



**BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA**

**RESOLUTION NUMBER 126-2013**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AWARDED OF RFP No. 2013-133 TO THE HIGHEST RANKING FIRM: ISLAND PARTY RENTALS OF SOUTH FLORIDA, STUART, FLORIDA AND AUTHORIZING THE NEGOTIATION OF A LEASE AGREEMENT FOR THE LEASE OF THE FLAGLER CENTER FOR THREE YEARS, WITH OPTIONS FOR RENEWAL, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:**

SECTION 1: The City Commission of the City of Stuart, Florida approves the award of RFP No. 2013-133 to ISLAND PARTY RENTALS OF SOUTH FLORIDA, Stuart, Florida, for the lease of the Flagler Center and further authorizes staff to negotiate the lease agreement.

SECTION 2: The City Commission authorizes the Mayor, City Clerk and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Res.126-2013  
Award RFP 2103-133 for the Flagler Center

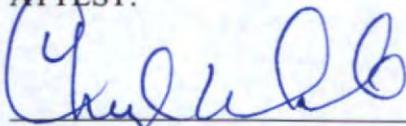
Commissioner McDonald offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Krauskopf and upon being put to a roll call vote, the vote was as follows:

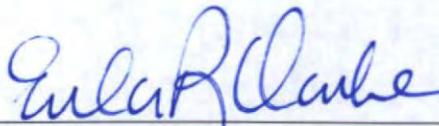
EULA R. CLARKE, MAYOR  
TROY A. McDONALD., VICE MAYOR  
JEFFREY A. KRAUSKOPF, COMMISSIONER  
KELLI GLASS LEIGHTON, COMMISSIONER  
JAMES A. CHRISTIE, Jr, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

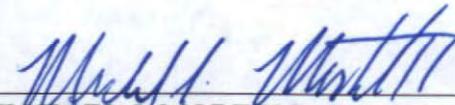
ADOPTED this 28th day of October, 2013.

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
EULA R. CLARKE  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL J. MORTELL  
CITY ATTORNEY





## **ABSOLUTE NET - UNSUBORDINATED LEASE**

THIS LEASE is made and executed as of the 22 day of Nov 2013, between the **City of Stuart**, a municipal corporation, 121 SW Flagler Avenue, Stuart, FL 34994, hereinafter referred to as LESSOR", and **Flagler Place, Inc.**, a Florida for profit corporation, 2776 SE Monroe Street, Stuart, Florida, 34997, hereinafter referred to as "LESSEE."

### **Section 1. Demise, Description and Use of Premises.**

In consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid this day, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee and Lessee hires from Lessor upon the terms and conditions contained herein, for the purpose of conducting thereon any lawful business and for no other purpose, the following described real property located in Martin County, Florida, to wit:

**See Exhibit "A" attached hereto and made a part hereof.**

As used herein, the term "Premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

### **Section 2. Commencement and Term.**

The term of this Lease shall commence on the date of full execution of this Lease (the "Commencement Date"). Rental payments due hereunder shall be payable in advance and shall commence on January 1, 2014 ("Rent Commencement Date").

The term of this Lease shall continue for a period of three (3) years from the Commencement Date subject to extension or prior termination as set forth herein.

### **Section 3. Right to Extend.**

Provided the Lessee is not in default under any of the terms and conditions of this Lease, and provided the Lessee has faithfully performed all of its covenants and undertakings contained in this Lease, Lessee shall have the right to request to extend the term of this Lease for two additional terms of three (3) years each upon the same terms and conditions [**no total lease term, including extensions, shall exceed ten (10) years**]. The term of the Lease shall be extended upon the mutual agreement of the parties. Lessee shall give notice of intent to extend not less than one hundred twenty (120) days prior to commencement of the next ensuing extension term. Such notice shall be sent to the Lessor either by registered or certified mail, return receipt requested, postage prepaid, at the address of Lessor set forth above or such other address as Lessor may direct in writing. Lessee may also exercise its right to request extension of the term hereof not earlier than at any time during the last year of any existing term. Options can only be exercised one at a time and only consecutively.

#### **Section 4. Basic Rent.**

It is the purpose and intent of the Lessor and the Lessee that the rent shall be absolute net to the lessor. Lessee hereby agrees to pay to Lessor rent for the leased Premises land, the sum of Twenty Five Thousand Two Hundred and 00/100 Dollars (\$25,200.00) per year, payable solely for the convenience of Lessee in equal monthly installments of Two Thousand One Hundred and 00/100 Dollars (\$2,100.00) payable on the first (1<sup>st</sup>) day of each month, in advance, from the rent commencement date, January 1, 2014, throughout the term of this Lease, including any renewal terms subject to adjustment as hereinafter set forth. In the event that this Commencement Date falls on some day other than the first day of a calendar month, the first month's rent shall be prorated to reflect the actual period for which rent is payable. Payment shall be made in the form of a locally drawn local (Martin County, Florida) bank's check and shall be made to whoever the Landlord designates, in writing, from time to time. All sums due as rent or additional rent shall be paid without set-off for any reason.

**Section 4(a). Late Fee. The rent is due no later than the 1<sup>st</sup> day of each month. Any rent not tendered to the Lessor by 5:00 p.m. on the tenth day of the month is deemed late. Should exceptional circumstances prevent prompt payment of the rent, lessee agrees to pay a late fee equal to 10% of the current monthly rental obligation. During the first year, this late fee shall be the sum of Two Hundred and Ten Dollars (\$210.00).**

#### **Section 5. Rent Escalation.**

For subsequent years the amount of the rent payable will be and additional three (3%) percent per year, added onto the existing basic rent beginning on January 1<sup>st</sup> each year.

#### **Section 6. Taxes and Assessments.**

Beginning on the Commencement Date and throughout the term of this Lease thereafter, including any extension terms, Lessee shall pay, as additional rent hereunder, before they become delinquent, all taxes. "Taxes" as used herein, means all real property taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Premises or any part thereof and any rents due Lessor therefrom from time to time by any lawful taxing authority, whether Federal, State, Municipal, School, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real property taxes whether of the foregoing character or not and whether in existence at the Commencement Date.

Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor receives requiring payment for any of the items set forth above.

All taxes for the beginning and ending years of the term hereof, from date hereof, including any extension terms, shall be prorated between Lessor and Lessee based upon the respective periods in which they hold possession of the Premises.

Lessee may contest any tax or assessment it is required to pay and may file protests or otherwise proceed in the name of Lessor. No contest may be filed for the first year's taxes. Thereafter, any contest must be made by posting with the Lessor sufficient collateral, in a form acceptable to Lessor, to protect the Lessor

against loss of the property by tax sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent.

All Federal or State sales taxes or taxes similar in nature imposed upon payments made by a tenant to a landlord or upon this lease whether on the rents, additional rent or the lease or leasing privilege shall be paid in full by Lessee promptly when due or upon demand therefore.

#### **Section 7. Permitted Uses.**

Lessee shall be entitled to develop the Premises for use as a recreational, educational and cultural event center. Lessor hereby agrees not to affirmatively interfere with Lessee's efforts to so develop the Premises, except that all improvements collectively costing \$2,000 or more to the premises shall be subject to the approval of the City. Lessee shall be responsible for the payment of any and all costs incurred in connection with the development of the Premises including the preparation of any applications, plans, surveys or other documents and all impact fees and development or permit fees incurred in connection with development of the Premises.

Beginning not later than December 1, 2013, the Lessee shall keep the Premises open and available for use by its customers on all days of the year, subject to closure only upon the written approval of the City Manager. The Lessee shall maintain and keep an office open and available to public business invitees, not less than on Monday through Friday, 9:00 AM to 5:00 PM. The parties further agree that the Lessee shall be permitted to close the Premises upon ten (10) days written notice to the City Manager, for up to three (3) weeks during the period from July 15<sup>th</sup> to September 15<sup>th</sup> each year, for the purpose of cleaning, painting, making improvements and taking vacation, subject only to honoring any bookings during that time.

Lessee acknowledges that at the time this Lease is entered by the parties, the Lessor has agreed and "booked" certain events which shall be honored by the Lessee. Lessee agrees to work directly with the event planners and shall arrange for charges and fees which comport to those fees adopted and charged by the Lessor, prior to the entry of the Lease. A list of the events booked by the Lessor and of the Fees to be charged is attached as **Exhibit "B."**

The Lessor shall retain the use of the Premises for any event that does not conflict with an already "Booked Event". Number of days set aside for City of Stuart sponsored events or specific use by the City of Stuart shall not exceed 25 days annually, without prior approval of Lessee. Except for Lessor's events, a Booked Event is described as an event where the Lessee has taken a deposit and has entered into a contract with a customer for the use of the Premises on a specific date and time. In the event that the Premises shall not be entirely under such contract, the Lessor may, at its sole option, retain use of the remainder of the Premises for any event. Lessor shall not be required to pay any fee or rent for its use of the Premises. Lessor shall be responsible to the Lessee for paying the actual cost of producing events, including labor and materials, food, and beverages, subject to the later written agreement for such use by the Lessee and the City Manager.

Nothing contained herein shall be construed so as to require Lessor to execute any document or instrument, which would create any financial liability neither on the part of Lessor nor upon the subject premises, nor alter or impair Lessor's rights under this Lease. There is no obligation under this Lease for Lessor to convey or burden any part of or all of the fee interest of the subject premises or grant or agree to any condition, which will burden the property beyond the Lease term. Any such condition shall terminate when the Lease terminates.

**Section 8. Encumbrances of Lessee's Leasehold Interest.**

Lessee shall not, without obtaining Lessor's prior written consent, encumber its Leasehold interest in the Premises together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee. Such encumbrance shall not be unreasonably withheld by the Lessor. Under Florida law, the Lessor cannot and shall not be required to subordinate its fee simple interest in the Premises to the lien of any mortgage, which Lessee may execute.

Lessor further agrees, in connection with Lessee's efforts to obtain financing for the development of the Premises, to provide any Mortgagee of whom Lessor has actual knowledge who holds a mortgage on Lessee's leasehold interest with a copy of any notice of default Lessor sends to Lessee hereunder and prior to terminating this Lease as in result of any default by Lessee, Lessor shall provide any such Mortgagee an equal period within which to cure any default by Lessee or in the alternative, Lessor shall give the Mortgagee the right to elect to receive a new lease on the Premises for a term equal to the then unexpired term of this Lease containing the same covenants and conditions as this Lease, such right of election to be in effect for thirty (30) days following the expiration of any grace period granted to Lessee and said right to be conditioned upon the mortgage curing Lessee's default.

Lessor shall from time to time, within ten (10) days after Lessee shall have requested it, execute, enseat, acknowledge and deliver to the Lessee, or such other party as may be directed by Lessee an estoppel letter in recordable form certifying any fact pertaining to the Lease reasonably requested by Lessee or any mortgage or prospective mortgage of the leasehold interest. It is intended that any statement delivered pursuant to the provisions of this Section be relied upon by any such mortgage. Lessee shall prepare such instrument and deliver same to Lessor with the request.

**Section 9. Assignment and Sublease**

Lessee may not assign all or any portion of this Lease or sublease the whole or any part of the Premises, including portions of any improvements erected thereon by Lessor or other portions of the Premises for any purpose without the express, written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Any assignment or sublease may be conditioned by the Lessor on the commercial suitability, the good reputation in the community, and the financial strength and solvency of the proposed assignee or sub-tenant, all or any of which may be require suitable proof thereof. Lessee shall remain liable for the full performance of its covenants and obligations under this Lease for the entire term hereof. No sub-lease can extend beyond the existing term of this Lease. No sub-lease can alter the terms hereof.

**Section 10. Uses Prohibited.**

Lessee shall not use or permit the use of the Premises, or any part thereof, for any illegal purpose or purposes, nor shall Lessee maintain a nuisance on the Premises or use or permit the use thereof for immoral purposes. The Premises may not be used as a toxic waste dump or storage facility, a solid waste disposal site or any use which could have a harmful effect on the land itself. The Lessee shall not commit waste. No use may be made of the property which would legally impair the right to collect rental adjustments called for herein.

## **Section 11. Improvements, Repairs, Additions, Replacements to the Real Property.**

Through the term of this Lease, the Lessee shall have the right (but not the duty) to construct, erect, or reconstruct any and all manner of buildings, works, or improvements upon the Premises as are permitted by this lease and the then applicable Zoning, Subdivision and Building Ordinances of the applicable jurisdiction.

Lessee shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in good repair and good condition (ordinary wear and tear excepted), all buildings and improvements at any time erected on the Premises and the inventory listed in exhibit D, addendum 1; attachment F, and shall use all reasonable precaution to prevent waste, damage or injury.

Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Premises during the term of this Lease, it being understood that the Lessee takes the Premises in an "AS IS" condition, having made all of the inspections it chose to make, prior to entering into this Lease, and that the Lessee is satisfied with the condition of the Premises.

Lessee's rights, as set forth in this Section 11, shall be subject to the following conditions:

- A. The cost of any such construction, or of any change, alteration or improvements, shall be borne and paid for by Lessee.
- B. The Premises shall, at all times, be kept free of mechanics and material men's liens.
- C. The parties shall enter into a Memorandum of Lease, in recordable form, in form and content acceptable to Lessor, and the same shall be recorded prior to the commencement of any work on the premises. The Lessee agrees to execute such further agreements as may be necessary, from time to time, to preserve the leased premises from the imposition of liens. The Lessee shall provide in any contracts and shall require the General Contractor to provide in all sub-contracts and sub-sub-contracts that the parties thereto must look solely to the Lessee for payment and that no liens shall be filed against the land itself.
- D. During the term of the Lease (or any extended term acquired by exercise of an option hereunder), Lessee shall not demolish or remove any building or improvements located on the premises. At the end of term hereof, all improvements located on the Premises will become the property of Lessor and at Lessor's option, Lessor can require Lessee to remove all or any part of the improvements and to place the Premises in their original condition.

## **Section 12. Insurance.**

Lessee covenants to provide, during the entire term hereof at Lessee's own cost and expense, as additional rent, by advance payment of premiums, a comprehensive liability policy of insurance protecting Lessor and Lessee as their interest may appear against any liability whatsoever, occasioned by accident on or about the demised premises or any appurtenances thereto. Such policy shall be approved by Lessor, written by a company rated not less than "AAA", by Best's Register, in an amount not less than One Million Dollars (\$1,000,000) to cover the claim of damage from any single person, and not less than Two Million Dollars (\$2,000,000) to cover more than a single claim which may arise from a single action, and in the sum of One Hundred Thousand Dollars (\$100,000) in respect to claims for property damage. Such policy shall insure Lessee and Lessor against any liability that may accrue against them or either of them,

on account of any occurrence on or to the demised premises during the term thereof, resulting in personal injury, death, property damage, liquor liability or any other liability whatsoever; and said policies shall include indemnity against loss, expense and damage of any and every kind, including costs of investigation and attorney's fees, and other costs of defense. Lessee shall see to it that the Lessor shall at all times be in possession of a valid Certificate of Insurance, naming the City of Stuart as an additional insured. Lessee agrees to pay all premiums for all policies promptly as additional rent and deliver to Lessor an original or duplicate original of all such policies, together with evidence of payment of premium thereon, upon the beginning date of this Lease, and from time to time thereafter as premiums shall fall due. Lessor may require an increase in the limits of coverage or extent of coverage at any time such increase is deemed commercially reasonable by Lessor. Lessor may increase the amounts of required insurance coverage provided the same is commercially reasonable.

