks & Docks Lumber	June. 2015	$1,056.49		
Journal Entry Payroll 7/2/15	July. 2015	$1,284.69		
Journal Entry Payroll 7/17/15	July. 2015	$1,257.98		
Journal Entry Payroll 7/31/15	July. 2015	$1,284.70		
Journal Entry Payroll 7/17/15	July. 2015	$37.00		
Journal Entry Payroll 7/2/15	July. 2015	$154.16		
Journal Entry Payroll 7/31/15	July. 2015	$154.16		
Journal Etry Payroll 7/17/15	July. 2015	$143.89		
Journal Entry Payroll 7/2/15	July. 2015	$307.24		
Journal Entry Payroll 7/17/15	July. 2015	$307.24		
Journal Entry Payroll 7/2/15	July. 2015	$113.47		
Journal Entry Payroll 7/17/15	July. 2015	$106.88		
Journal Entry Payroll 7/31/2015	July. 2015	$110.07		
Stanec Consulting (BR510878)	July. 2015	$3,315.00		
Journal Entry Payroll 7/2/15	July. 2015	$48.30		
Journal Entry Payroll 7/17/15	July. 2015	$16.10		
Journal Entry Payroll 7/2/15	July. 2015	$11.00		
Amazon (korg lilbits synt kit/adult)	July. 2015	$159.00		
Amazon (egg-bot kit/youth)	July. 2015	$218.31		
Amazon (cubelet/photo studio/ adults)	July. 2015	$339.97		
Amazon (wiibox mini 3d printer)Youth	July. 2015	$998.00		
Amazon (Quadcopter) adult	July. 2015	$101.18		
Amazon (eletronics discovery kit) youth	July. 2015	$45.41		
Amazon (variety) Adult	July. 2015	$793.89		
Journal Entry Payroll 8/14/15	Aug. 2015	$1,336.09		
Journal Entry Payroll 8/28/15	Aug. 2015	$719.43		
Journal Entry Payroll 8/14/15	Aug. 2015	$102.78		
Journal Entry Payroll 8/28/2015	Aug. 2015	$287.77		
Journal Entry Payroll 8/28/2015	Aug. 2015	$431.66		
Journal Entry Payroll 8/14/2015	Aug. 2015	$307.24		
Journal Entry Payroll 8/28/2015	Aug. 2015	$307.24		
Journal Entry Payroll 8/14/2015	Aug. 2015	$106.89		
Journal Entry Payroll 8/28/2015	Aug. 2015	$106.89		
Stantec Consulting Services	Aug. 2015	$13,305.04		
Florida Trend	Aug. 2015	$4,220.00		
Amazon (Zhizhy Blck HDMI to VGA Cable	Aug. 2015	$15.06		
Amazon (YS 3D Creations- Filaments)	Aug. 2015	$249.95		
Amazon (ZhiZhi cable adaptor Adult)	Aug. 2015	$21.72		
Amazon (hatchbox filament ys 3-D)	Aug. 2015	$22.96		
Amazon (Maker Space YS Ping Pong)	Aug. 2015	$16.98		
Amazon (Filaments 3d creation Adult)	Aug. 2015	$145.00		

Amazon (3d printer tools)	Aug. 2015	$88.60		
Home Depot(maker space utility cabinet)	Aug. 2015	$196.99		
Ofice Dept (mkr spc cart for 3d printer)	Aug. 2015	$141.99		
Amazon (FlashForge 3d printer)	Aug. 2015	$1,199.00		
Journal Entry Accrue Payroll 9/30/2015	Sept. 2015	$85.68		
Journal Entry Accrue Payroll 9/30/2015	Sept. 2015	$1,153.35		
Journal Entry Payroll 9/11/2015	Sept. 2015	$1,441.69		
Journal Entry Payroll 9/25/2015	Sept. 2015	$1,294.09		
Journal Entry Payroll 9/11/2015	Sept. 2015	$2.83		
Journal Entry Payroll 9/25/2015	Sept. 2015	$137.30		
Journal Entry Payroll 9/11/2015	Sept. 2015	$307.24		
Journal Entry Payroll 9/25/2015	Sept. 2015	$307.24		
Journal Entry Payroll 9/11/2015	Sept. 2015	$107.31		
Journal Entry Payroll 9/25/2015	Sept. 2015	$106.32		
Orion Telescope (Plnt Sphere & Fld star chart)	Sept. 2015	$37.42		
Orion Telescope (Optic & binocular kits)	Sept. 2015	$92.54		
Amazon (maker space virtual glasses	Sept. 2015	$4.07		
Amazon (maker space fire extinguisher)	Sept. 2015	$43.51		
Amazon (Maker Space Virtual glasses iphone)	Sept. 2015	$4.99		
Amazon (Maker space memory card)	Sept. 2015	$5.99		
Amazon (maker space emrery board)	Sept. 2015	$4.25		
Amazon (maker space lipo batteries)	Sept. 2015	$43.98		
Amazon (maker space misc)	Sept. 2015	$104.90		
Amazon (maker space quadcopers misc)	Sept. 2015	$121.10		
Amazon (maker space supplies)	Sept. 2015	$134.21		
Amazon (white pro filament)	Sept. 2015	$43.00		
Amazon (maker space painters tape)	Sept. 2015	$11.97		
CDW- Government	Sept. 2015	$5,203.00		
Total a/o 9/30/2015		$71,168.56	$ 500,000.00	$428,831.44
Journal Entry Payroll 10/9/2015	Oct. 2015	$1,441.69		
Journal Entry Payroll 10/9/2015	Oct. 2015	$307.24		
Journal Entry Payroll 10/9/2015	Oct. 2015	$107.10		
Stantec Consulting Services	Oct. 2015	$14,998.35		
Florida Trend	Oct. 2015	$4,220.00		
SHI International Corp	Oct. 2015	$4,315.20		
Total & Balance thru Period 1		$25,389.58	$ -	$403,441.86
Library Maker Space Commitment	$77,909			
Spent	$32,315.02			
Balance	$45,594			$ (45,594.00)
Purchase Orders				
Open PO				
Stanec Consulting (BR510878)	$97,372			
Spent	$31,618			
Balance	$65,754			$ (65,754.00)
Encumbered				
Cardno TBE Commitment	$6,123	plus time and materials		$ (6,123.00)
Stantec Consulting (Boating Plan)	$59,975			$ (59,975.00)
	$100,000			$ (100,000.00)
Completed PO				
ST111937 Amazon	$1,199			
Balance	$0			
ST111606 FL Trend	$8,440			