All insurance coverage called for under the Lease shall contain provisions granting Lessor the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal, and shall be written by an insurance company authorized to do business in Florida. Copies of the policies shall be promptly furnished to Lessor.

All hazard insurance policies carried by the Lessee covering property located on the demised premises will provide that the Lessor is an additional named insured, as its interest may appear.

### **Section 13. Indemnify Lessor.**

In consideration of said Premises being leased to Lessee for the above rental, Lessee agrees: that Lessee, at all times, will indemnify and hold harmless Lessor from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Premises by Lessee, or consequent upon or arising from any acts, omission, neglect or fault of Lessee, his agents, servants, employees, licensees, visitors, customers, patrons, or invitees, or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; that Lessor shall not be liable to Lessee or any damages, losses or injuries to the persons or to property of Lessee which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, and that Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, where said injuries or damages arose about or upon said Premises as a result of the negligence of Lessee, his agents, employees, servants, licensees, visitors, customers, patrons and invitees. All personal property placed or moved into the Leased Premises or Building shall be at the risk of Lessee or the owners thereof, and Lessor shall not be liable to Lessee for any damages to said personal property. Lessee shall maintain at all times during the term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Lessor and to pay Lessor's damages, if any, resulting from any matters set forth hereinbefore in this Paragraph 13. LESSEE WAIVES ALL RIGHTS TO RECOVER FROM LESSOR FOR ANY DAMAGES CAUSED BY NEGLIGENCE OF LESSOR, ITS AGENTS OR EMPLOYEES. Lessee's insurance policies shall contain a waiver of the right of subrogation as against the Lessor.

### **Section 14. Time.**

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

**Section 15. Condemnation.**

- A. If, at any time during the term of this Lease, title to all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain, this Lease shall terminate and expire on the date of such taking, and the rent and other charges provided to be paid by Lessee shall be apportioned and paid to the date of such taking.
- B. If at any time during the term of this Lease, title to less than all of the Premises shall be taken as aforesaid, this Lease shall continue (unless Lessee shall elect to terminate this Lease by giving notice thereof to Lessor within thirty (30) days after the date of such taking, in which case this Lease shall terminate on the date therefore set forth in such notice), except that thereafter the rent shall be reduced to a fraction of the former amount which fraction shall be determined by dividing the area of the untaken portion of the Premises by the area of the Premises immediately before the taking.
- C. Lessee may, at its option, but shall not be required to, repair, restore, replace or rebuild any damage or destruction to the Premises and improvements located thereon resulting or arising from any taking of all or any part thereof.

**Section 16. Requirements of Public Authority.**

- A. During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (collectively "regulations") of the Federal, State, County, and City Governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force on the Commencement Date or may in the future be passed, enacted, or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 16. If such regulations shall so restrict the use or development of the Premises so as to render the development of the Premises unfeasible in the discretion of Lessee, Lessee shall have the option to terminate this Lease upon thirty (30) days written notice to Lessor.
- B. Lessee shall have the right to contest by appropriate legal proceeding diligently conducted in good faith in the name of the Lessee, without costs, liability or expense to Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (A) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Lessee may delay such compliance therewith until the final determination of such proceedings. Nothing herein shall delay the payment of all sums due to Lessor herein required to be paid.
- C. As a condition precedent to Lessee filing any claim against City, Lessee shall make available to City all of Lessee's books and records (directly or indirectly related to the claim of Lessee's business) requested by City. Refusal to do so shall constitute a material breach of this contract.

Maintenance and Public Access to Records: In compliance with F.S. 119.0701 (2013) the Lessee shall:

(a) Keep and maintain public records that would ordinarily and necessarily be required by the City of Stuart in order to perform the services provided by the Lessee. This includes, without limitation, any and all financial, accounting, operational, time or service records or reports kept, generated or issued as a normal part of the services provided.

(b) Provide the public with access to these public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(c) Ensure that public records that are considered exempt or confidential by law, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Lessee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(f) If the Lessee does not comply with a public records request, the City shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

#### **Section 17. Lessor's Title/Possession.**

Lessor covenants that as of the Commencement Date: Lessor shall have the fee simple title to the Premises with full right and authority to make this Lease; the Premises shall be leased to the tenant subject to all liens, easements and restrictions, . Lessee has surveyed the property and has accepted the state of the survey. Lessee shall be delivered possession of the Premises; and Lessee shall have quiet and peaceful possession and enjoyment of the Premises and of all appurtenances thereunto belonging during the term of this Lease including all extension terms.

#### **Section 18. Care of Premises.**

Lessee shall in nowise violate any of the zoning or other governmental restrictions now or hereafter placed upon the said real property. Lessee shall, at its sole expense, pay for any alterations, repairs, replacements, improvements, machinery or equipment which may be required by any applicable governing body now or at any time during the term of this Lease.

#### **Section 19. Conditional Limitations – Lessee Default Provisions.**

This lease and the term hereof are subject to the limitation that if, at any time during the term of this Lease, any one or more of the following events (herein called an "event of default") shall occur, that is to say:

- A. If Lessee shall make an assignment of this Lease for the benefit of its creditors; or
- B. If any petition shall be filed against Lessee in any court, whether or not pursuant to any Statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, and if any such proceedings shall not be dismissed within ninety (90) days after the institution of the same; or if any such petition shall be so filed by Lessee; or
- C. If Lessee shall fail to pay any installment of the rent, or any part hereof, when the same shall become due and payable, and such failure shall continue for ten (10) days; or
- D. If Lessee shall fail to pay when due any other charge required to be paid by Lessee hereunder, and such failure shall continue for ten (10) days after written notice thereof from Lessor to Lessee; or
- E. If Lessee shall fail to perform or observe any other requirement of this Lease (not hereinbefore in this Section 20 specifically referred to) on the part of Lessee to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, unless Lessee shall have commenced to cure any such default as is referred to in this sub-section five (5) within said thirty (30) day period and diligently pursues such cure to completion;

Then upon the happening of any one or more of the aforementioned events of default, and the expiration of the period of time for remedying the same, Lessor may:

- a. Give to Lessee a notice hereinafter called (“notice of termination”) ending the term of this Lease and the term hereof, as well as all of the right, title and interest of the Lessee hereunder, which shall wholly cease and expire in the same manner and with the same force and effect as if the date originally specified herein for the expiration of this Lease had arrived and the Lessee shall then quit and surrender the Premises to Lessor, and
- b. Lessor may at any time after an event of default re-enter the Premises and remove Lessee therefrom, and all or any of its property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, and
- c. It is expressly and specifically covenanted and agreed that the entire unpaid balance of the basic rental with an estimated adjustment as provided in Paragraph 5 and the entire amount of estimated additional rental to the end of the term, based upon existing additional rentals already accrued, shall, at the sole option of the Lessor, immediately become due and payable, and
- d. All of the right, title, estate and interest of Lessee (i) in and to the improvements, all changes, additions, alterations therein, and all renewals and replacements thereof, and (ii) all rents, sub-leases, issues and profits of the Premises, or any part thereof, whether then accrued or to accrue, shall automatically pass to, vest in, and belong to Lessor, without further action on the part of either party, free of any claim thereto by Lessee.

e. Lessor shall have any other remedy provided by Florida law.

F. **FORCE MAJEURE:** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane or sabotage terrorism that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

#### **Section 20. Lessor's Defaults.**

If Lessor fails to perform or observe any requirements or covenant of this Lease to be performed and observed by Lessor and such default continues for a period of thirty (30) days after written notice thereof from Lessee to Lessor, Lessee shall have the option of terminating this Lease upon thirty (30) days written notice to Lessor without waiving any other legal rights hereunder or in the alternative, Lessee shall have the right of specific performance.

#### **Section 21. Waivers.**

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same of any other provisions. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a partial payment on account.

#### **Section 22. Notices, Etc.**

All notices, consents, demands and requests which are required or desired to be given by either party to the other shall be in writing. All such notices, consents, demands and requests shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address set forth in this Lease, or at such other place as it may from time to time designate in a written notice to the other party given pursuant to the provisions of this Section. Notices, consents, demands and requests which are served upon Lessor or Lessee in the manner aforesaid, shall be deemed to have been given or served for all purposes hereunder on the third (3<sup>rd</sup>) business day next following the date on which such notice, consent, demand or request shall have been mailed as aforesaid.

#### **Section 23. Governing Law.**

This Lease and the performance of the covenants and terms thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

#### **Section 24. Partial Invalidity.**

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 25. Sales Taxes.**

Lessor will endeavor to collect and Lessee shall promptly pay all sales or similar type taxes imposed upon the various amounts of money payable as rent hereunder. In the event it is subsequently determined that any amount required to be paid or paid for hereunder is subject to such tax, Lessee shall promptly pay the same and any penalties and interest payable thereon.

**Section 26. Covenants Binding the Respective Parties.**

Except as herein expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors and assigns. This Lease and all or any of its provisions are not intended and shall not be construed as for the benefit of any third party or parties, whatsoever.

**Section 27. Disposition of Improvements on Termination of Lease.**

On termination of this Lease for any cause, Lessor shall become the owner of any building or improvements on the Premises. If Lessee is not in default, Lessee shall however have the right to remove any furniture, fixtures, equipment or other things which may be removed from the premises without changes to any of the buildings or improvements hereinafter located on the Premises.

**Section 28. Broker's Commission.**

This section not used

**Section 29. Attorney's Fees and Costs.**

In connection with any litigation arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including reasonable attorneys' fees and costs through and including any and all appellate actions.

**Section 30. Lessee's Attornment.**

In the event of a transfer of Lessor's interests in the Premises or the purchase of the Lessor's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any mortgage or the purchase, pursuant to a power of sale contained in any mortgage, then in any such events, Lessee shall, at Lessor's request, attorn to and recognize the transferee or purchaser of the Lessor's interest, as the case may be, as Lessor under this Lease, for the balance then remaining of the term and thereafter this Lease shall continue as it is directly between such person as "Lessor" and "Lessee", it being agreed that no such transferee shall have the right to disturb Lessee's tenancy hereunder so long as Lessee shall not be in default under the terms hereof.

### **Section 31. Waiver of Trial by Jury.**

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee and Lessee's use of or occupancy of the Premises. Lessee further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of rent or any other payment required of Lessee hereunder.

### **Section 32. Additional Terms and Conditions.**

- A. If the Lessee fails to pay any sum when due for taxes, insurance or other sums required to be paid under the Lease, the Lessor may, at Lessor's option and without waiving its right to dispossess Lessee, pay such sum and such sum shall immediately become due and payable as additional rent.
- B. All rents due under the Lease shall bear interest at the rate provided under Florida law for Judgments. Said interest shall begin to accrue upon default as set forth in section 19.
- C. In the event of judicial or mutual termination of this Lease, Lessee shall provide Lessor with a Release and Surrender Agreement with two witnesses, in recordable form, to remove the Memorandum of Lease as a cloud on the title within seven days of written demand therefore.
- D. In the event that the Lessee fails to maintain the Premises in a condition free of federal, state, county or city code violations, the Lessor shall have the right, but not the obligation, to enter onto the Premises and repair or replace any items not in code compliance. Thereafter, the actual cost, plus five (5%) percent administrative charge shall be additional rent, to be paid by the Lessee upon the next time that rent is due hereunder.

### **Section 33. Contractual Authority**

**By signing this Contract the Lessee swears or affirms, under penalty of perjury, that this is a valid act of the Lessee,** and that no later claim shall be made by the Lessee that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

### **Section 34. Sovereign Immunity**

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

### **Section 35. Exhibits**

The following Exhibits are attached to and made a part of this Contract:

**“Exhibit A” – “Sketch Defining Leased Property”**

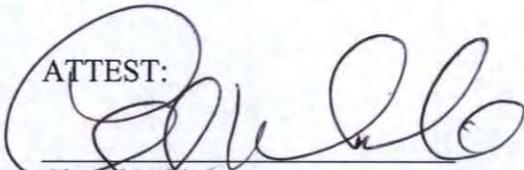
**“Exhibit B” – “List of the Events Booked by Lessor and the Fees to be Charged”**

**“Exhibit C” - "Proposal as submitted by Island Party Rentals (to be operated as “Flagler Place, Inc.,”) and Accepted by City”**

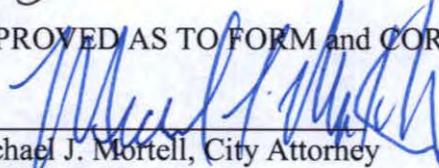
**“Exhibit D” - "Original Request for Proposals as Issued by City Including all Addenda”**

**“Exhibit E” - "Insurance and Indemnification.”**

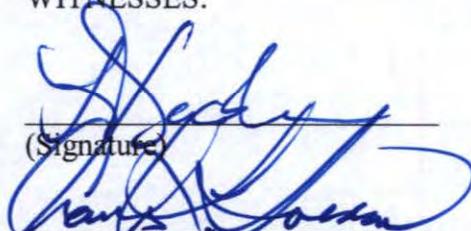
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the date shown below.

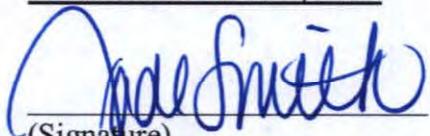
ATTEST:  
  
Cheryl White  
City Clerk

**CITY OF STUART, FLORIDA**  
  
Eula R. Clarke  
Mayor

APPROVED AS TO FORM and CORRECTNESS  


Michael J. Mortell, City Attorney  
WITNESSES:

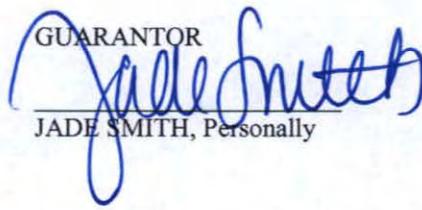
  
(Signature)  
  
(Signature)

**FLAGLER PLACE, INC.**  
  
(Signature)  
**JADE R. SMITH, MGR.**  
(Printed Name & Title)

In Consideration of the Lessor extending a lease to the Lessee, (a Florida Corporation), plus other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness pursuant to the above lease agreement. This personal guarantee shall be construed exclusively in accordance with, and governed by, the laws of the State of Florida. This Personal Guarantee may not be assigned or transferred without a written document, signed by the Lessor, permitting such assignment or transfer.

Dated this 21 day of November 2013

WITNESSES:  
  
(signature)

GUARANTOR  
  
JADE SMITH, Personally

\_\_\_\_\_  
(Signature)

**“Exhibit A”**

**“Sketch Defining Leased Property”**



**“Exhibit B”**

**“List of the Events Booked by Lessor and the Fees to be Charged”**

**“Exhibit B”**

**“List of the Events Booked by Lessor”**

<b>Date</b>	<b>Event</b>	<b>Length of event</b>
12/4/13	Annual Stuart Main street/Downtown Business Association Holiday Gathering	
1/18/14	100 <sup>th</sup> Anniversary “Sok-Hop” Centennial Committee	6 Hrs., Evening
1/23/14	Annual Stuart Main Street Mornings on Main Street	
2/1/14	Community Pancake Breakfast	3 Hrs. Morning
5/10/14	Centennial Gala	6 Hrs. Evening
Early 2014, four dates to be determined	City Hall Site Redevelopment Stakeholder meetings	2 Hrs. Maximum Morning or Afternoon
7/4/14	Annual Fourth of July Event	All Day and Evening
9/16/13 through 9/19/14	Florida Main Street 2014 Conference	
Four dates quarterly, to be determined	Coffee with the City Manager	2 Hrs. Morning 8:00 to 10:00 am
Seven dates between 11/12/13 to 5/13/14	Stuart Heritage Lectures	7:00 pm to ?:??
?	Centennial Events	
?	Star Spangled Stuart	
?	Teen Dancing in the Streets	

**"Exhibit C"**

**"Proposal as submitted by Island Party Rentals (to be operated as "Flagler Place, Inc.,)  
Including Written Presentation given at Interview and Accepted by City"**

**PROPOSAL  
TO  
THE CITY OF STUART  
STUART CITY COMMISSION**



**Lease Flagler Center Parcel  
Property Located at 201 SW Flagler Avenue  
Stuart, Florida 34994**

**RFP #2013-133**



Island Party Rentals

www.islandpartyrentals.biz

September 27, 2013

The City of Stuart  
121 SW Flagler Avenue  
Stuart, Florida 34994

Ladies and Gentlemen:

RE: RFP No.: 2013-133  
RFP Name: Lease Flagler Center Parcel  
Located at 201 SW Flagler Avenue, Stuart, Florida

Due Date/Time: Wednesday, October 2, 2013 at 2:30 PM

It is my pleasure to submit this proposal for leasing the Flagler Center Parcel.

The Flagler Center Parcel is a historical and unique place in our community, and I understand the City's commitment for continued use by the public through events which provide entertainment and educational experiences for adults and children alike in our community.

My desire and objective to lease Flagler Center parcel is to provide a diverse element of recreational, cultural and educational enjoyment. The outcome of my plan will focus on my efforts to balance protection of this historical building with entertaining, enjoyable and rewarding occasions.

My experience as a well established wedding and special event planner for the past seven (7) years and president of Island Party Rentals for the past five (5) years has allowed me to know firsthand about recreation/facility management issues. My hands-on approach to event planning and details, as well as a knack for pulling it all together to create an elegant and cohesive event, is what has made my career a success, even in recession years.

I look forward to leasing Flagler Center to bring life again to this wonderful facility we all love.

Very truly yours,

Jade Smith



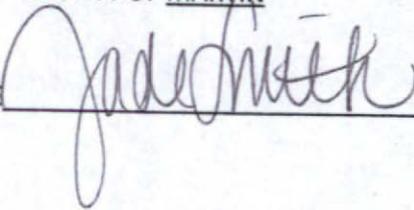
Island Party Rentals

www.islandpartyrentals.biz

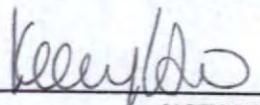
RE: RFP No.: 2013-133  
RFP Name: Lease Flagler Center Parcel  
Located at 201 SW Flagler Avenue, Stuart, Florida

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

STATE OF FLORIDA  
COUNTY OF MARTIN

APPLICANT SIGNATURE 

THE FOREGOING WAS ( ) SWORN TO AND SUBSCRIBED OR ( ) ACKNOWLEDGED BEFORE ME ON THE 2 DAY OF October, 2013, BY \_\_\_\_\_ WHO IS  PERSONALLY OR ( ) WHO PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

 . \_\_\_\_\_ COMMISSION EXPIRES: 9/7/17  
NOTARY OF PUBLIC



PROPOSAL FORM

RFP #2013-133 – Lease of Flagler Center Property

(Attach additional sheets if necessary)

1. Name of respondent: JADE SMITH
  
2. If corporation or partnership, please list principals, and in the case of a corporation, attach articles of incorporation:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  
3. Address: 2776 SE Monroe St.  
Stuart, FL 34997  
\_\_\_\_\_
  
4. Phone: (772) 215-8552
5. Fax: \_\_\_\_\_
6. E-mail: WEDDINGSBYJADE@AOL.COM
  
7. Description of proposed use (i.e.: restaurant, professional office, commercial building, etc.)  
Please be specific:  
SEE NEXT PAGE PLEASE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

**7. Description of proposed use:**

**The sole use of the property would be to host events such as weddings, corporate parties, luncheons, fundraisers, and non-profit events. I have been the rental company for the DBA for the last 2 years for 4<sup>th</sup> of July, Hob-Goblin, Dancin' in the streets and we could incorporate Flagler Center for this use as well.**

**I am a non-profit supporter, I would offer our community non-profits a discounted rate to make it affordable to have an event and raise money for their cause. I hope to hold jazz festivals, music/ open-MIC nights, art festivals, education seminars, fishing clinics (once our river is restored) etc.**

**My hopes would be to partner with a senior citizen/assisted living facility and have a family night at Flagler Center for them and their families to do crafts, listen to music or a Christmas play.**

**I grew up going to Flagler Center as a child, with games and such in Studio 2,**

**I would like to incorporate kids' activities too such as art classes, environmental classes, and music class where we host chorus groups from local schools, etc.**

**EVENTS THAT BRING PEOPLE DOWNTOWN!**



Island Party Rentals

www.islandpartyrentals.biz

September 27, 2013

The City of Stuart  
121 SW Flagler Avenue  
Stuart, Florida 34994

RE: RFP No.: 2013-133  
RFP Name: Lease Flagler Center Parcel  
Located at 201 SW Flagler Avenue, Stuart, Florida

### **Projected Revenue**

Projected Revenue for 1<sup>st</sup> year: 3- general rentals per month at \$ 1600.00 plus 1-Non profit rental per month \$900.00. Totaling \$5700.00 per month  
(\$68,400.00 annually)

Other rentals such as half day, luncheons and smaller parties on Fridays or Sundays

Extra Revenue would be charging for AV equipment, dance floor, table and chair placement, clean up of venue

Projected Water Bill yearly \$6,048.00

Projected Lease yearly \$25,200.00

Projected FPL yearly \$13,704.00

Projected property taxes \$300.00

Totaling \$45,252.00



Island Party Rentals

www.islandpartyrentals.biz

RE: RFP No.: 2013-133  
RFP Name: Lease Flagler Center Parcel  
Located at 201 SW Flagler Avenue, Stuart, Florida

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

*Proposed Rental Rates for Flagler Center*

**General Rental and For Profit Events**

Studio 1: \$1100.00  
Studio 2: \$700.00  
Lounge: \$500.00  
Entire Center: \$1800.00

**Non-profit Organizations**

Studio 1: \$600.00  
Studio 2: \$350.00  
Lounge: \$300.00  
Entire Center: \$ 900.00

**2012 FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P11000083366

**FILED  
Apr 27, 2012  
Secretary of State**

**Entity Name:** ISLAND PARTY RENTALS OF SOUTH FLORIDA, INC.

**Current Principal Place of Business:**

**New Principal Place of Business:**

2776 SE MONROE ST.  
STUART, FL 34997

**Current Mailing Address:**

**New Mailing Address:**

2776 SE MONROE ST.  
STUART, FL 34997

FEI Number: 45-3529889      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

**Name and Address of New Registered Agent:**

SMITH, JADE  
2776 SE MONROE ST.  
STUART, FL 34997    US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**OFFICERS AND DIRECTORS:**

Title: P  
Name: SMITH, JADE  
Address: 2776 SE MONROE ST.  
City-St-Zip: STUART, FL 34997

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JADE SMITH

\_\_\_\_\_  
Electronic Signature of Signing Officer or Director

P

04/27/2012

\_\_\_\_\_  
Date

**Electronic Articles of Incorporation  
For**

P11000083366  
FILED  
September 22, 2011  
Sec. Of State  
jshivers

ISLAND PARTY RENTALS OF SOUTH FLORIDA, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

ISLAND PARTY RENTALS OF SOUTH FLORIDA, INC.

**Article II**

The principal place of business address:

2776 SE MONROE ST.  
STUART, FL. 34997

The mailing address of the corporation is:

2776 SE MONROE ST.  
STUART, FL. 34997

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

1000

**Article V**

The name and Florida street address of the registered agent is:

JADE SMITH  
2776 SE MONROE ST.  
STUART, FL. 34997

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JADE SMITH

## Article VI

The name and address of the incorporator is:

JADE SMITH  
2776 SE MONROE ST.

STUART, FL 34997

Electronic Signature of Incorporator: JADE SMITH

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

## Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
JADE SMITH  
2776 SE MONROE ST.  
STUART, FL. 34997

## Article VIII

The effective date for this corporation shall be:

09/20/2011

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

**Attachment C**

**Lease Application**

Lease Location: 201 SW Flagler Avenue, Stuart, Fl. 34994 Date: 9/27/2013

Business Name: Island Party Rentals

Name of Persons who will sign lease:

Person 1: Jade Smith

Driver License Number: S 530 436 848 90 State: fl

Social Security # 594-33-3122 Date of Birth- October 30, 1984

If your business is a corporation, LLC or other entity, state type: S-corp

Federal Tax ID #: 26-1830526

State: Florida

Name of persons who will guarantee lease: Jade Smith

Proposed use of leased property: Sole use is to use as a venue for local events such as weddings, festivals, parties for non-profits, luncheons, corporate meetings, Anniversary Parties, Baby showers, Music festivals, jazz festivals, sewing classes for the elderly, art classes for kids of all ages, fishing clinics and tournaments.

**Credit References:**

1. Lexus Account #:036 6159432 800-874-7050
2. Economy tent 800-438-3226 (Sarah)
3. Marlin Business Account #: 1173917 888-236-2409

**Bank Information:**

1. PNC	Business Acct.	Account #: 1206892344	Stuart
2. PNC	Personal Acct.	Account # 1207517191	Stuart

**Credit cards:**

Capital One	Credit Card # 4862 3623 4728 8989	Credit card type: Credit
USAA	Credit Card:# 5523 1303 0230 5471	Credit card type: Credit

**Creditors:**

Name	Monthly Payment	Balance Owed
USAA	\$355.00	\$25,000.00 (boat)

**Consent to check credit**

I/We the undersigned applicant authorize the city of Stuart or its agents to order a review my credit history and investigate the accuracy of the information contained herein. I further authorize all banks, employers, creditors, credit card companies, references and any and all other persons to provide to city and all information concerning my credit.

Signed: \_\_\_\_\_ date: \_\_\_\_\_

By signature hereon, applicant agrees that the information disclosed herein is true, complete and accurate to the best of applicant's knowledge, and applicant agree that the information disclosed herein is material to the city's potential decision with respect to granting or denying this application to enter lease.

Signed: \_\_\_\_\_ date: \_\_\_\_\_

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

**Business References**

John Stiburek- Owner Bono's Stuart

772-283-0078

Chuck Clark – Owner Clark & Associates

772-283-7364

William D Snyder- Martin County Sheriff

772-220-7000

Lauralee Rexroad- Event Manager Hutchinson Island Marriott

772-225-3700

Lindsay Nickerson – Owner Nickerson & Company

772-631-9084

Rachel Snyder – Owner Snyder marketing Solutions

772-370-2030

Paul Philipe- Owner Florida Exotic Landscaping

772-201-1708

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

**Local Event References**

**William D Snyder- Martin County Sheriff**

772-220-7000

- Inauguration Party
- Dedication to fallen LEO's

**Lauralee Rexroad- Event Manager Hutchinson Island Marriott**

772-225-3700

- I have been a big part in about every event at the Hutchinson Island Marriott, they have used my company exclusively for about 6 years.  
Non profits, weddings, special events in all of their banquet rooms

**Lindsay Nickerson – Owner Nickerson & Company**

772-631-9084

- Private events for her clients
- Stuart Sailfish Regatta 2013

**Rachel Snyder – Owner Snyder marketing Solutions**

772-370-2030

- Dancing in the Streets 2012, 2013
- Hobgoblin 2012, 2013
- Fourth on Flagler 2012, 2013

**Paul Philipe- Owner Florida Exotic Landscaping**

772-201-1708

- Soccer Fundraiser- We raised over \$350,000.00

Justin Beard- United Way of Martin County

Fantasy Island Non Profit Fundraiser 2011, 2012, 2013

Juliet Ciarvino- Martin County Boys and Girls Club

772-545-1255

- MSMIO Fishing Tournament 2010, 2011, 2012, 2013  
We raised over \$50, 000 annually to support the clubs

PROPOSAL SCHEDULE

RFP #2013-133, Lease of Property Located at 201 SW Flagler Avenue  
Opening Date: October 2, 2013 at 2:30 pm

\* \* \* \* \*  
PROPOSED LEASE AMOUNT: \$ 2100.00 per month (annum, quarter,  
month, etc.)

Twenty one hundred dollars per month for 3 years  
(Amount and Time Period in words)

The above proposed amount is the "Lease Price" as that term is used in the attached proposed lease agreement (Attachment E).

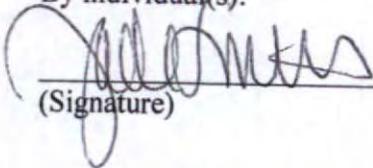
**Acknowledgement is hereby made of receipt of addenda issued during the solicitation period:**

Addendum # 1 through Addendum # 2

Attached is a description of improvements, if any intended, including a schedule for the improvements and a cost estimate. The Undersigned certifies that all necessary improvements will be completed within two years of the date of lease. The Proposer certifies that this proposal complies with the Solicitation requirements, terms and conditions of the City.

Date: 9/5, 2013

By individual(s):

  
(Signature)

JADE SMITH  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By corporation or other legal entity:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

8. Description of proposed improvements if any (i.e.: office complex, commercial building, etc.) Please be specific:

NO PROPOSED IMPROVEMENTS.

9. Length of proposed lease (shall not exceed 10 years) and description of proposed leasing terms.

PROPOSED LEASE TO BE 3 YEARS.  
IF POSSIBLE TO HAVE A 3 MONTH GRACE PERIOD AT  
BEGINNING OF LEASE TO MAINTAIN BUILDING, CLEAN,  
PRESSURE CLEAN, HAVE GRAND OPENING, ETC.

10. Description of Business experience:

I HAVE BEEN IN THE EVENT BUSINESS FOR 7 YEARS  
FIRST WHEN I OPENED MY PLANNING COMPANY, SOON AFTER  
OPENING A PARTY RENTAL CO. GENERALLY DOING ABOUT  
135 WEDDINGS A YEAR WITH A VARIETY OF SPECIAL  
EVENTS FROM FAIR REGATTA, DANCING IN THE STREETS  
FOURTH ON FLAGLER, HOBBS BLVD, NEW YEARS PARTIES, ETC.