Balance	$0			
ST111661 Speeler	$2,500			
Balance	$0			
ST111821 Speeler	$1,000			
Balance	$0			
ST111636 Coastal Marine	$17,900			
Balance	$0			
ST111749 Decks & Docks	$1,056.49			
Balance	$0.00			
ST111748 Decks & Docks	$903.24			
Balance	$0.00			
ST111750 Dquid Diving	$825			
Balance	0			
Total ULI $500k Balance Available after ACM Commitments to 10/16/2015				$ 125,996

STATUS

ULI IMPLEMENTATION PLAN
11/2/15

I. Priority (P) Items

Priority (P) Projects Status

The status of the 13 Priority Projects:

5 Completed:

- TIF Bond Examination
- Create Stakeholder Advisory Group:
- Development Parcel Marketing
- Boost Downtown Library
- Attract Incubator/Entrepreneurial Ecosystem

Priority (P) Projects Status



6 On Schedule:

- North Marina Master Plan
- Bluff/Coachman Master Plan
- Mercado for East Gateway
- Enhance Gateway Signage to Downtown
- Harbor Bridge Aesthetic Lighting
- Review Downtown Design Guidelines

Priority (P) Projects Status



2 Delayed:

- Comprehensive Branding Initiative
- Comprehensive Boating Plan for Harbor

II. Financial Status

Financial Highlights



- 576,861 Expended on ULI September, 2014-October 2015 (Excluding $100,000 Branding)
- Largest Source of Funds was $500K General Fund Appropriation - $374,004
- $1,000,000 CRA ULI Project Established in 2015-2016 Budget

Financial Highlights



Major Expenditures to Date:

- Library/STEM Build Out and Staff--$177,509
- Entrepreneurial Ecosystem Agreement $100,000
- North Marina Master Plan- $97,372

Fund Balances



Expenditures/Commitments as of 10/16/15:

General Fund Appropriation - $500,000

Expended/ Committed - $374,004

Available: $125,996

Fund Balances



CRA Project Budget:

388-94885 - $1,000,000

Expended /Committed $ 99,600

Available: $ 900,400

III. Highlighted Projects

a) Branding

Brand Development



Comprehensive Market Research Conducted

Brand Platform Created

Brand Narrative Developed

33 Logos Presented

Logo Selected

Logo Refined

Brand Platform Statement



- For people who appreciate the defining beauty and opportunity of Florida,
- Clearwater, an urban oasis in the Tampa Bay region with some of Florida's natural superlatives from one of the highest bluffs to the best beaches,
- celebrates and reveres the city's relationship with water and nature
- so the path to all things from preservation to progress is clear.

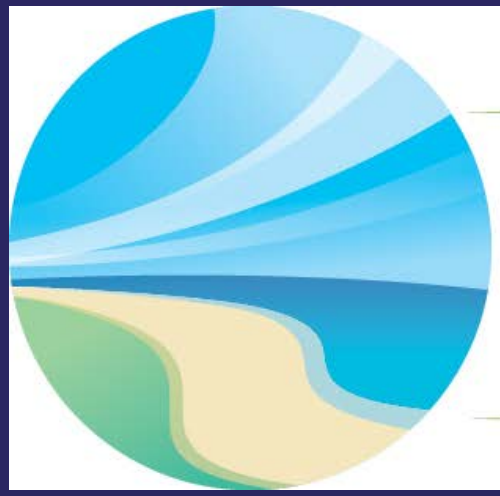
Tagline



BRIGHT AND BEAUTIFUL BAY TO BEACH

CITY OF Clearwater





CLEARWATER

BRIGHT AND BEAUTIFUL · BAY TO BEACH

Next Steps



October	Creative work finalized
November	Creative samples provided
November	Begin Internal Rollout
January	Rollout to community

III. Highlighted Projects

b) Bluff Master Plan

Bluff/Waterfront Master Plan Goals



- Implement Recommendations From ULI Report
- Implement Clearwater Downtown Redevelopment Plan
- Identify Redevelopment Opportunities
- Create Vibrate Waterfront Area & Park

Bluff/Waterfront Master Plan Scope



- Public Engagement Plan
- Market Study
- Circulation Framework Plan
- Parks & Open Space Framework Plan
- Catalyst Projects Framework Plan
- Parking Study & Strategy
- Cost Estimates
- Implementation Strategy
- Master Plan Document

Bluff/Waterfront Master Plan
Public Engagement



- Innovative, Informative & Participatory
- Creative & Active Engagement Process
- Public Workshops – Minimum of 5
- Stakeholder Committee
- Internal Steering Committee
- Project Website & Social Media
- Email List

Bluff/Waterfront Master Plan Schedule



• Issue RFP	Nov. 18, 2015
• Proposals Due	Jan. 06, 2016
• Evaluation Committee Mtg	Week of Jan. 18, 2016
• Consultant Interview	Week of Feb. 01, 2016
• Contract Negotiations	Feb. 2016
• Council Contract Approval	Mar. 17, 2016

IV. Next Steps

Next Steps…



- Staff moves forward with implementation, incorporating Council discussion
- Staff provides quarterly reports to Council on progress
- Staff provides quarterly funding report to Council
- Adjustments to priority items as needed



Questions/Comments?