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

**Attachment C**

**Lease Application**

Lease Location: 201 SW Flagler Avenue, Stuart, Fl. 34994      Date: 9/27/2013

Business Name: Island Party Rentals

Name of Persons who will sign lease:

Person 1: Jade Smith

Driver License Number: S 530 436 848 90 State: fl

Social Security # 594-33-3122 Date of Birth- October 30, 1984

If your business is a corporation, LLC or other entity, state type: S-corp

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State: Florida

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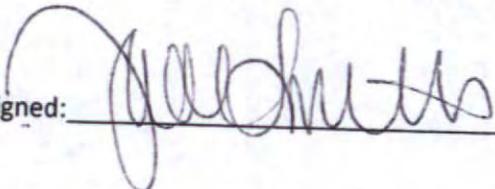
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**Creditors:**

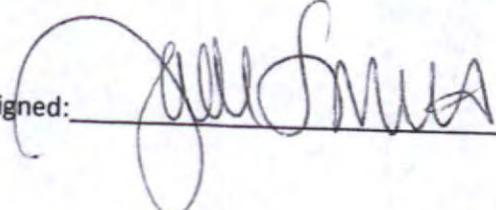
Name	Monthly Payment	Balance Owed
USAA	\$355.00	\$25,000.00 (boat)

Consent to check credit

I/We the undersigned applicant authorize the city of Stuart or its agents to order a review my credit history and investigate the accuracy of the information contained herein. I further authorize all banks, employers, creditors, credit card companies, references and any and all other persons to provide to city and all information concerning my credit.

Signed:  date: 9/27/13

By signature hereon, applicant agrees that the information disclosed herein is true, complete and accurate to the best of applicant's knowledge, and applicant agree that the information disclosed herein is material to the city's potential decision with respect to granting or denying this application to enter lease.

Signed:  date: 9/27/13

## ATTACHMENT D

### ABSOLUTE NET, UNSUBORDINATED LEASE (SAMPLE DRAFT)

THIS LEASE is made and executed as of the 27<sup>th</sup> day of Sept 2013 between the City of Stuart, 121 SW Flagler Avenue, Stuart, FL 34994, a municipal corporation, hereinafter referred to as LESSOR", and Jade Smith, hereinafter referred to as "LESSEE."

#### **Section 1. Demise, Description and Use of Premises.**

In consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid this day, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee and Lessee hires from Lessor upon the terms and conditions contained herein, for the purpose of conducting thereon any lawful business and for no other purpose, the following described real property located in Martin County, Florida, to wit:

**See Exhibit "A" attached hereto and made a part hereof.**

As used herein, the term "Premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

#### **Section 2. Commencement and Term.**

The term of this Lease shall commence on the date of full execution of this Lease (the "Commencement Date"). Rental payments due hereunder shall commence on

Dec. 1, 2013 or Jan 1, 2013

The term of this Lease shall continue for a period of 3 years from the commencement date subject to extension or prior termination as set forth herein.

#### **Section 3. Right to Extend.**

Provided the Lessee is not in default under any of the terms and conditions of this Lease, and provided the Tenant has faithfully performed all of its covenants and undertakings contained in this Lease, Lessee shall have the right and option to extend the term of this Lease for an additional term of 3 years each upon the same terms and conditions [no total lease term, including extensions, shall exceed ten (10) years]. The term of the Lease shall be automatically extended from one period to the next unless Lessee shall give to Lessor, not less than one hundred twenty (120) days prior to commencement of the next ensuing extension term, written notice of Lessee's desire to terminate the Lease. Such notice shall be sent to the Lessor either by registered or certified mail, return receipt requested, postage prepaid, at the address of Lessor set forth above or such other address as Lessor may direct in

writing. Lessee may also exercise its right to extend the term hereof at any time during the last year of any existing term. Options can only be exercised one at a time and only consecutively.

#### **Section 4. Basic Rent.**

It is the purpose and intent of the Lessor and the Lessee that the rent shall be absolute net to the lessor. Lessee hereby agrees to pay to Lessor rent for the leased Premises land, the sum of \$ 2100. together with the upward adjustments provided herein, payable solely for the convenience of Lessee in equal monthly installments of \$ 2100. payable on the first (1<sup>st</sup>) day of each month, in advance, from the Commencement Date throughout the term of this Lease, including any renewal terms subject to adjustment as hereinafter set forth. In the event that this Commencement Date falls on some day other than the first day of a calendar month, the first month's rent shall be prorated to reflect the actual period for which rent is payable. Payment shall be made in the form of a locally drawn local (Martin County, Florida) bank's check and shall be made to whoever the Landlord designates, in writing, from time to time. All sums due as rent or additional rent shall be paid without set-off for any reason.

#### **Section 5. Rent Escalation.**

For subsequent years the amount of the rent payable will be based on the cost-of-living index published by the Bureau of Labor Statistics of the United States Department of Labor using the period 1982 to 1984 = 100 as the base period BLS document 9105, Miami, all items. The CPI will be the basis for rent escalation.

#### **Section 6. Taxes.**

Beginning on the Commencement Date and throughout the term of this Lease thereafter, including any extension terms, Lessee shall pay, as additional rent hereunder, before they become delinquent, all taxes. "Taxes" as used herein, means all real property taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Premises or any part thereof and any rents due Lessor therefrom from time to time by any lawful taxing authority, whether Federal, State, Municipal, School, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real property taxes whether of the foregoing character or not and whether in existence at the Commencement Date.

Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor received requiring payment for any of the items set forth above.

All taxes for the beginning and ending years of the term hereof, from date hereof, including any extension terms, shall be prorated between Lessor and Lessee based upon the respective periods in which they hold possession of the Premises.

Lessee may contest any tax or assessment it is required to pay and may file protests or otherwise proceed in the name of Lessor. No contest may be filed for the first year's taxes. Thereafter, any contest must be made by posting with the Lessor sufficient collateral, in a form acceptable to Lessor, to protect the Lessor against loss of the property by tax sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent.

All Federal or State sales taxes or taxes similar in nature imposed upon payments made by a tenant to a landlord or upon this lease whether on the rents, additional rent or the lease or leasing privilege shall be paid in full by Lessee promptly when due or upon demand therefore.

Nothing herein shall be construed so as to require Lessee to pay any income tax, inheritance tax, capital gain tax, franchise tax or corporate stock tax imposed upon or payable by Lessor.

#### **Section 7. Permitted Uses.**

Lessee shall be entitled to develop the Premises for use as a Venue/Rental facility. Lessor hereby agrees not to affirmatively interfere with Lessee's efforts to so develop the Premises, except that all improvements collectively costing \$10,000 or more to the premises shall be subject to the approval of the City. Lessee shall be responsible for the payment of any and all costs incurred in connection with the development of the Premises including the preparation of any applications, plans, surveys or other documents and all impact fees and development incurred in connection with development of the Premises.

Nothing contained herein shall be construed so as to require Lessor to execute any document or instrument, which would create any financial liability neither on the part of Lessor nor upon the subject premises, nor alter or impair Lessor's rights under this Lease. There is no obligation under this Lease for Lessor to convey or burden any part of or all of the fee interest of the subject premises or grant or agree to any condition, which will burden the property beyond the Lease term. Any such condition shall terminate when the Lease terminates.

#### **Section 8. Encumbrances of Lessee's Leasehold Interest.**

Lessee shall not, without obtaining Lessor's consent, encumber its Leasehold interest in the Premises together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee. Such encumbrance shall not be unreasonably withheld by the Lessor. Under Florida law, the Lessor cannot and shall not be required to subordinate its fee interest in the Premises to the lien of any mortgage, which Lessee may execute.

Lessor further agrees, in connection with Lessee's efforts to obtain financing for the development of the Premises, to provide any Mortgagee of whom Lessor has actual knowledge who holds a mortgage on Lessee's leasehold interest with a copy of any notice of default Lessor sends to Lessee hereunder and prior to terminating this Lease as in result of any default by Lessee, Lessor shall provide any such Mortgagee an equal period within which



# City of Stuart

300 S.W. St. Lucie Avenue • Stuart • Florida 34994  
Telephone (772) 288-5320

Department of Financial Services

Procurement & Contracting Services Division  
Charles T. Iverson, Procurement Manager

Fax: (772) 600-1202  
tiverson@ci.stuart.fl.us

**Date:** September 10, 2013  
**To:** All Prospective Proposers  
**Subj:** Addendum #1 to RFP #2013-133, Lease Flagler Center Property

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## ADDENDUM #1

This addendum is issued to include Attachment F to RFP, which was inadvertently left out of the original solicitation:

Attachment F, Inventory of Equipment included with the Flagler Center Building. The successful proposer shall be responsible for supplying all other additional fixtures, furnishings and equipment (FF&E), including but not limited to: dining tables and chairs, bar stools, and all other furniture; music and public address systems; point-of-sale system; signage; refrigerators, and decorations. In addition, the Proposer will be responsible for all maintenance of the existing city-owned equipment.

Sincerely,

Charles T. Iverson  
Procurement & Contracting Services Manager  
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2013-133, Lease Flagler Center Property:

Signature

9/30/13

Date

Firm

weddingsbyjode@aol.com

Email address

Attachment F  
to RFP #2013-133

Invoice Description	Date	Inv #	Building	Electronics	Furniture	Licensing	Other	Total Invoice	Prepaid Acct
All Electronic Connections, Inc. - Projection Screen	2/1/2011	187						2,500.00	
America's Finest Cabinetry - Repair/sand 2 lecterns	1/6/2011	280						700.00	
Amper sand - "The Lyric's Flagler Center" Banner	2/25/2011	S00538543					221.00	221.00	
Bed Bath & Beyond - 2 Qty Guitar Holders	2/22/2011	0021-3661-9052-0222-1100					63.88	63.88	
Bed Bath & Beyond - Rolling Cooler 60QT	4/1/2011	01119-5214-1051-0401-1100					100.00	100.00	
BM Supply - Studio 2 Drapes	9/28/2012	IN090634	171.18					171.18	
Budget Rentals	12/22/2010	1812600008214						128.43	
Conkling & Lewis Construction - Cabinet Maker	3/4/2011	2011-01	21,324.00					21,324.00	
Conkling & Lewis Construction - Cabinet Maker	8/4/2011	2011-02	13,247.20					13,247.20	
Dade Paper - Soap/tissue/towels	2/9/2011	357870						245.61	
Dade Paper - Cleaner	2/15/2011	370997						306.34	
Dade Paper - Sprayer	2/22/2011	383432						17.48	
Dan Casey Painting - Hallway/Kitchen/Bathrooms	2/24/2011	None	3,420.00					79.87	
Dan Casey Painting - Studio/Lounge	1/21/2011	None	5,000.00					3,420.00	
FedEx - Board member signature for Alcohol License	3/8/2011	873905289688						5,000.00	
Florida Dept of Bus. & Prof Regulation - Temp License	2/23/2011	1471						100.00	
Florida Dept of Bus. & Prof Regulation - License BEV5302443 Series 11PA	4/2/2011	188207						400.00	
Florida Dept of Health - Plan review/Alcohol Insp	2/22/2011	None						70.00	
Florida Dept of Health - Food/Bar/Fratermal/Movie/County Plan Review	2/22/2011	561 N10-0071 071	1,415.30					151.50	
Friends of the Lyric - Phone Equipment Jacks/channels	3/10/2011	138815						1,415.30	
Harbor Freight Tools - Compound miter saw/svc plan	1/6/2011	589393						137.33	
Home Depot - Moved piano from Vero	5/10/2011							300.00	
Home Depot - stain/keys/locks/paint roller covers/stain	1/18/2011							176.26	
Home Depot - staples/straggun/wire connectors	1/21/2011							355.19	
Home Depot - Conduct	1/27/2011							182.11	
Home Depot - fluorescent lamp/wall plates/misc items	2/17/2011							326.73	
Home Depot - fluorescent lamps/garbage can/mats	2/26/2011							328.70	
Home Depot - lock keyed/4" cirpad/kwiksetkey	3/4/2011							26.61	
Ikea - (11) Cloth covered barrel chairs (Black)	2/7/2011	10004639						550.00	
Ikea - Prepaid Account	1/20/2011	N/A							
Ikea - Qty 175 - Chairs (Red Cloth Covered)	1/21/2011	10004807						8,748.25	17,500.00
Ikea - Sofa Covers/Qty 1 Barrel Chair/Qty 1 Round Coffee Table/Qty 175 Chairs/Qty 2 Oval Coffee Tables/Qty 12 Barrel Chairs/ Qty 2 Side Tables/ Qty 6 Sofas	2/3/2011							8,748.25	-8748.25
Ikea - Delivery Cost for 175 Chairs	1/21/2011	207 00266						11,937.00	-8751.75
Ikea - Qty 3 - Theatre Chair Covers	12/30/2010	10004193						194.99	
Interamerica Stage Inc - Curtains Lounge/Curtains for windows and main stage area and track for main stage area Studio 1	1/21/2011	2070085						116.60	
Jupiter Scenic - Hairlequin Flooring/Qty 22 - 4' x 8' staging/Qty 2 - 2' x 8' staging/Qty 2 - 4' x 4' staging/lecterns	12/17/2010	11689-01	9,586.00					9,586.00	
Jupiter Scenic - Qty 3 - 4' x 8' Staging/Qty 2 - 4' x 4' Staging	12/20/2010	3615	3,180.00					3,255.00	
Lowes - Copper wire/outlets & covers	1/27/2011	3616	500.00					500.00	
Lowes - wood	12/31/2010	S1109J72						148.55	
Lowes - Drill/Corrd/Outlet boxes/elec plugs/Qty 2 Corded Lamp Black	1/23/2011	S0703AF1	97.54					97.54	
Lowes - Returned Qty 1 Corded lamp	1/27/2011	S1109J21						323.45	
Lowes - Qty 1 - 13" Semiflush with Drape Ceiling Light	2/16/2011	S0703LR2						(58.67)	
Lowes - Qty1 - 13" Semiflush with Drape Ceiling Light/dimmer switch	2/5/2011	S2349EW1	91.42					91.42	
Lowes - Qty 12 - 13" Semiflush with Drape Ceiling Light/Rope light/Plug	2/8/2011	S0703PL1	95.86					95.86	
Lowes - Wagon Wheel Chandelier	2/15/2011	S2349PB2	1,021.40					1,053.56	
Lowes - Wagon Wheel Chandelier/Plywood/Bulbs	2/15/2011	S0703PL1	240.00					240.00	
Lowes - Staple/Nail Gun - Velcro Straps - Curtain Panels	2/19/2011	S1109DM1	406.83					406.83	
		S0703LA1					46.05	46.05	