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#15-1827

Agenda Date: 11/2/2015 **Version:** 1 **Status:** Agenda Ready

In Control: Community Redevelopment Agency **File Type:** Action Item

Agenda Number: 4.4

SUBJECT/RECOMMENDATION:

Provide authorization to issue the Request for Proposals (RFP) for the Bluff/Coachman Park Master Plan.

SUMMARY:

At its meeting of July 13, 2015, the CRA approved the project template for the Bluff/Coachman Park Master Plan. A Request for Proposals (RFP) for this Master Plan has been drafted. The RFP incorporates a public engagement plan, market study, cost estimates, and implementation strategy as components of the project scope.

Staff is requesting your concurrence with, and authorization for the Bluff/Coachman Park Master Plan RFP to be issued.

REQUEST FOR PROPOSAL / RFP # 04-16

THE BLUFF/WATERFRONT MASTER PLAN

CITY OF CLEARWATER, FLORIDA

November 18, 2015



Contents

Section 1 - Purpose **2**
City Goals *2*
Plan Objectives *2*
Section 2 - Background **3**
2.1 - Overview *3*
2.2 - Opportunity Sites *4*
2.3 - Urban Land Institute (ULI) Advisory Services Panel Report *5*
2.4 - Comprehensive Boating Plan *5*
2.5 – Downtown Plan *5*
2.6 - Stormwater Manual *6*
2.7 - Referendum Considerations *6*
2.8 – Developer Consultant *6*
Section 3 - Study Area **7**
Section 4 - Scope of Work **8**
4.1 - Public Engagement Plan *8*
4.2 – Market Study *9*
4.3 – Circulation Framework Plan *9*
4.4 – Parks and Open Space Framework Plan *9*
4.5 – Catalyst Projects Framework Plan *9*
4.6 – Parking Study and Strategy *9*
4.7 – Cost Estimates *9*
4.8 – Implementation Strategy *10*
4.9 – Master Plan Document *10*
4.10 – Hearings *10*
4.11 – File Formats *10*
Section 5 - Submission Requirements **10**
5.1 – Inquires, Questions, and Clarifications *10*
5.2 – Delivery *10*
5.3 – Deadline *10*
5.4 – Schedule *11*
5.5 – Submission Format *11*
5.6 – Consultant Team Qualifications *11*
5.7 – References *11*
5.8 – Project Understanding *11*
5.9 – Project Approach *11*
5.10 – Final Total Cost *12*
Section 6 – Evaluation **12**
6.1 – Criteria for Evaluation and Award *12*
6.2 – Short-Listing *13*
6.3 – Presentations/Interviews *13*
Section 7 - Supporting Documents **13**

Section 1 - Purpose

The City of Clearwater, Florida (the City) is issuing this Request for Proposal (RFP) for the purpose of seeking a qualified consulting team(s) to facilitate and create *The Bluff/Waterfront Master Plan* (the Plan). The Plan is focused on the bluff west of Osceola Avenue, including Coachman Park and the waterfront. The Plan will assist the City in establishing a specific vision and adopting an implementation strategy to achieve a signature downtown waterfront area. The project work products will enable the City to implement a significant action item identified by the Urban Land Institute (ULI) Advisory Services Panel that was conducted in 2014. The following lists the project goals and objectives:

City Goals

- Implement the recommendations from the ULI Report (June 15 -20, 2014).
- Implement the Clearwater Downtown Redevelopment Plan
- Create a vibrant waterfront area/park.
- Identify redevelopment opportunities.

Plan Objectives

- Connect/integrate with downtown.
- Incorporate downtown plan design elements (e.g. streetscape, wayfinding).
- Create a strategy plan for economic development/redevelopment; include building out plan, identify actions (public/private), and identify other strategies that are needed for implementation.
- Complete a market analysis.
- Define a parking strategy.
- Activate waterfront.
- Complement downtown; link waterfront, park and downtown businesses.
- Incorporate other plans/initiatives (e.g. Comprehensive Boating Plan)
- Create opportunities for waterfront events to benefit downtown businesses

Section 2 - Background

2.1 - Overview

The City of Clearwater is a gulf coast city of approximately 110,000 residents located within the larger Tampa Bay region. Clearwater is the Pinellas County Seat with the densest county population in Florida. It is a governmental, business, and cultural center for the western metropolitan area. Clearwater has a variety of distinct neighborhoods, districts, and landscapes; the city encompasses the mid-county regions of mainland Pinellas County, the waterfront along Clearwater Harbor, and a barrier island on the Gulf of Mexico.

Clearwater's Downtown is an established central business district. It includes City Hall, municipal departments, the Main Library, and Pinellas County offices. There is a land use mix including significant institutional uses, multi-family, office, retail, restaurant, recreation; and established traditional neighborhoods surround the city center. Downtown has a public transportation terminal (PSTA) and is a significant node along the Pinellas Trail. Ferry service connects downtown to the beaches.

Downtown is located on a bluff that rises 30 feet above Clearwater Harbor. Downtown serves as the gateway to Clearwater Beach; the primary route passes through its southern boundaries by way of the Clearwater Memorial Causeway. Downtown is a focal point for the community whose centerpiece is Coachman Park, public open space, and the Clearwater Harbor Marina. The Main Library, City Hall, and the Harborview Center are public institutions that rest on the rim of the bluff and overlook the harbor. Several large vacant properties are located in and around the waterfront area. Cleveland Street stretches from the waterfront into the downtown core; it was historically the City's 'main street' and was recently enhanced with streetscape modifications. Although the commercial establishments have declined over the years, downtown Clearwater has retained its governmental, institutional, and open space functions.

The bluff and waterfront areas are a part of a designated Community Redevelopment Area (CRA) which encompasses the downtown and some surrounding neighborhoods. A CRA has been in place since 1981 and has experienced periodic updates and boundary adjustments. The Clearwater Downtown Redevelopment Plan (CDRP) is the guiding planning document for the activity within the CRA; the current version has been in place for over 10 years. The CDRP and CRA have been instrumental in substantial public and private investment.