Lyric at Flagler  
Funding of Flagler Rec Center  
2/27/2013

Attachment F  
to RFP #2013-133

Invoice Description	Date	Inv #	Building	Electronics	Furniture	Licensing	Other	Total Invoice	Prepaid Acct
Lowe's - Light panels/Light/Bulbs	2/3/2011	51199251	134.00				40.89	174.89	
Lowe's - Rope light/plugs	2/8/2011	51109K51					81.43	81.43	
Lowe's - Wire/outlets & covers	1/27/2011	S0703S81					107.65	107.65	
Lowe's - Screws/Staples/Nuts/Outlet boxes	1/24/2011	S0703JL3	366.52					366.52	
Lowe's - Switch Plates	2/23/2011	S0703AD1					29.50	29.50	
Lowe's - slime/lubo/deadbolt/hwkut/keys	3/2/2011	S0703AL1					33.27	33.27	
Lowe's - Recessed Light by bathroom/Outdoor Cord	6/9/2011	S2349W61	21.28				21.27	42.55	
Lowe's - cord/outlets/tape/wire	5/6/2011						59.86	59.86	
Luccido Landscape Phase 2 only	2/14/2012	312	3,745.00					3,745.00	
Meanstreak Sound Productions - Chauvet Colordash Accent LED Qty 100/Chauvet Q									
Spot 260 LED Fixture Qty 6/									
5 Ft DMX Cables Qty 45/10 Ft DMX Cables Qty 45/25 Ft DMX Cables Qty 20	1/13/2011	8	15,850.00					15,850.00	
Meanstreak Sound Productions - 4 Drawer Rolling Workshop w/Table Attachment Qty 1 (Maybe 7 drawer?)/Cable Assortment/Microphone Assortment 8 Audix Drum or Instrument Microphones / Qty 2 Audix Condenser Microphones/Qty 5 OSP Mono Direct Boxes/ Qty 2 OSP Stereo Direct Boxes/ Guitar Amplifier Microphone Mounting System Qty 2/ Audix Drum Microphone Mounting Clips Qty 8/ Rolling Trunk 31x20x24 for stands and cabling Qty 1/Koenig and Meyer 3 Fold Mic Stand with boom arms Qty 8/Short Stands with boom arms Qty 4/Short Cast Base Kick/Guitar Mic Stands W/Boom Arms Qty 2/ Pair of 8 Ft Speaker Stands W/Carry Bag Qty 1 Pair	1/3/2011	9	3,780.00					3,780.00	
Meanstreak Sound Productions - Podium Style Gooseneck Microphone Qty 4/ Stage Snake 150 ft Qty 1/Cabline for Speaker hook up 30ft XLR - Qty 20/Swivel Wall Mount for speakers sold in pairs - 12 total - Qty 6 pairs/58 12 inch Powered speaker system 300 watt Qty 16/Presonus Studio Live 24 channel digital console Qty 1/Protective Case for Presonus Console Qty 1/OSC K Series Powered Subwoofer 1000 Watt K Sub Qty 2	1/13/2011	10	11,615.00					11,615.00	
Meanstreak Sound Productions - Technilux DMX signal splitter Qty 1/Behringer Xenyx Mixer Model 1202 4 mic 4 line inputs Qty 1/8 Output electrical run for sound and light control room Qty 1/22ft black A/C cables for lounge speaker system	1/27/2011	20	249.00					249.00	
Meanstreak Sound Prod - Listen 1503-72 Base Station transmitter with rack mount and 4 beltpack receivers Qty 1/Listen LA 325 Charging Case for 16 beltpacks Qty 1/Listen LR 400 Beltpack receivers Qty 6/Listen LA 362 Rechargeable battery sets Qty 10/Listen LA 154 Over ear speaker earpieces Qty 10	02/16/011	29		3,024.00				3,024.00	
Meanstreak Sound Prod - Shure PGX 58 Wireless Transmitter and receiver system Qty 6/Shure UHX-58 Handheld Transmitter Microphones Qty 2	2/16/2011	30		2,940.00				2,940.00	
Meanstreak Sound Productions - Rapco laptop interface Blox for Studio 1 & 2 Qty 2	2/22/2011	33	109.00					109.00	
Meanstreak Sound Productions - Flat panel TV Wall mounts 23-37 inch Qty 2/Flat panel TV wall mount 36-55 inch Qty 2/laptop stand for sound/light booth Qty 2	3/3/2011	39	214.00					214.00	
Meanstreak Sound Productions - Speaker Mounting Brackets 2 pairs	7/7/2012	167	140.40					140.40	
Mega Services - Background screening of Board for Alcohol License	2/11/2011	1000718	490.00					490.00	
Office Depot - D Link Router/cable	5/4/2011	22VT393PQC48XR6M		60.68				60.68	
Patty Downing Interiors - 22 Curtain Ties	3/8/2011	13494	1,629.67					1,629.67	
Penske - Truck Leasing	2/26/2011	26330604							
Riverside Theatre - Piano	7/28/2011	Statement							
Sign It! Inc Red/White Flagler Sign/Ethel Lounge Sign	12/18/2011	19049	1,360.00					1,360.00	
SKD Consulting Group - ABT license work for Friends of Lyric	3/1/2011	N/A			500.00			500.00	

Lyric at Flagler  
Funding of Flagler Rec Center  
2/27/2013

Attachment F  
to RFP #2013-133

Invoice Description	Date	Inv #	Building	Electronics	Furniture	Licensing	Other	Total Invoice	Prepaid Acct
SNAFU Stage and Lighting - Chauvet Colordash Accent Fixtures Qty 20/ Chauvet Sparklight LED backdrop Qty 1	2/2/2011	509	3,500.00					3,500.00	
SNAFU Stage and Lighting - Video Cables/3'x50' red carpet runner/4'x30' red carpet runner /Warpla wireless PC to video system Qty 1/Black Gaff Tape Qty 12 Rolls	3/1/2011	513	417.00	210.00			138.00	765.00	
SNAFU Stage Lighting - Qty 2 - BENQ ML761 Video Projectors /Chauvet Colordash Accent Qty 10	1/4/2011	500	4,297.00					4,297.00	
SNAFU Stage Lighting - 84" 16.9 Projection Screen Qty 1/ 106" 16.9 projection screen Qty 1	3/16/2011	515		535.00				535.00	
SNAFU Stage Lighting - 2 Lycian 1461 Follow Spots	3/15/2011	521	3,800.00					3,800.00	
Snaplock Industries - Oak Portable dance floor	2/1/2011	0090049-IN			2,617.09			2,617.09	
Staples - Laptop HP G72-866US	2/15/2011	15439471200713200		599.98				599.98	
Stuart Ace - Fastners/Nuts/Bolts	1/24/2011	144879/1					46.50	46.50	
Stuart Ace - Sealer/Spray paint	2/2/2011	145100/1					35.43	35.43	
Stuart Ace - Towels/Nuphy oil soap	1/31/2011	145039/1					20.25	20.25	
Stuart Ace - Key Schlage	3/18/2011	146240/1					7.96	7.96	
Stuart Ace - Coax Cable	6/8/2011	146090/1					12.48	12.48	
Stuart Plumbing - Plumbing including 3 Compartment Sink with faucet/ Qty 1 Bar Sink	2/23/2011	15774	1,754.15					1,754.15	
Tableclothfactory.com - Qty 40 - 70" white/ Qty 40 - 70" black	3/30/2011	136225					607.20	607.20	
Target - Wastebaskets and Paper towel holder	2/26/2011	2-1057-2248-0077-6523-5					59.96	59.96	
Target - Tea Lights	2/26/2011	2-1057-0816-0080-2832-4					181.14	181.14	
Thomas Servinsky - Piano tuning	7/31/2011	2-1122-0816-0076-1803-6					65.57	65.57	
Tropic Tint - Window tint	2/2/2011	6703					105.00	105.00	
Tropic Tint - Window Tint Activity Room	2/4/2011	Estimate		576.00				576.00	
Tropic Tint - Additional Window Tint	6/10/2011	4783	195.00					195.00	
United Rentals - Scissor 19FT Elec Mini	6/10/2011	4800	94.00					94.00	
Virco - Qty 35 - Caf6 Tables (Square on pedestal)	3/9/2011	91823499-001					1,064.52	1,064.52	
Walmart - Curtains	4/4/2011	91391990			3,410.40			3,410.40	
Walmart - Qty 2 - DVD Players / Apple Docking Station	6/8/2011	571655964557159903351			56.23			56.23	
Walmart - Qty 2 - Bluray players	4/14/2011	317563619389030530100		169.19				169.19	
Walmart - Qty 2 (6ft HDMI cables) Qty 1 Remote	6/10/2011	698978611896986663779		200.22				200.22	
We'll Floor U - Carpet for Lounge and Studio 1	6/9/2011	032300378075804194329		57.47				57.47	
	3/17/2006	38793	12,777.00					12,777.00	
<b>Total</b>			<b>126,334.75</b>	<b>10,872.54</b>	<b>31,630.56</b>	<b>1,221.50</b>	<b>6,565.14</b>	<b>176,624.49</b>	

Checks made payable to Lyric:  
12/8/10 Ck 168706 \$100,000  
1/27/11 Ck 169509 \$ 50,000  
3/10/11 Ck 170166 \$ 25,000  
08/18/11 Ck 172691 \$ 25,000  
Total \$ 200,000



# City of Stuart

300 S. W. St Lucie Avenue • Stuart • Florida 34994  
Telephone (772) 288-5320

Department of Financial Services

Purchasing Division  
Terry Iverson, Purchasing Agent

Fax: (772) 600-1202  
tiverson@ci.stuart.fl.us

**Date:** September 20, 2013  
**To:** All Prospective Proposers  
**Subj:** Addendum #2 to RFP #2013-133, Lease Flagler Center Property

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## ADDENDUM #2

This addendum is issued as a result of the pre-proposal conference held on Thursday, September 19, 2013, and consists of the following:

- a. List of Attendees at the Pre-proposal Conference, see Attachment 1
  - b. Introduction/items of interest by Terry Iverson, Stuart Procurement Manager
  - c. Answers to questions asked
- 
- a. Attendees: See attached sign-in sheet, Attachment 1
  - b. Introduction and items of interest presented by Terry Iverson, Procurement Manager

Terry Iverson, Procurement & Contracting Services Manager, opened the pre-proposal conference shortly after 10:00 am with introductions and opening comments. He highlighted the following terms, conditions and specifications:

All proposals must be in the possession of the Stuart Procurement Office no later than the Opening Date & Time, Wednesday 10/2/13, at 2:30 pm. Proposals submitted after this date and time not accepted or considered

This pre-proposal conference is non-mandatory, therefore proposals from firms who are not represented at this meeting will be accepted.

The term of any agreement resulting from this solicitation is for a maximum of 10 years.

No deposit is required from any proposer.

Responses to this RFP will be evaluated using weighted evaluation criteria. These criteria and the weights assigned to each are listed in Section IV, page 3 of the RFP. City staff will evaluate all the responsive proposals submitted, using the evaluative criteria, and may present the top three ranked proposers to the City Commission. Concurrently, staff may request authorization to negotiate a lease agreement with the highest ranked proposer.

RFPs will be evaluated using the noted criteria. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified proposers prior to requesting authorization to negotiate an agreement with the highest ranked interviewee. Should interviews be required, individuals/firms selected for interview will be notified in writing. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

An appraisal of the property available for review in the office of the Procurement & Contracting Services Manager – Appraised value as of August 2012, \$800,000.00; Fair Market Rental Rate is \$40,000.00 annually. This appraisal is based on “public use” of the property and the values are less than if the proposed use is commercial

Please review the Sample Contract attached to the RFP as Attachment “D”. The contract contains additional terms and conditions such as Insurance Requirements, Assignment, etc. The successful proposer shall execute a formal lease with the City of Stuart. As the proposed Lease agreement is reviewed note any objections or revisions that would be required by the prospective lessee. Should no revisions be noted, the City will assume and the proposer agrees that the terms and conditions of agreement are acceptable

All questions and contacts must be made through the Procurement Office, and should be addressed to Terry Iverson, Procurement Manager, email: [tiverson@ci.stuart.fl.us](mailto:tiverson@ci.stuart.fl.us) or by telephone at (772) 288-5320.

Written Addenda are the only way changes will be made to the solicitation.

An addendum has been issued and another will be issued following this meeting which at a minimum will include a summary of this introduction, attendees (sign-in sheet), questions asked and answers given.

Proposers are solely responsible to make sure they have received, reviewed and acknowledged all issued addenda.

Mr. Iverson then acknowledged the formality and bureaucracy inherent in the selection process. The intent of the process is to maintain a “level playing field” and allow any interested party the opportunity to do business with the City of Stuart.

The City realizes we have an underutilized property that carries significant history and a spectacular location. During World War Two, it was a USO facility and later became part of the City of Stuart Parks & Recreation Department. In the most recent past, it has been transformed by the Friends of the Lyric into its current form, upgraded but still underutilized.

When the City and Friends of the Lyric entered the current management agreement, expectations were that use would be higher. The City would like to see a use that leaves the building open to public use whether it is for ticketed public events or rental arrangements for individual events.

City policy, for the last fifteen years has been to lease real property and not sell it. This provides relief to the citizen's municipal tax burden.

Parking can be a challenge depending on the event schedule at any given point in time. However, the parking currently available is sufficient for normal uses for the area from St. Lucie Avenue down to the point. There will be no special parking accommodations specifically for the Flagler Center.

The meeting was then opened to the floor for questions.

c. Answers to Questions Asked:

**Question #1:** Did the City of Stuart confirm that all the equipment listed in Attachment "F", the inventory of equipment is actually on the Flagler Center premises?

**Answer #1:** Yes.

**Question #2:** Who is on the selection committee?

**Answer #2:** The selection committee for this project has not yet been assigned..

**Question #3:** Did the City of Stuart perform any studies or other actions to determine that parking is sufficient for normal uses??

**Answer #3:** Yes, the Stuart Development Department studied this area in detail. They used City Code and regulations to do an overall parking needs assessment and came to the determination that current parking is sufficient for the buildings in the area.

**Question #4:** Are there any restrictions to cutting down the vegetation behind the Flagler Center in order to open up the view from the building??

**Answer #4:** The City of Stuart would prefer to do any riverside trimming. As long as no Mangroves are present there are no additional restrictions.

**Question #5:** Is there a time frame the City expects to begin collecting rent?

**Answer #5:** Of course the City would like rent to begin as soon as possible, but we understand that start-up costs, capital renovations, etc. is capital intensive. Rent initiation is subject to negotiation.

**Question #6:** Taking into consideration that the historical character of the building is important, would the lessee be able to remove the wall in the large ballroom, facing the river and replace it with French doors and a deck?

**Answer #6:** I can only recommend that you address that question in your proposal and a determination would be made in the evaluation process.

**Question #7:** When was the large ballroom built? Was it part of the original USO building?

**Answer #7:** Yes, it was where the dances were held.

**Question #8:** Can you give an estimate of what property taxes might be?

**Answer #8:** We recommend that you contact the Martin County Property Appraiser and the Martin County Tax Collector; they should be able to give a rough estimate after you tell them

what your proposed uses might be. I think it may depend on whether the proposed use maintains a "Public Use" or if it is determined to be "Commercial use".

**Question #9:** Who is required to pay the property taxes on the property?

**Answer #8:** The proposed lease is a triple-net lease, so that responsibility will be with the Lessee.

**Question #10:** Does the information that will become public record include personal information such as Social Security Numbers, Credit information, etc.?

**Answer #10:** No, the proposals will be redacted to reflect the requirement of FSS 119.

**Question #11:** Does the current telephone system belong to the City of Stuart?

**Answer #11:** No, any phone system in the building will belong to and be the responsibility of the successful proposer.

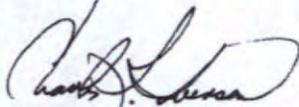
**Question #12:** Does the Flagler Center Lessee have access to the grassy area behind Spoto's restaurant for overflow parking?

**Answer #12:** The parking area in question is not a "labeled" parking facility and does not have signage or designation as such, and therefor is not leased or dedicated for any particular purpose or business.

The meeting was then moved to the Flagler Center for a tour of the buildings.

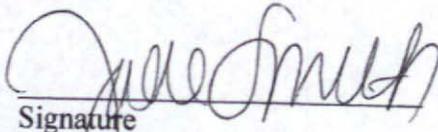
This Addendum must be acknowledged, signed and returned with your proposal. Failure to comply will result in disqualification of your proposal.

Sincerely,



Charles T. Iverson  
Procurement & Contracting Services Manager  
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #2 to RFP #2013-133, Lease Flagler Center Property:

  
Signature

9/27/13  
Date

Island Party Rentals  
Firm

weddinesbyjade@cool.com  
Email address



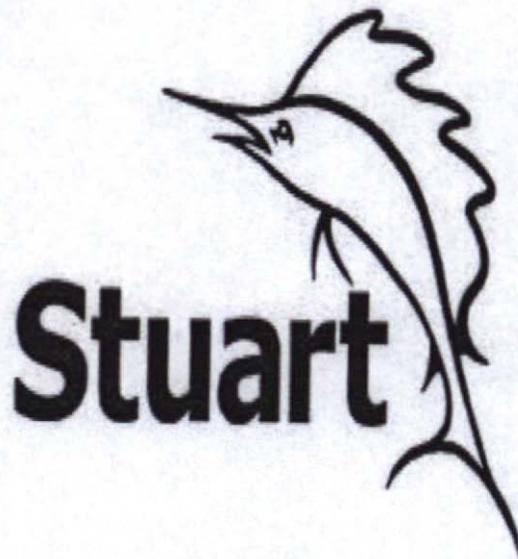












**RFP #2013—133, Lease Flagler Center Property**

**Jade Smith**

**Island Party Rentals, Inc.**

**2776 S.E. Monroe Street**

**Stuart, Fl. 34997**

**(772) 287-9455**

**Email: [weddingsbyjade@aol.com](mailto:weddingsbyjade@aol.com)**

## EVENTS

Glo N' Go fun Run & Dark Party to benefit Operation 300

Dancing with Martin Stars Event & Pre-Party at Flagler 2012- 2013

2013 Martin County Fair rentals

Stuart's 100 year Anniversary at Woman's Club October 2013

Sip N Shop hosted by Woman's Club of Stuart

Florida Exotic Soccer party- proceeds go to underprivileged soccer kids for scholarships 2012-2013

Hibiscus House hosts 2 events each year at Starstruck

Holiday Magic benefiting CASTLE held at Jaguar in Ft Pierce 2011- 2013

Treasure Coast Hospice Holiday Party 2012-2013

Decorated 13 Christmas trees at Allegro & Grand Opening Party

Day for Kids 2012-2013

Indiantown Rodeo 2011-2013

Michael Shields Memorial Inshore Open Fishing Tournament 2010- 2013

Snook Foundation Fishing Tournament 2011-2013

Coastal Conservation Association Fishing Tournament 2011-2013

Retro Game night to benefit Boys and Girls Club of Martin County

Goddess Event held at Tuckahoe mansion to benefit Boys and Girls Clubs of Martin County

Home and garden Show at the MC Fair Grounds for Martin County Chamber

Ladies Sailfish Tournament 2012

Clambake to benefit Project Lift 2011-2013

Tailgate Parties for PROSYS 2013 in SC, TN, AL

Fantasy Island 2011-2013

DOWNTOWN STUART MAIN STREET EVENTS

Dancing in the Streets 2012- 2013

Hobgoblin 2012-2013

Fourth on Flagler 2012-2013

SCHOOL FUNCTIONS

Jensen Beach HS Homecoming & Prom 2011-2012

Pine School Auction "White Knight" 2012 Dancing in the Streets 2012- 2013

Hobgoblin 2012

PROPOSED 2014 EVENTS FOR DOWNTOWN STUART & FLAGLER CENTER

GRAND OPENING

-ribbon cutting, invite Chambers

-Invite community to join us,

-Free event

-Invite mayor to award key

## KIDS CHARITY AUCTION ART SHOW

-kids from local schools donate their "masterpieces" for an art show

-live auction art work

-local artists on site

-to benefit local non-profit

-invite Stuart ceramics to help make art with the kids

## SPRING BREAK/SUMMER BREAK KID CAMP

WEEK 1-bring a kid fishing, using local guides to teach kids importance of conservation, fish varieties and clean up

-invite DOA lures, Charlie's worms, Crowder Rods to sponsor and supply our rods and lures

- WEEK 2- have local artists come by and show he kids how make their own "masterpiece"

-try to get this publicity for the school they attend, art teachers involved

## DINNER AND A MOVIE

-INVITE LOCAL ASSISTED LIVING PROGRAMS TO ENJOY A NIGHT OUT

-Public welcome

-find caterer that's affordable or FREE

-charge \$10.00 per person for meal and refreshments

-get jumbo-tron or white blow up screen,

-event will be held once a month

### BINGO TOY DRIVE

- everyone pays \$15.00 for bingo cards
- must bring an unwrapped gift for Toys for Tots
- Money Raised will buy Toys to be donated

### PAGEANT FOR "MISS STUART"

- invite celebrity judges
- Our Mayor can crown our "jewel"
- We can add her to our Holiday Parade
- Contestants must reside in city limits

### PUMPKIN CARVING CONTEST & FALL FESTIVAL

- one of our smaller events that we host.
- Hay Rides
- Pumpkin Carving contests, entry fee \$10.00 (no kits)
- Prize money is donated to 3-4 local non-profits that help market this event for us!
- fun for the whole family

### HERITAGE FOOD NIGHT IN THE PARK

- Invite local chefs/ restraints and licensed & insured vendors to cook foods such as Latino, Asian, Indian, Italian
- Charge a fee to vendors but make event free for everyone

## WINE TASTING

- invite local winery & Breweries to sell their products
  - must be licensed and insured
- Inside event, more like a cocktail party
  - supply fancy cheeses and breads
  - Charge \$20.00 as entry

## ANTIQUUE SHOW

- Free event for everyone
- inside and outside event utilizing park driveway around flagler building
  - with the right marketing this could be a really busy event
  - draw people from surrounding counties

## EMERGENCY MANAGEMENT EVENT

- invite Sheriff of MCSO and Chief of City of Stuart
- bring in helicopters, undercover cars, SWAT vehicles, Specialty marked cars
  - teach kids about bike safety
- elaborate on how the SO works once a 911 phone call is made

## SUPER BOWL PARTY

- hosted by Flagler and families of Stuart hornets
- proceeds of event go to purchasing new equipment for the kids of Stuart hornets
  - charge \$20.00
- provide donated food and beverages

STUDIO 2- Plans for this area are to invite local fitness or music instructors, artists and Dance Teachers for FREE classes held at Flagler 1-2 times a month, partner with bootcamp instructor and make this a week to week function

-or- Art night on Tuesdays, Samba Dancing on Thursdays, or Yoga by the river Sunday mornings

Or- Jazz night every other Monday night

Decorate walls of studio 2 with history of our town, collecting items and memorabilia from Barn, old antiques

#### FLAGLER HOURS OF OPERATIONS

Monday thru Friday 9 a.m. – 4 p.m.

Saturday 9 a.m.- Noon (events may take over but Flagler would be open to general public)

\*\* Flagler building will be closed to all outside private events on major holidays such as Fourth of July, weekend before Halloween, last weekend of August, St Patrick's Day-any other day they may note.. \*

This is to ensure an important relationship with Stuart Downtown Main Street can utilize our building for their events. This will provide an Exclusive commitment to all the people who attend our Stuart events each year. We want Flagler building to be apart of those special events

I will remain the primary contact for the city of Stuart, I will work as an ambassador for both IPR and City of Stuart to keep people aware of our events downtown, however we will have 2 staff members working at Flagler on a day to day basis for event set ups, clerical work, clean up, etc.

A logistics Manager will work diligently to ensure that all events held here are set up properly, lights are adjusted, dance floor is in place, table and chair set up is done properly. He too will be available at all times.

## Start Up Venue Marketing Materials

Online presence with a clean, professional & inviting website that clearly caters to non-profit, professionals & general public

Flagler Center Facebook Page

A brochure/rack card specific to event rentals with a price menu (3 versions - non-profit, professional, general public)

Anticipated Budget for Venue Rental Marketing Materials. \$1400-\$1800

Year Round Advertising Focus.

- 1) Venue Rental
- 2) Event Promotion

Focus #1. Venue Rental

Advertising Goal.

Reacquaint our area with the Flagler Center

Reach the general public, non-profits and businesses and position as an affordable option for hosting events

Marketing initiatives considered.

Print ads

Email blasts through chambers and other local organizations

Google ad campaigns

Social Media Campaigns

Phone calls and a follow up emails to non-profits & local businesses

Build an alliance with the Arts Council and organizations of the like. Partner on events and cater to their needs as often as possible.

Offer the space to be used as a free meeting place for non-profits (IE Children Services Council)

## Focus #2. Event Promotion

Reacquaint our area with the Flagler Center

Keep the community well informed of all upcoming events

Month at a glance marketing.

Develop a monthly flyer that highlights events that is distributed by:

Posters in downtown

Email Blast through city and chambers

Print ad campaign

Facebook

Specific Event Marketing Strategies

(in additions to items above)

Press releases to all media outlets

2 Banners Up around town

Facebook event page and the purchase of FB ads

Promote at chamber events and provide tickets for giveaway if applicable

Print ads

Posters up in downtown venues

Post on community calendars

Partner with local radio stations on sponsoring events

Post event wrap up

post release in publications with photos

updates regarding the success to include photos on Facebook

Monthly marketing budget for Venue Rental and Special Events to include labor, \$850-\$950/month

**"Exhibit D"**

**"Original Request for Proposals as Issued by City Including all Addenda Issued in the RFP Process"**



# City of Stuart

300 S.W. St. Lucie Avenue • Stuart • Florida 34994  
Telephone (772) 288-5320

Department of Financial Services

Procurement & Contracting Services Division  
Charles T. Iverson, Procurement Manager

Fax: (772) 600-1202  
tiverson@ci.stuart.fl.us

Date: September 10, 2013  
To: All Prospective Proposers  
Subj: Addendum #1 to RFP #2013-133, Lease Flagler Center Property

---

## ADDENDUM #1

This addendum is issued to include Attachment F to RFP, which was inadvertently left out of the original solicitation:

Attachment F, Inventory of Equipment included with the Flagler Center Building. The successful proposer shall be responsible for supplying all other additional fixtures, furnishings and equipment (FF&E), including but not limited to: dining tables and chairs, bar stools, and all other furniture; music and public address systems; point-of-sale system; signage; refrigerators, and decorations. In addition, the Proposer will be responsible for all maintenance of the existing city-owned equipment.

Sincerely,

Charles T. Iverson  
Procurement & Contracting Services Manager  
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2013-133, Lease Flagler Center Property:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Email address

City of Stuart  
Lyric at Flagler  
Funding of Flagler Rec Center  
2/27/2013

Attachment F  
to RFP #2013-133

Invoice Description	Date	Inv #	Building	Electronics	Furniture	Licensing	Other	Total Invoice	Prepaid Acct
All Electronic Connections, Inc. - Projection Screen	2/1/2011	187		2,500.00				2,500.00	
America's Finest Cabinetry - Repair/sand 2 lecterns	1/6/2011	280			700.00			700.00	
Amperstrand - "The Lyric's Flagler Center" Banner	2/25/2011	500538543					221.00	221.00	
Bed Bath & Beyond - 2 Qty Guitar Holders	2/22/2011	0021-3661-9052-0222-1100					63.88	63.88	
Bed Bath & Beyond - Rolling Cooler 60QT	4/1/2011	0119-5214-1051-0401-1100					100.00	100.00	
BM Supply - Studio 2 Drapes	9/28/2012	IN090614		171.18				171.18	
Budget Rentals	12/22/2010	181260008214					128.43	128.43	
Conkling & Lewis Construction - Cabinet Maker	3/4/2011	2011-01		21,324.00				21,324.00	
Conkling & Lewis Construction - Cabinet Maker	8/4/2011	2011-02		13,247.20				13,247.20	
Dade Paper - Soap/tissue/foveals	2/9/2011	357870					245.61	245.61	
Dade Paper - Cleaner	2/15/2011	370997					306.34	306.34	
Dade Paper - Floor cleaner	2/22/2011	381209					17.48	17.48	
Dan Casey Painting - Hallway/Kitchen/Bathrooms	2/24/2011	383432					79.87	79.87	
Fedex - Board member signature for Alcohol License	1/21/2011	None		3,420.00				3,420.00	
Florida Dept of Bus. & Prof Regulation - Temp License	3/8/2011	None		5,000.00				5,000.00	
Florida Dept of Bus. & Prof Regulation - License BEV302443 Series 11PA	2/23/2011	873905289688					1471	1471	
Florida Dept of Health - Plan review/Alcohol Insp	4/2/2011	188207					70.77	70.77	
Florida Dept of Health - Plan review/Movie/County Plan Review	2/22/2011						100.00	100.00	
Friends of the Lyric - Phone Equipment Jacks/channels	2/22/2011						400.00	400.00	
Harbor Freight Tools - Compound miter saw/svc plan	3/10/2011						70.00	70.00	
Here to There Movers - Moved piano from Vero	1/6/2011	561 N10-0071 071		1,415.30				1,415.30	
Home Depot - stain/keys/locks/paint roller covers/stain	5/10/2011	138815			300.00			300.00	
Home Depot - staples/straggun/wire connectors	1/18/2011	589393							
Home Depot - Conduit	1/21/2011						137.33	137.33	
Home Depot - fluorescent lamp/wall plates/misc items	1/27/2011	6314000087331					176.26	176.26	
Home Depot - fluorescent lamps/garbage can/mats	2/17/2011	2210000287763					355.19	355.19	
Home Depot - lock keyed/4" chipad/kwiksetkey	2/26/2011	6314000071384					182.11	182.11	
Ikea - (11) Cloth covered barrel chairs (black)	3/4/2011						326.73	326.73	
Ikea - Prepaid Account	2/7/2011	10004639			550.00			550.00	
Ikea - Qty 175 - Chairs (Red Cloth Covered)	1/20/2011	N/A					26.61	26.61	
Ikea - Qty 175 - Chairs (Red Cloth Covered)	1/21/2011	10004807			8,748.25			8,748.25	17,500.00
Ikea - Sofa Covers/Qty 1 Barrel Chair/Qty 1 Round Coffee Table/Qty 175 Chairs/Qty 2 Oval Coffee Tables/Qty 12 Barrel Chairs/ Qty 2 Side Tables/ Qty 6 Sofas	2/3/2011	207 00266							-8751.75
Ikea - Delivery Cost for 175 Chairs	1/21/2011	10004193			11,937.00			11,937.00	
Interamerica Stage Inc - Curtains Lounge/Curtains for windows and main stage area and track for main stage area Studio 1	12/30/2010	2070885			194.99			194.99	
Jupiter Scenic - Harlequin Flooring/Qty 22 - 4' x 8' staging/Qty 2 - 2' x 8' staging/Qty 2 - 4' x 4' staging/lecterns	1/21/2011	11689-01			116.60			116.60	
Jupiter Scenic - Qty 3 - 4' x 8' Staging/Qty 2 - 4' x 4' Staging	12/17/2010	3615		3,180.00				3,180.00	
Lowes - Copper wire/outlets & covers	12/20/2010	3616		500.00			75.00	3,255.00	
Lowes - wood	1/27/2011	S11091T2					148.55	500.00	
Lowes - Drill/Coard/Outlet boxes/etc plugs/Qty 2 Corded Lamp Black	12/31/2010	S0703AF1					97.54	148.55	
Lowes - Returned Qty 1 Corded lamp	1/23/2011	S11091Z1					323.45	323.45	
Lowes - Qty 1 - 13" Semiflush with Drape Ceiling Light	1/27/2011	S0703LR2					(58.67)	323.45	
Lowes - Qty 1 - 13" Semiflush with Drape Ceiling Light/dimmer switch	2/5/2011	S2348EW1					91.42	91.42	
Lowes - Qty 12 - 13" Semiflush with Drape Ceiling Light/Rope light/Plug	2/15/2011	S0703PL1					95.86	95.86	
Lowes - Wagon Wheel Chandelier	2/15/2011	S0703PL1					240.00	240.00	
Lowes - Wagon Wheel Chandelier/Plywood/Bulbs	2/15/2011	S1109DM1					406.83	406.83	
Lowes - Staple/Hall Gun - Veltro Straps - Curtain Panels	2/19/2011	S0703LA1					46.05	46.05	