Today, the bluff and waterfront host a variety of community events and are places of civic activity. However, many waterfront and bluff areas are physically and psychologically separated from the downtown core and other active uses. This is partially due to subpar urban design elements such as street pattern, pedestrian connections, and building orientation. The City aspires to knit together existing assets to create a holistic downtown with a connected waterfront. This will be accomplished through a comprehensive master plan for the bluff and waterfront areas.

2.2 - Opportunity Sites

The Downtown Clearwater area has several opportunity sites that can be reconfigured, modified, and/or redeveloped to activate the waterfront and the blocks atop the bluff. Furthermore, existing public infrastructure can be used as leverage to incentivize investment and stitch together the downtown core. The following opportunity sites have been identified for the project:

- **Coachman Park** is a large public park situated near the water's edge and just below the bluff. The park includes large lawn areas, a pond, and walking paths. The park is used for outdoor events; many of which use the Charles Wharton Johnson Pavilion which hosts national performers. The park is bordered by Drew Street on two sides. There is opportunity to enhance the park in terms of design, access, programming, and event accommodations.

- **The Main Library** is located atop the bluff and overlooks the Clearwater Harbor. The relatively new multi-level building includes several use areas such as the public library, administrative offices, a café, meeting rooms, and storage. The library has an adjacent surface parking lot and is oriented to Osceola Avenue. There is opportunity to modify the building and parking configuration.

- **Harborview Center** is a convention and meeting venue located on the bluff slope and maintains water views. The multi-level building has meeting areas, reception areas, and retail space; the facility has multiple entrances. The convention facilities have been closed for many years. Currently *Winter's Dolphin Tale Adventure* occupies a portion of the building area. Previous studies conducted by the City indicate it would be cost prohibitive to reuse the building for other purposes. The building has an adjacent surface parking lot which is located along the waterfront. There is opportunity to redevelop the site for other uses.

- **City Hall** is a mid-century, multi-story structure situated atop the bluff with waterfront views. The building is set back from Osceola Avenue and separated with a sizable surface parking lot. A second surface lot is located below the bluff and closer to the water. A fountain and courtyard are central to the property. There are long-term plans to construct a new city hall within the downtown core. There is opportunity to redevelop/repurpose the City Hall site.

- **Bayfront Tennis Complex** is a four court outdoor tennis park located near the waterfront and south of Cleveland Street. Large lawn areas surround the courts and parking is provided on adjacent streets and nearby municipal lots. There may be an opportunity to redevelop/modify the complex for future uses.

- **The Clearwater Marine Aquarium-Owned Site** (CMA) is a vacant property located immediately south of City Hall. The property is located on the bluff at Pierce Street and Osceola Avenue. The property was previously planned as a future aquarium but the CMA is no long planning to build on this site. The CMA is focused on expanding their existing facility on Island Estates. There is opportunity to plan for future uses on this site that activate the waterfront and downtown.

- **The Clearwater Harbor Marina** is situated at the Cleveland Street terminus and partially under the Clearwater Memorial Causeway Bridge. The marina is publically-owned and includes multiple boat slips for long-term and short-term docking. A privately operated ferry service is provided at the marina. There is opportunity to ensure the marina is better connected to downtown.

- **Area Streets** possess the opportunity to be better integrated, connected, and functional in the downtown area. The following describes the primary streets in the study area:

    - **Cleveland Street** is the main commercial/retail street in downtown and currently terminates at the waterfront before continuing as Drew Street. There are no ground level active uses west of Osceola Avenue; this segment has not received the same streetscape enhancements as other downtown segments. Cleveland Street has on-street parking and sidewalks. Cleveland Street was previously the primary link to the beach until a new bridge was constructed over 10 years ago.

    - **Drew Street** is a primary east-west roadway that runs along the northern portions of the downtown core. Drew Street also turns into a waterfront drive as it terminates at the harbor; Drew Street and Cleveland Street intersect to create a loop around many of the waterfront assets. Drew Street includes on-street parking, sidewalks, and landscaping; however, it has not received the same streetscape enhancements as other streets in downtown.

    - **Pierce Street** is an east-west roadway that terminates at the waterfront under the bridge. The roadway serves as the sole access to two public parking lots and a private condominium tower. Pierce Street has no other street connections west of Osceola Avenue; no streetscape enhancements have been applied. There is no on-street parking. Sidewalks line its north side and portions of its south side.

    - **Osceola Avenue** is a primary north-south street that connects the library, Harborview Center, City Hall, the CMA site, and the Pinellas County government campus. Osceola Avenue has continuous sidewalks and some on-street parking. Osceola Avenue has not yet received the same downtown streetscape enhancements; each segment has different sidewalk and parking treatments and there is a lack of design cohesiveness.

2.3 - Urban Land Institute (ULI) Advisory Services Panel Report

In June 2014, the Urban Land Institute conducted an evaluation and report to review the existing conditions, identify assets, notate the challenges, and recommend actions to improve downtown Clearwater. The report focused on the waterfront assets and recommended that a strategic plan be created to improve the waterfront area and create a stronger connection to the downtown core.

2.4 - Comprehensive Boating Plan

The City is presently embarking on a Comprehensive Boating Plan aimed at defining the long-term management and expansion to the Clearwater Harbor Marina. The Comprehensive Boating Plan is focused on the water activities but will address the upland resources/facilities needed to accommodate the future programming. The Comprehensive Boating Plan should be considered and incorporated into *The Bluff/Waterfront Master Plan*.

2.5 – Downtown Plan

The Clearwater Downtown Redevelopment Plan (CDRP) was created and adopted over 10 years ago as the guiding document for land use, design guidelines, capital improvements, and strategy for the downtown vicinity. It is the City's goal to retain this document and carry forward the general vision into other downtown planning efforts. The CDRP includes a land use map and design guidelines that affect development design, scale, and intensity. The CDRP also includes wayfinding and signage details. The CDRP should be considered as a guiding document to the *Bluff/Waterfront Master Plan* in terms of development components, design, and intensity. The CDRP has a "Coachman Park Master Plan" that will be amended as part of the *Bluff/Waterfront Master Plan.* The City is open to minor modifications to the CDRP to accommodate the outcomes from the *Bluff/Waterfront Master Plan* recommendations. City staff will update the CDRP after the *Bluff/Waterfront Master Plan* project is complete and as a separate

initiative. Specifically, the CDRP will be amended with a new Coachman Park Master Plan, updated strategies, and renewed capital projects plan.