Lyric at Flagler  
Funding of Flagler Rec Center  
2/27/2013

**Attachment F  
to RFP #2013-133**

Invoice Description	Date	Inv #	Building	Electronics	Furniture	Licensing	Other	Total Invoice	Prepaid Acct
Lowe's - Light panels/Light/Bulbs	2/3/2011	S1199251	134.00				40.89	174.89	
Lowe's - Rope light/plugs	2/8/2011	S1109K51					81.43	81.43	
Lowe's - Wire/outlets & covers	1/27/2011	S0703581					107.65	107.65	
Lowe's - Screens/Stapler/Nuts/Outlet boxes	1/24/2011	S0703A13	366.52					366.52	
Lowe's - Switch Plates	2/23/2011	S0703AD1					29.50	29.50	
Lowe's - slime/ubele/deadpool/kwikseel/keys	3/2/2011	S0703AL1					33.27	33.27	
Lowe's - Recessed Light by bathroom/Outdoor Cord	6/9/2011	S349WG1	21.28				21.27	42.55	
Lowe's - cord/outlets/tape/wire	5/6/2011						21.27	42.55	
Lucido Landscape Phase 2 only	2/14/2012						59.86	59.86	
Meanstreak Sound Productions - Chauvet Colordash Accent LED Qty 100/Chauvet Q			3,745.00					3,745.00	
Sport 260 LED Fixture Qty 6/ 5 Ft DMX Cables Qty 45/10 FT DMX Cables Qty 45/25 Ft DMX Cables Qty 20	1/13/2011		15,850.00					15,850.00	
Meanstreak Sound Productions - 4 Drawer Rolling Workshop w/Table Attachment Qty 1 (Maya 7 drawer?)/Cable Assortment/Microphone Assortment 8 Audio Drum or Instrument Microphones / Qty 2 Audio Condenser Microphone/Qty 5 OSP Mono Direct Boxes/ Qty 2 OSP Stereo Direct Boxes/ Guitar Amplifier Microphone Mounting System Qty 2/ Audio Drum Microphone Mounting Clips Qty 8/ Rolling Trunk 31x20x24 for stands and cabling Qty 1/Koenig and Meyer 3 Fold Mic Stand with boom arms Qty 8/Short Stands with boom arms Qty 4/Short Cast Base Kick/Guitar Mic Stands W/Boom Arms Qty 2/ Pair of 8 Ft Speaker Stands W/Carry Bag Qty 1 Pair	1/3/2011		3,780.00					3,780.00	
Meanstreak Sound Productions - Podium Style Gooseneck Microphone Qty 4/ Stage Snake 150 Ft Qty 1/Cableline for Speaker hook up 30ft XLR - Qty 20/Swivel Wall Mount for speakers sold in pairs - 12 total - Qty 6 pairs/58 12 inch Powered speaker system 300 watt qty 16/Presonus Studio Live 24 channel digital console Qty 1/Protective Case for Presonus Console Qty 1/DSC K Series Powered Subwoofer 1000 Watt K Sub Qty 2	1/13/2011		11,615.00					11,615.00	
Meanstreak Sound Productions - Technilux DMX signal splitter Qty 1/Behringer Xenyx Mixer Model 1202 4 mic 4 line inputs Qty 1/8 Output electrical run for sound and light control room Qty 1/12ft Black A/C cables for lounge speaker system	1/27/2011		249.00					249.00	
Meanstreak Sound Prod - Listen LS03-72 Base Station transmitter with rack mount and 4 beltback receivers Qty 1/Listen LA 325 Charging Case for 16 beltbacks Qty 1/Listen LR 400 Beltback receivers Qty 6/Listen LA 362 Rechargeable battery sets Qty 10/Listen LA 164 Over ear speaker earpieces Qty 10	02/16/2011		3,024.00					3,024.00	
Meanstreak Sound Prod - Shure PGX 58 Wireless Transmitter and receiver system Qty 6/Shure ULX2-58 Handheld Transmitter Microphones Qty 2	2/16/2011		30	2,940.00				2,940.00	
Meanstreak Sound Productions - Rapco laptop interface Blok for Studio 1 & 2 Qty 2	2/22/2011		33	109.00				109.00	
Meanstreak Sound Productions - Flat panel TV wall mounts 23-37 inch Qty 2/Flat panel TV wall mount 36-55 inch Qty 2/Laptop stand for sound/light booth Qty 2	3/3/2011		39	214.00				214.00	
Meanstreak Sound Productions - Speaker Mounting Brackets 2 pairs	7/17/2012		167	140.40				140.40	
Mega Services - Background screening of Board for Alcohol license	2/11/2011	1000718	490.00					490.00	
Office Depot - D Link Router/cable	5/14/2011	22VT393PQXQ48XR6M		60.68				60.68	
Party Downling Interiors - 22 Curtain Ties	3/8/2011	13494	1,629.67					1,629.67	
Penske - Truck leasing	2/26/2011	26330604						514.41	
Riverside Theatre - Piano	7/28/2011	Statement			3,000.00			3,000.00	
Sign It! Inc Red/White Flagler Sign/Ethel Lounge Sign	12/18/2011	19049	1,360.00					1,360.00	
SKD Consulting Group - ABT license work for Friends of Lyric	3/1/2011	N/A			500.00			500.00	





# City of Stuart

300 S. W. St Lucie Avenue • Stuart • Florida 34994  
Telephone (772) 288-5320

Department of Financial Services

Purchasing Division  
Terry Iverson, Purchasing Agent

Fax: (772) 600-1202  
tiverson@ci.stuart.fl.us

Date: September 20, 2013  
To: All Prospective Proposers  
Subj: Addendum #2 to RFP #2013-133, Lease Flagler Center Property

---

## ADDENDUM #2

This addendum is issued as a result of the pre-proposal conference held on Thursday, September 19, 2013, and consists of the following:

- a. List of Attendees at the Pre-proposal Conference, see Attachment 1
  - b. Introduction/items of interest by Terry Iverson, Stuart Procurement Manager
  - c. Answers to questions asked
- 
- a. Attendees: See attached sign-in sheet, Attachment 1
  - b. Introduction and items of interest presented by Terry Iverson, Procurement Manager

Terry Iverson, Procurement & Contracting Services Manager, opened the pre-proposal conference shortly after 10:00 am with introductions and opening comments. He highlighted the following terms, conditions and specifications:

All proposals must be in the possession of the Stuart Procurement Office no later than the Opening Date & Time, Wednesday 10/2/13, at 2:30 pm. Proposals submitted after this date and time not accepted or considered

This pre-proposal conference is non-mandatory, therefore proposals from firms who are not represented at this meeting will be accepted.

The term of any agreement resulting from this solicitation is for a maximum of 10 years.

No deposit is required from any proposer.

Responses to this RFP will be evaluated using weighted evaluation criteria. These criteria and the weights assigned to each are listed in Section IV, page 3 of the RFP. City staff will evaluate all the responsive proposals submitted, using the evaluative criteria, and may present the top three ranked proposers to the City Commission. Concurrently, staff may request authorization to negotiate a lease agreement with the highest ranked proposer.

RFPs will be evaluated using the noted criteria. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified proposers prior to requesting authorization to negotiate an agreement with the highest ranked interviewee. Should interviews be required, individuals/firms selected for interview will be notified in writing. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

An appraisal of the property available for review in the office of the Procurement & Contracting Services Manager – Appraised value as of August 2012, \$800,000.00; Fair Market Rental Rate is \$40,000.00 annually. This appraisal is based on “public use” of the property and the values are less than if the proposed use is commercial

Please review the Sample Contract attached to the RFP as Attachment “D”. The contract contains additional terms and conditions such as Insurance Requirements, Assignment, etc. The successful proposer shall execute a formal lease with the City of Stuart. As the proposed Lease agreement is reviewed note any objections or revisions that would be required by the prospective lessee. Should no revisions be noted, the City will assume and the proposer agrees that the terms and conditions of agreement are acceptable

All questions and contacts must be made through the Procurement Office, and should be addressed to Terry Iverson, Procurement Manager, email: [tiverson@ci.stuart.fl.us](mailto:tiverson@ci.stuart.fl.us) or by telephone at (772) 288-5320.

Written Addenda are the only way changes will be made to the solicitation.

An addendum has been issued and another will be issued following this meeting which at a minimum will include a summary of this introduction, attendees (sign-in sheet), questions asked and answers given.

Proposers are solely responsible to make sure they have received, reviewed and acknowledged all issued addenda.

Mr. Iverson then acknowledged the formality and bureaucracy inherent in the selection process. The intent of the process is to maintain a “level playing field” and allow any interested party the opportunity to do business with the City of Stuart.

The City realizes we have an underutilized property that carries significant history and a spectacular location. During World War Two, it was a USO facility and later became part of the City of Stuart Parks & Recreation Department. In the most recent past, it has been transformed by the Friends of the Lyric into its current form, upgraded but still underutilized.

When the City and Friends of the Lyric entered the current management agreement, expectations were that use would be higher. The City would like to see a use that leaves the building open to public use whether it is for ticketed public events or rental arrangements for individual events.

City policy, for the last fifteen years has been to lease real property and not sell it. This provides relief to the citizen's municipal tax burden.

Parking can be a challenge depending on the event schedule at any given point in time. However, the parking currently available is sufficient for normal uses for the area from St. Lucie Avenue down to the point. There will be no special parking accommodations specifically for the Flagler Center.

The meeting was then opened to the floor for questions.

c. Answers to Questions Asked:

**Question #1:** Did the City of Stuart confirm that all the equipment listed in Attachment "F", the inventory of equipment is actually on the Flagler Center premises?

**Answer #1:** Yes.

**Question #2:** Who is on the selection committee?

**Answer #2:** The selection committee for this project has not yet been assigned..

**Question #3:** Did the City of Stuart perform any studies or other actions to determine that parking is sufficient for normal uses??

**Answer #3:** Yes, the Stuart Development Department studied this area in detail. They used City Code and regulations to do an overall parking needs assessment and came to the determination that current parking is sufficient for the buildings in the area.

**Question #4:** Are there any restrictions to cutting down the vegetation behind the Flagler Center in order to open up the view from the building??

**Answer #4:** The City of Stuart would prefer to do any riverside trimming. As long as no Mangroves are present there are no additional restrictions.

**Question #5:** Is there a time frame the City expects to begin collecting rent?

**Answer #5:** Of course the City would like rent to begin as soon as possible, but we understand that start-up costs, capital renovations, etc. is capital intensive. Rent initiation is subject to negotiation.

**Question #6:** Taking into consideration that the historical character of the building is important, would the lessee be able to remove the wall in the large ballroom, facing the river and replace it with French doors and a deck?

**Answer #6:** I can only recommend that you address that question in your proposal and a determination would be made in the evaluation process.

**Question #7:** When was the large ballroom built? Was it part of the original USO building?

**Answer #7:** Yes, it was where the dances were held.

**Question #8:** Can you give an estimate of what property taxes might be?

**Answer #8:** We recommend that you contact the Martin County Property Appraiser and the Martin County Tax Collector; they should be able to give a rough estimate after you tell them

what your proposed uses might be. I think it may depend on whether the proposed use maintains a "Public Use" or if it is determined to be "Commercial use".

**Question #9:** Who is required to pay the property taxes on the property?

**Answer #8:** The proposed lease is a triple-net lease, so that responsibility will be with the Lessee.

**Question #10:** Does the information that will become public record include personal information such as Social Security Numbers, Credit information, etc.?

**Answer #10:** No, the proposals will be redacted to reflect the requirement of FSS 119.

**Question #11:** Does the current telephone system belong to the City of Stuart?

**Answer #11:** No, any phone system in the building will belong to and be the responsibility of the successful proposer.

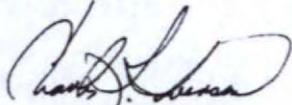
**Question #12:** Does the Flagler Center Lessee have access to the grassy area behind Spoto's restaurant for overflow parking?

**Answer #12:** The parking area in question is not a "labeled" parking facility and does not have signage or designation as such, and therefor is not leased or dedicated for any particular purpose or business.

The meeting was then moved to the Flagler Center for a tour of the buildings.

This Addendum must be acknowledged, signed and returned with your proposal. Failure to comply will result in disqualification of your proposal.

Sincerely,



Charles T. Iverson  
Procurement & Contracting Services Manager  
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #2 to RFP #2013-133, Lease Flagler Center Property:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Email address

**RFP #2013-133: Leasae Flagler Center Property  
 Non-Mandatory Pre-Proposal Meeting Sign In Sheet  
 September 19, 2013, 10:00 AM**

Name (PLEASE PRINT)	Company & Address	Email , Phone, Fax,
Terry Iverson Procurement Manager	City of Stuart 121 SW Flagler Avenue  Stuart, FL 34994	Email: tiverson@ci.stuart.fl.us
		Phone: 772-288-5320
		Fax: 772-600-1202
Lenora Darden Procurement Buyer	City of Stuart 121 SW Flagler Ave  Stuart, FI 34994	Email: ldarden@ci.stuart.fl.us
		Phone: 772-288-5308
		Fax: 772-600-0134
Cathy Wyckoff	Paradise Catering & Events	Email: cathywyckoff@gmail.com
		Phone: 772-781-0203
		Fax: 352-223-0202
Ed Wilhelm	American Classics Theatre Co.	Email: edwdirect@att.net
		Phone: 772-485-0080
		Fax: None
Jim Freitas	DiMichelli's Catering	Email: classiccocktails@aol.com
		Phone: 772-216-4190
		Fax:
Rachel Goldberg	Osceola 32	Email: rgventures@aol.com
		Phone: 617-413-5034
		Fax:

**RFP #2013-133: Leasae Flagler Center Property  
 Non-Mandatory Pre-Proposal Meeting Sign In Sheet  
 September 19, 2013, 10:00 AM**

<b>Name (PLEASE PRINT)</b>	<b>Company &amp; Address</b>	<b>Email , Phone, Fax,</b>
Mark Zollo	Cornerstone Bistro	Email: chefmark2@htcplus.net
		Phone: 954-609-4974
		Fax: 772-785-5232
Dale Armor	Acquisition Experts, LLC	Email: dale@acquisitionexperts.net
		Phone: 772-220-4455
		Fax: 772-220-8146
Michael Penn	Osceola 32 Gallery	Email:
		Phone: 617-780-0178
		Fax: None
Barry Grant Marsh	BGM Creative	Email: Barry@bgmcreative.com
		Phone: 772-341-1606
		Fax:
		Phone:
		Fax:
		Email:
		Phone:
		Fax:



## REQUEST FOR PROPOSALS

### **RFP# 2013-133, Lease Flagler Center Parcel, Property Located at 201 SW Flagler Avenue, Stuart, Florida**

The City of Stuart, Florida is accepting proposals from individuals and firms interested in leasing approximately .85 acres of real property owned by the City of Stuart located at 201 SW Flagler Avenue. The property includes the building and, the grounds around the building. The lease shall be absolute net and unsubordinated with a term no longer than ten (10) years.