2.6 - Stormwater Manual

The City recently created and adopted a new stormwater manual that allows for new best management practices (BMP) methods for managing stormwater. The manual includes new low impact development (LID) options that are conducive to urban redevelopment areas. The manual also provides opportunities for regional stormwater management. There is an opportunity to use the new stormwater management techniques in the waterfront redevelopment to maximize development potential while meeting stormwater quality/quantity standards. The City is interested in applying LID stormwater techniques in the *Bluff/Waterfront Master Plan* to maximize land usage and to create demonstration project(s) to showcase sustainable site design.

2.7 - Referendum Considerations

Pursuant to City Charter, certain public lands require voter approval to transfer to private ownership/lease. While the referendum requirements should not be the guiding factor in developing the ideal *Bluff/Waterfront Master Plan*, it should be considered in terms of appropriateness, public opinion, and feasibility.

2.8 – Developer Consultant

The City may elect to hire a developer/real estate expert to serve as a separate consultant to advise staff and the Consulting Team through the process. The developer consultant will serve as technical, financial, and market advisor to ensure plans are feasible and rooted in real estate realities. The developer consultant would be involved in project meetings, review project materials, and provide feedback/recommendations on the project elements. This role is separate from the scope and roles sought in this RFP, but should be considered in context.

Section 3 - Study Area

The project area is focused on the bluff and the waterfront areas in downtown Clearwater; whereas, the immediately surrounding areas should be studied and addressed in the resulting plan. Specifically, the core project areas include Osceola Avenue to the east, the waterfront to the west, Court Street to the south, and Drew Street to the north (and including city property on the water to the north). The periphery areas will be addressed in terms of probable uses, investment opportunities, circulation/connections, and needed capital improvements.



Study Area and Context Map

Section 4 - Scope of Work

The City of Clearwater seeks a consultant team to facilitate and develop *The Bluff/Waterfront Master Plan* that includes public engagement, development plans, and implementation strategy to transform the area into a signature waterfront district that is a connected part of its downtown area. The Plan is envisioned to establish the policy framework of guiding principles and future decision making. The following lists the individual tasks that will be included in the scope of work:

4.1 - Public Engagement Plan

The Consultant Team shall create and implement a comprehensive and inclusive public engagement plan that will span the duration of the project. The engagement plan should be informative and participatory; the engagement plan should be crafted to coincide with project phasing and key milestones. The engagement plan should welcome city-wide participation and provide multiple means to provide comment. The engagement plan is also essential to provide clear, accurate awareness for potential public referendums that will be required for development on public property. The public engagement plan should include the following minimum components:

- **Public Workshops** – The Consultant Team shall conduct a minimum of five (5) public workshops to provide project information, convey periodic findings, present design/programming alternatives, and obtain public feedback. The Consultant Team should consider a variety of innovative approaches to public engagement beyond the traditional open house model in order to creatively and actively engage the public while obtaining feedback. City staff will assist with the public workshops, arrange notice, and schedule the venue.

- **Steering Committee** – The Consultant Team will co-facilitate a minimum of five (5) internal steering committee meetings. The Steering Committee will be compose of City staff and may include representatives from other jurisdictions. The steering committee is focused on the technical, policy, and logistical elements of the project. The City will be responsible for creating the steering committee and scheduling meetings.

- **Stakeholders Committee** - The Consultant Team will co-facilitate a minimum of four (4) stakeholder committee meetings. The Stakeholder Committee will include a core of community representatives that will provide recommendations relating to the plan elements, design, and implementation strategy. The Consulting Team will assist the City in creating the Stakeholder Committee and recruiting membership. The City will be responsible for scheduling meetings.

- **Project Website and Social Media** – The Consultant Team will create a project website that will provide the project scope, schedule, findings, meeting dates/times/location, project milestones, design alternatives, and adoption hearing dates. The website shall also provide a means for participates to comment on the project and specific elements therein. The website shall post all relevant project documents and shall include the point of contact for all telephone calls, emails, and other submissions. The Consultant Team should utilize additional social media applications to inform the public of the project, schedule, and meeting times.

- **Email List** – The Consultant Team shall co-create and co-manage an established email list to publically notice registered persons and provide them with regular project updates. The email list shall include nearby business associations, neighborhood associations, and registered project participates.

4.2 – Market Study

The Consultant Team shall provide a market study for the bluff/waterfront areas and the immediately surrounding properties. The study should, at a minimum, examine residential, commercial, office, and the hospitality markets at the regional and local scale. The study should follow industry standards with regard to methodology and data sources. The market study should identify the probable future uses that (a) would be appropriate/feasible in the bluff/waterfront areas, and (b) would influence other investment in the surrounding downtown core. The Consultant Team will work with staff and the developer consultant in preparing the findings and recommendations.

4.3 – Circulation Framework Plan

The Consultant Team shall create a Circulation Framework Plan (C-FP) that identifies the ideal future transportation network in terms of pedestrian, vehicular, bicycle, watercraft, and transit modes. The C-FP should promote multi-modal circulation to and around the bluff/waterfront area. The C-FP will identify the future roadway layouts, pathways, and transit amenities. The ideal C-FP will also include typical cross sections for each facility type.

4.4 – Parks and Open Space Framework Plan

The Consultant Team shall create a Parks and Open Space Framework Plan (POS-FP) that identifies the ideal future open space areas in terms of location, character, programming, and design. The POS-FP should promote a variety of open space types in and around the bluff/waterfront area. The POS-FP may include public parks, event areas, plazas, greenways, blueways, and private open space areas.

4.5 – Catalyst Projects Framework Plan

The Consultant Team shall create a Catalyst Projects Framework Plan (CP-FP) that identifies potential catalytic sites and projects in the bluff/waterfront area. As part of the CP-FP, the Consultant Team shall provide the conceptual development plans, identify the programming, list the implementing strategies, and develop cost estimates for each catalytic project/site. In developing the catalyst plans, the Consultant Team shall collaborate with the City's developer partner. At a minimum, the Consultant Team shall include the following sites/projects in the CP-FP:

- Library property (retain library functions while exploring partial adaptive reuse for residual spaces)
- Harborview Center property
- City Hall property
- Clearwater Marine Aquarium (CMA) property
- Coachman Park and other waterfront parks
- Clearwater Harbor Marina (Comprehensive Boating Plan)

4.6 – Parking Study and Strategy

The Consultant Team shall explore and recommend a comprehensive Parking Study and Strategy that should be implemented in the bluff/waterfront district to efficiently serve its uses. The study/strategy shall explore shared parking opportunities, propose efficient/reasonable access, explore cost-feasible construction methods, and downplay the physical appearance of automobile parking. The study shall utilize industry standard methods for parking calculation and generations. Finally, the plan should provide creative and feasible parking strategies that can be implemented on a district scale.

4.7 – Cost Estimates

The Consultant Team shall provide cost estimates for each recommended capital improvement using industry standard methods and current construction costs. Cost Estimates should be presented and calculated on a project basis.

4.8 – Implementation Strategy

The Consultant Team shall provide an implementation strategy to ensure the ideas and projects within the Bluff/waterfront area are effectively executed. In doing so, an implementation strategy should be established for each catalyst project, capital improvement, and policy change.

4.9 – Master Plan Document

The Consultant Team shall create a master plan document that packages together the project process and findings in terms of *existing conditions, public engagement, reports/studies, framework plans, catalyst projects, cost estimates,* and *implementation strategy.* The master plan document should be articulate, illustrative, and descriptive.

4.10 – Hearings

The Consultant Team shall participate in plan/presentation hearings before the Community Development Board and City Council; the team will assist City staff in preparing for these hearings, making formal presentations, and providing responses. The hearings will include a minimum of three (3) individual hearings that will include the separate meetings before Community Development Board and City Council.

4.11 – File Formats

The Consultant Team shall provide all work products in file formats agreed upon by the City. City staff will use project documents for future analysis, periodic updates, and incorporation into other policy documents/reports.

Section 5 - Submission Requirements

Respondents to this RFP shall prepare submissions and seek clarification pursuant to the following requirements.

5.1 – Inquires, Questions, and Clarifications

All inquiries, questions, and requests for clarifications/interpretations shall be submitted in writing to the city contact either by letter, email. Answers to questions will be provided by means of an RFP addendum. During the period of time for which this RFP is being advertised and considered, the City's primary contact for information shall be:

- Alyce Benge, CPPO, Purchasing Manager
  City of Clearwater
  100 South Myrtle Ave. 3rd Floor
  Clearwater, Florida 33756
  alyce.benge@myclearwater.com
  727-562-4633

5.2 – Delivery

Proposals shall be marked RFP 04-16, The Bluff/Waterfront Master Plan" and delivered to:

- City of Clearwater
  Purchasing Department
  100 South Myrtle Avenue, 3rd Floor
  Clearwater, Florida 33756

Submittals may be delivered by hand, courier, express shipping, and/or United State Postal Service (PO Box 4748, Clearwater, FL 33758). Email submissions will NOT be accepted.

5.3 – Deadline

Proposals shall be received no later than 10:00 am on January 6, 2016. Proposals received after the specific time will NOT be considered. The City will not be responsible for failure of courier, express

shipping, USPS, or other delivery service to deliver a proposal to the appropriate appointed place and by the appointed time.

5.4 – Schedule

The following schedule is tentative and subject to change at the City's discretion.

- Issue RFP — November 18, 2015
- Advertise in Tampa Bay Times — November 20, 2015
- Proposals due by 10:00 am — January 6, 2016
- Evaluation Committee Meeting — Week of January 18, 2016
- Respondents Interviews — Week of February 1, 2016
- Contract negotiation completion — February 2016
- City Council contract approval — March 17, 2016

5.5 – Submission Format

Respondents shall provide one (1) original response, 7 copies and one (1) digital copy in PDF format on disc or thumb drive.

5.6 – Consultant Team Qualifications

Respondents shall provide information that demonstrates expertise, experience and capabilities. Respondents shall provide the firm(s) overview in terms of location, services provided, and size. Submissions shall also list professional capabilities and areas of expertise. Responses shall provide relevant project experience with descriptions, location, client, images, and year(s) completed. Finally, responses shall introduce each team member in terms of expertise, years and project experience, and professional credentials.

5.7 – References

Respondents shall provide at least three (3) client references from recent relevant projects. Responses shall include: Name, Title/Role, Company/Organization, Project Association, Email Address, and Telephone number.

5.8 – Project Understanding

Respondents should demonstrate their project understanding and the path to implement the City's goals and objectives. Respondents should appreciate the existing urban fabric/context and recognize preliminary opportunities and constraints.

5.9 – Project Approach

Respondents shall provide a written description of their intended project approach, planning philosophy, and initial ideas of redeveloping the Plan. The project approach should specifically address all the tasks listed in the Section 4 – Scope of Work of this RFP. At a minimum, the project approach description shall address the following:

- Public Engagement Plan
- Plan Components
- Project Management / Organizational Chart
- Project Schedule / Timeline

- Quality Assurance / Quality Control
- Team Availability/Capacity

5.10 – Final Total Cost

Respondents shall provide a total cost for completing the project and the tasks listed under Section 4 – Scope of Work. A total price shall be provided along with a price for each task. Reimbursable rates shall be provided. Travel expenses shall be included in the lump sum fee(s).

Section 6 – Evaluation

Proposals will be reviewed by an evaluation committee composed of City employees and/or authorized agents. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.

6.1 – Criteria for Evaluation and Award

The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and price. All proposals must meet the following responsiveness and responsibility criteria.

- **Responsiveness.** The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
- **Responsibility.** The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- **Technical Proposal.** The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
- **Price.** Proposal costs will be scored relevant to the value in the proposal and against the other responses.
- If less than (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Possible Points
Team Qualifications	30
Project Approach *(excluding Public Engagement)*	30
Public Engagement Plan	20
Quality of previous performance/References	10
Proposed Cost	10

6.2 – Short-Listing

The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those shortlisted proposers would be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

6.3 – Presentations/Interviews

The proposer must provide a formal presentation/interview on-site at a City location upon request.

Section 7 - Supporting Documents

The following documents are directly applicable to The Bluff/Waterfront Master Plan. Respondents are encouraged to review these supporting documents prior to preparing formal submissions. These documents are available on the City website.

- Clearwater Downtown Redevelopment Plan (effective date February 2004)
- Urban Land Institute Report for Clearwater (June 15-20, 2014)
- The Clearwater Comprehensive Boating Plan (draft)

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#15-1826

Agenda Date: 11/2/2015 **Version:** 1 **Status:** Agenda Ready

In Control: Community Redevelopment Agency **File Type:** Action Item

Agenda Number: 4.5

SUBJECT/RECOMMENDATION:

Approve Amendment to ULI 12 Priority (P) Work Program, Reconsider Downtown Design Guidelines, to expand the scope of work to include an update and reformatting of the Downtown Redevelopment Plan to incorporate ULI related implementation projects, programs, and strategies; update character districts; incorporate contents of the Downtown zoning district from the Community Development Code; create minimum standard development; and update design and signage guidelines in the Downtown Redevelopment Plan area.

SUMMARY:

The Planning and Development Department began work on ULI #12 Priority Work Program to "Reconsider Downtown Design Guidelines" by organizing and meeting with a downtown stakeholder group to provide feedback. After discussions with stakeholders and meetings with the group, it became increasingly clear that the outcome of original scope of work was not going to satisfy the stakeholder's fundamental concerns. While this priority work program item was created to meet the desire to address potentially quick implementation items from the ULI Report, it was not going to address the underlying issues identified by the group as any amendment to the Downtown Redevelopment Plan is a complicated and lengthy process requiring approvals from multiple agencies. Planning and Development staff believes that an update/reformat of the entire Plan is needed this juncture to:

1) Meet the needs of downtown stakeholders;
2) Provide a comprehensive review of the underlying issues and streamline the process;
3) Create the vehicle to incorporate and implement the various studies underway.

Planning and Development is proposing an expansion of the scope of the ULI Priority Item "Reconsider Downtown Design Guidelines and Sign Regulations" to include an update and reformatting of the Downtown Clearwater Redevelopment Plan. The proposed changes described below will streamline and simplify the City's Downtown Redevelopment Plan while accommodating several major objectives which have been identified as important to enhancing opportunity for future economic development in the downtown plan area. This approach affords an opportunity to successfully integrate all ULI-related work, studies, and projects into the downtown planning document as appropriate, and in some cases, as a legal imperative for CRA related projects and expenditures. Importantly, this is the vehicle which will enable the implementation of the East Gateway Vision plan, North Marina Area Plan, the Comprehensive Boating Plan and the Bluff/Coachman/Waterfront Plan. Lastly, it is important to remember that each time a special area plan is amended at least six months alone needs to be allotted for the review process both within and without the City.

Character Districts

The focus of this task is to re-examine the six Character Districts which make up the Downtown Planning Area and their relationship with the Community Development Code (CDC). The Character Districts work in tandem with the Design Guidelines guiding development and through use requirements, function, development patterns and intensity, density and height. The Design Guidelines ensure projects implement the goals, objectives and policies and Character District visions. Staff intends to remove the contents of the Downtown District from the CDC and incorporate them into each of the Character Districts.

This will accomplish several goals:

First, it will fulfill the stated obligation of the City, as specified as a one year goal from adoption of the Plan, to include minimum standard development design parameters within the Downtown Planning Area. Uses listed as a minimum standard development may be reviewed directly through the building permit or Business Tax Receipt process reducing review times from up to three months to days or even hours and eliminating application fees which generally start at $675. It has already been established that each of the Character Districts are unique with regard to pattern of development (both existing and desired) and mix of uses. Staff believes that the current D District regulations are overly broad and general in their scope to appropriately reflect the nuances of each character district. This approach will allow staff to clearly and predictably regulate uses by character district. This will allow staff to focus on the form-based component of development which consists of application of the Design Guidelines.

Second, staff intends to re-examine the application of parking requirements in, at least, parts of the Downtown Planning Area. For example, it may make sense for overnight accommodations and residential uses to provide their own on-site parking but for most other uses to rely on the more than 2,000 public parking spaces which exist in the Planning Area especially in the Downtown Core.

Finally, it will also simplify the entire process for both staff and applicant by accelerating and streamlining the review process and consolidating most of the regulations application to the Downtown Planning Area into one document: intensity of use, permitted and prohibited uses, Design Guidelines, development incentives will all be conveniently located in one document.

Design Guidelines

Staff will examine and update the Design Guidelines to remove redundancies, outdated and/or unclear pictures and images and incorporate compatible components of Streetsense.

Sign Regulations

Staff will examine and update the portion of the CDC addressing signage to allow additional flexibility in the Downtown Planning Area with regard to the types, number and area of signs. Staff believes that it may be appropriate for business owners to be able to divide their permitted overall signage area between several types of signs without a formal Comprehensive Sign Program review which costs $400 and can take a week or two for review. For example, a property owner would be able to include an attached sign, awning sign and an under awning hanging sign as a matter of right.

ULI Implementation Work Program Summary-PROPOSED Priority Items		
Action Item-ULI 12	Reconsider Downtown Design Guidelines and Sign Regulations – Update of Downtown Redevelopment Plan	
Objective	Complete comprehensive review of appropriateness of Design Guidelines and Sign Regulations vis-à-vis ULI Report; current Council discussion; current development environment; redevelopment objectives and stakeholder/merchant concerns.	
Staff Recommendation	Support	
Lead Department	Planning and Development	
Timeframe	15 – 17 months	
Cost	N/A, will complete in-house. May require Work Program adjustments TBD	
Source of Funds	N/A(see above)	
Staff Lead (and support)	• Mark Parry • Gina Clayton • Michael Delk • Various additional Planning staff, as needed.	
Supporting Departments	• CRA • Economic Development and Housing	
Anticipated Deliverables	• Planning and Development staff analysis and recommendations for Council discussion and direction • Amendments to Downtown Redevelopment Plan	
Activities to be Conducted	Consult with affected downtown organizations to determine current concerns, including: DDB; CRA: CDP; C of Commerce; Downtown Merchants Association and neighborhood associations	Process started and meetings will be conducted at key points in the project
	Conduct review of previous work products for unresolved items/issues: ULI Study; Business Task Force Report; Streetsense work product; Council Downtown sub-committee work product, review of the Downtown zoning district, etc.	Process started and results will be incorporated into amendments
	Develop more streamlined and reformatted Plan document. Incorporate the outcomes of various ULI projects, East Gateway Vision Plan and TIF analysis. Work will be	January 2016 – March 2017

	incorporated as each project is completed. Present to Council as work proceeds and major milestones are met and input/direction is needed.	April 2016 – March 2017
	Prepare Amendments to Redevelopment Plan and Code as appropriate; Present to various boards/committees as needed throughout the process	Mar. 2016 – Mar. 2017
	CDB review and recommendation; Council Agenda Item to Consider Amendments	Spring 2017

Notes: Amendments needed to the Downtown Redevelopment Plan as a result of this project, as well as the other major ULI priority projects including the North Marina Master Plan, Bluff/Coachman Park/Waterfront Master Plan, and Comprehensive Boating Plan along with the East Gateway Vision Plan and TIF Analysis will be consolidated into one ordinance and presented to the City Council and Community Development Board. . Following Council approval the *Plan* amendments must also be reviewed & approved by the PPC, CPA & BCC as the *Plan* serves as the special area plan &CRA plan for Downtown.

ULI Implementation Work Program Summary- 11/2/15-APPROVED Priority Items		
Action Item-ULI 12	Reconsider Downtown Design Guidelines and Sign Regulations	
Objective	Complete review of sections of Downtown Design Guidelines and Sign Regulations vis-à-vis ULI Report; objectives and stakeholder/merchant concerns	
Staff Recommendation	Support	
Lead Department	Planning and Development	
Timeframe	9 Months	
Cost	N/A (Will complete in-house)	
Source of Funds	N/A	
Staff Lead (and support)	• *Mark Parry* • *Gina Clayton* • *Michael Delk* • *Robert Tefft*	
Supporting Departments	• *CRA* • *Economic Development and Housing*	
Dependencies	N/A	
Anticipated Deliverables	• *Planning and Development staff analysis and recommendations for Council discussion and direction* • *Amendments to Downtown Redevelopment Plan*	
Activities to be Conducted		
	Consult with affected downtown organizations to determine current concerns, including: DDB; Business Task Force; CRA: CDP; C of Commerce; Downtown Merchants Association.	November – December 2015
	Conduct review of previous work products for unresolved items/issues: ULI Study; Business Task Force; Streetsense work product; Council Downtown Sub-committee work product, etc.	January - May 2016
	Develop Staff Report /recommendations for Council review/discussion	June 2016
	Prepare Amendments	May – July 2016
Status: <u>On Schedule</u> (Repurposed and Rescheduled ,	Pursuant to the recent Council decision scaling back the scope of this project, staff has commenced with the original abbreviated review which included a review of the Downtown Design Guidelines and sign code provision. Review of character district provisions and the Downtown zoning district will no longer	

[Please add Lead and Date filled here]

Per CRA Board Direction)	occur. Staff has completed review of the design guidelines and sign ordinance with regard to the Streetsense report, and Council subcommittee. Staff will continue its review with the Business Task Force and will conduct meetings with the project steering committee in August and September. Suggested revisions will be presented to City Council in Oct./November. Agreed upon changes will be made to the Downtown Design Guidelines after revisions to the North Marina area determined in December 2015 so the Downtown Plan is amended only once. Revisions to the sign code can proceed to the CDB after Council direction is obtained in November.

[Please add Lead and Date filled here]

CLEARWATER DOWNTOWN PARTNERSHIP, INC.

a 501(c)(3) nonprofit corporation

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October 28, 2015

Mayor George Cretekos and Councilmembers
Office of the City Council
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Dear Mayor Cretekos and Councilmembers,

I am writing to you in connection with Action Item ULI 12 related to Reconsidering Downtown Design Guidelines and Sign Regulations agenda item on the upcoming CRA meeting on November 2, 2015.

The Clearwater Downtown Partnership is a non-profit organization made up of downtown property owners, business owners and other stakeholders interested in the revitalization efforts of downtown Clearwater and the Cleveland Street District. Our members are heavily vested in CRA initiatives and we are in support of, and encourage the CRA to approve the reworking and reorganization of the Downtown Design Guidelines initiative to be more comprehensive and inclusive of a deeper scope as outlined by City Staff.

We understand that this is a longer process than the original scope provided; however we feel the final results will enhance the code related challenges we face downtown and offer a stronger environment for private investment and development within our downtown community.

Respectively, we also request that the City be amenable to some of the immediate needs, which will ultimately be resolved by the Downtown Design Guidelines initiative, which impact current and prospective investors and their ability to efficiently obtain operating permits and appropriately promote their businesses.

Best Regards,

Grant Wood
Interim Chair
Clearwater Downtown Partnership, Inc.