### NOTICE TO PROPOSERS

All proposals must be submitted in a sealed envelope or container, plainly marked on the outside with the Request for Proposal number and title. Proposals must be submitted on the forms furnished by the City. Request for Proposal packages which include information, instructions and format may be obtained at no charge by contacting the City of Stuart Procurement & Contracting Services Office by telephone at (772) 288-5320 or by email at [tiverson@ci.stuart.fl.us](mailto:tiverson@ci.stuart.fl.us) (preferred). Proposals shall be submitted together with any necessary schedules, supporting documentation, additional information or literature (to include drawings) describing the respondent's proposal.

Hand delivered Proposals shall be submitted to the Procurement Office, in City Hall Annex, 300 SW St. Lucie Avenue, Stuart, Florida. Proposals sent by U.S. Mail or overnight delivery shall be sent to 121 SW Flagler Avenue, Stuart, Florida 34994. All responses must be in the possession of the City of Stuart Purchasing Office no later than **Wednesday, October 2, 2013 at 2:30 pm**. A **non-mandatory pre-proposal conference** will be held at 10:00 am, **Thursday, September 19, 2013** in the City Hall Annex Conference Room, 300 SW St. Lucie Avenue, Stuart, Florida. A site visit will be held immediately after this meeting.

Proposals will be publicly opened and read aloud on the appointed time and date of the proposal opening, or as soon as practicable thereafter, in City Hall Annex, 300 SW St. Lucie Avenue, Stuart, Florida. The City of Stuart reserves the right to waive any informalities or technicalities and to reject or accept any proposal that, in the judgment of the City of Stuart, in its sole discretion, is in the best interest of the City. Any questions concerning this solicitation may be addressed to Terry Iverson, City of Stuart Procurement & Contracting Services Manager, (772) 288-5320, 300 SW St. Lucie Avenue, Stuart, Florida 34994. Email address: [tiverson@ci.stuart.fl.us](mailto:tiverson@ci.stuart.fl.us).

Pursuant to the requirements of Section 287, Florida Statutes, all proposers are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.

It is the responsibility of the proposer to assure that proposals are received either by mail or by hand in the City of Stuart Procurement Office not later than the specified time and date. Submittals received after this date and time will not be accepted or considered and will be held unopened. No telegraphed, facsimile or electronic (email) offers will be considered.

The Stuart City Commission reserves the right to reject any or all proposals with or without cause when such rejection is in the best interests of the City, in the City's sole determination. The City also reserves the right to reject the proposal of a company, corporation or individual who has previously failed to perform properly any contract of a similar nature, or whom investigation shows is not in a position to perform the contract.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

All proposals shall be sealed and marked: **RFP #2013-133, FLAGLER CENTER PROPERTY.**

**Publish Date:** September 4, 2013

CITY COMMISSION  
CITY OF STUART, FLORIDA

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## I. GENERAL INFORMATION

The length of the proposed lease shall not exceed ten (10) years. The lease will be an absolute net, unsubordinated lease. All prospective proposers are strongly encouraged to inspect the property prior to submitting a proposal. There will be a site visit immediately following the non-mandatory pre-proposal conference to be held on Thursday, September 19, 2013 at 10:00 am, in the City Hall Annex Conference Room, 300 SW St. Lucie Avenue, Stuart, Florida.

Please check your proposed lease amount for accuracy before submitting. The proposed lease amount will be an evaluative criterion used to determine the offer most beneficial to the City of Stuart.

Land use and zoning information as well as a location map and aerial photograph are attached for informational purposes. Although this information is deemed correct, it is not guaranteed. Further questions regarding land use, zoning issues and the availability of public utilities should be addressed in writing to the Procurement Office by email at [tiverson@ci.stuart.fl.us](mailto:tiverson@ci.stuart.fl.us) or by facsimile transmission at (772) 600-1202.

The City will retain ownership of the major equipment. An inventory of this equipment is included in Attachment F of this solicitation. The Proposer shall be responsible for supplying all other additional fixtures, furnishings and equipment (FF&E), including but not limited to: dining tables and chairs, bar stools, and all other furniture; music and public address systems; point-of-sale system; signage; refrigerators, and decorations. In addition, the Proposer will be responsible for all maintenance of the existing city-owned equipment.

The parcel's current zoning is "Urban Waterfront" and Future Land Use is "Recreation," (See Attachment A, Property Profile, for information), the City will favor proposals that include commercial uses of the facility which allow for continued use by the public through events such as meetings, weddings, parties, and receptions, or for uses which provide education or entertainment or both to the public, such as an art, culinary, or music school, or a small banquet, convention or conference center. Proposers may offer uses such as restaurants, retail, meeting rooms, banquet rooms, class rooms, a small convention center, governmental uses, or any combination of the above or similar uses. Residential and industrial uses will not be considered. Proposers should also be aware that two of the three buildings were used as a USO (United Services Organization) "canteen" during World War II, and any renovations to those buildings should reflect a reverence for that historic use.

The City of Stuart is particularly interested in the proposed use; and the character and quality of any proposed improvements to the property. The proposed use must be offered in accordance with City of Stuart zoning and land use regulations. See Attachment A, Property Profile.

**Additional Information:**

A. Capacities of each of the rooms in the Flagler Center: Large ballroom (Studio 1): 140 less concentrated, 342 open; The lounge: 70 less concentrated, 180 open; The room to the right across the patio (Studio 2): 147 less concentrated, 275 theater (with 20x30 stage), 360 open configuration.

The less concentrated values reflect the space taken up by tables, chairs, etc., at sit-down events. The occupant loads are calculated at 15 square feet per person. The theater and open values are calculated at 5 square feet per person, and they reflect more dense concentrations since people have little need for space outside that needed for sitting or standing. All occupant load calculations are based on net square footage, which is why the theater seating capacity is lower; the stage area is subtracted from the total floor area.

B. Parking can be a challenge depending on the event schedule at any given point in time. However, the parking currently available is sufficient for normal uses for the area from St. Lucie Avenue down to the point. There will be no special parking accommodations specifically for the Flagler Center.

C. Annual costs associated with the Flagler Center Buildings:

Water, Sewer, Stormwater and Garbage collection, together run an average of \$504.00 per month.

The electric bill, when the City had possession was an annual average of \$1,142.03 per month.

Grounds maintenance (landscape maintenance) is provided by the City of Stuart.

Insurance costs for General Liability and any special coverages should be received from your insurance agent. Property insurance and flood insurance are provided by the City of Stuart.

Building maintenance is addressed in the proposed lease agreement:

“Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Premises during the term of this Lease, it being understood that the Lessee takes the Premises in an “AS IS” condition, having made all of the inspections it chose to make, prior to entering into this Lease, and that the Lessee is satisfied with the condition of the Premises”.

Property tax for 2012 was \$298.01. Again, the taxes are based on a public use designation. The City recommends all proposers contact the Martin County Property Appraiser for an estimate of taxes for their proposed use.

D. Square footage of the buildings: The main building is 7016 sf and the detached building consists of 2090 sf.

## II. EVALUATION CRITERIA

The proposals will be evaluated in accordance with the weighted criteria listed below:

**35 points:** Character and Quality of Proposed Use; submit a detailed description of the intended use of the property including the style, and type of proposed physical improvements. Include the proposed hours of operation.

**35 points:** Successful Business Experience and Financial Stability of Proposer, an inquiry into the financial strength of the proposer will be made using information submitted and the information included on the attached "Lease Application".

Submit a detailed overview of the respondent's business experience. If the respondent is incorporated, include a copy of the articles of incorporation

**30 points:** Proposed lease rate.

## III. PROPOSAL FORMAT

### **Proposals shall also include the following information:**

Disclose any potential conflicts of interest due to any other clients, contracts or property interests for this project only. Include a notarized statement certifying that no member of your firm's ownership, management, or staff has a vested interest in any aspect of, or Department of the City of Stuart.

Enclose any additional data pertinent to this project that would assist the selection committee to determine the individual's or firm's economic and operational capability.

Proposals shall follow the criteria and informational format outlined below. Proposals will be evaluated using the above weighted criteria.

### **Proposal Format:**

Tab 1. Transmittal Letter bearing the signature of an individual authorized to contractually bind the proposer. Proposer should positively state their willingness and financial ability to lease the property in accordance with the proposal submitted.

Tab 2. Give a detailed description of the intended use of the property. Include any proposed capital improvements to the property and a summary of the business plan with projected revenue. Include Proposal Form behind this tab.

Tab 3. Financial Resources available to proposer, Dun & Bradstreet number. Include any information that will give the City enough information to establish the Proposer's financial capability such as successful prior projects, business references and bank references. Include Attachment C, Lease Application, behind this tab. It will be used to identify and quantify financial stability.

Tab 4. Successful similar projects within Florida. List all projects of similar nature within the past five years. Indicate title and brief description of each project including Lessor (contact person, address, and telephone number), length of lease involved in each project and total lease value.

Tab 5. Propose within the submittal the preferred length of lease (lease term shall not exceed 10 years), proposed compensation to the City, and any proposed capital improvements to the property. Note any special terms and conditions sought in a final lease agreement. Although the amount of the lease is an evaluative criterion, it is not necessarily the determining factor in award of this solicitation. Include calculations that demonstrate the overall financial impact to the community with a reasonable estimate of expected tax revenue and business revenue attributable to the project. Include Proposal Schedule behind this tab.

Tab 6. Addenda. Attach all issued and acknowledged Addenda behind this tab.

Tab 7. Attach any additional information behind this tab that will assist the selection committee to determine the most responsive and responsible proposer. Please limit this section to two (2) pages.

Please see Section 38 of the Sample Lease Agreement (Attachment D) for details concerning Broker's Commission.

#### IV. TERMS AND CONDITIONS

No deposit is required for the submission of an RFP. The City will identify the three highest ranked proposers and request authorization to negotiate with the top ranked proposer. The most recent appraisal of the property is available for review in the Procurement Manager's Office; please contact the Procurement Manager for an appointment to review the appraisal.

Upon authorization to negotiate from the City Commission, the City will negotiate the remaining terms of the lease (using the Proposal as a basis) with the highest ranked proposer so identified.

If unable to reach an agreement with the identified highest ranked proposer, the City will reject the proposal of the identified proposer and will enter into negotiations with the next

highest ranked proposer. If unable to reach an agreement with any of the top three ranked proposers, the City may elect to reject all proposals.

Each respondent shall examine all its RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. All inquiries regarding this RFP, either technical or procedural, must be made through the City of Stuart Procurement & Contracting Services Office. The City shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information may be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective firms who have secured a copy of the RFP. However, it shall be the responsibility of each firm, prior to submitting their proposal, to contact the City of Stuart Procurement Office at (772) 288-5320 to determine if addenda were issued and to acknowledge receipt of such addenda in their proposal.

The City of Stuart is not responsible for the content of any proposal package received through any 3<sup>rd</sup> party bid service or any source other than the City of Stuart Procurement Division or DemandStar by Onvia. It is the sole responsibility of the proposer to ensure the completeness of the documents received from any 3<sup>rd</sup> party.

Any actual or prospective proposer who disputes the reasonableness, necessity or competitiveness of the terms and/or conditions of this Request for Proposal; selection or award recommendation shall file such dispute in writing with the City Manager.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interests of the City.

Cost of submittal of this proposal is an operational cost of the proposer and shall not be passed on to or be borne by the City of Stuart.

Upon award recommendation or thirty (30) days after opening, whichever is earlier, any material submitted in response to this request for proposals will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law).

As required by FS Section 287.133; "A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor

list." Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

*All prospective respondents are cautioned not to contact any member of the Stuart City Commission, the City Manager, City Attorney (except to discuss grievance matters), or any member of the selection committee. All questions and contacts must be made through the Procurement Office. Attempts to lobby or persuade through other channels will result in disqualification from this process.*

Independent Pricing: By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies, that:

(a) The prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, with any other proposer or with any competitor.

(b) Unless otherwise required by law, the prices, which have been quoted in this offer, have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled proposal opening, directly or indirectly to any other proposer or to any competitor.

(c) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting or influencing competition.

In determining responsibility, the following will be considered:

- (a) Respondent's ability, capacity and skill to abide by the terms and conditions of any contract resulting from this solicitation.
- (b) Reputation, judgment and experience of the offeror.
- (c) Quality of performance of previous contracts or services.
- (d) Previous and existing compliance by the proposer with the laws and ordinances relating to the contract.

This proposal package includes the following attachments:

**Attachment A:** Property Profile:

**Attachment B:** Land Use and Zoning Maps; Aerial Photograph

**Attachment C:** Lease Application

**Attachment D:** Sample Lease Agreement. This document is illustrative in nature and subject to final negotiation.

**Attachment E:** Excerpt from the City of Stuart Code of Ordinances Regarding the Lease or Sale of City-owned Property

**Attachment F:** Inventory of equipment included with the building

PROPOSAL FORM

**RFP #2013-133 – Lease of Flagler Center Property**

(Attach additional sheets if necessary)

1. Name of respondent: \_\_\_\_\_
  
2. If corporation or partnership, please list principals, and in the case of a corporation, attach articles of incorporation:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  
3. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Phone: \_\_\_\_\_
5. Fax: \_\_\_\_\_
6. E-mail: \_\_\_\_\_
  
7. Description of proposed use (i.e.: restaurant, professional office, commercial building, etc.)  
Please be specific:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Description of proposed improvements if any (i.e.: office complex, commercial building, etc.) Please be specific:

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9. Length of proposed lease (shall not exceed 10 years) and description of proposed leasing terms.

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10. Description of Business experience:

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PROPOSAL SCHEDULE

RFP #2013-133, Lease of Property Located at 201 SW Flagler Avenue  
Opening Date: October 2, 2013 at 2:30 pm

\* \* \* \* \*  
PROPOSED LEASE AMOUNT: \$ \_\_\_\_\_ per \_\_\_\_\_ (annum, quarter,  
month, etc.)

\_\_\_\_\_  
(Amount and Time Period in words)

The above proposed amount is the "Lease Price" as that term is used in the attached proposed lease agreement (Attachment E).

**Acknowledgement is hereby made of receipt of addenda issued during the solicitation period:**

Addendum # \_\_\_\_\_ through Addendum # \_\_\_\_\_

Attached is a description of improvements, if any intended, including a schedule for the improvements and a cost estimate. The Undersigned certifies that all necessary improvements will be completed within two years of the date of lease. The Proposer certifies that this proposal complies with the Solicitation requirements, terms and conditions of the City.

Date: \_\_\_\_\_, 2013

By individual(s):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By corporation or other legal entity:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

## ATTACHMENT A

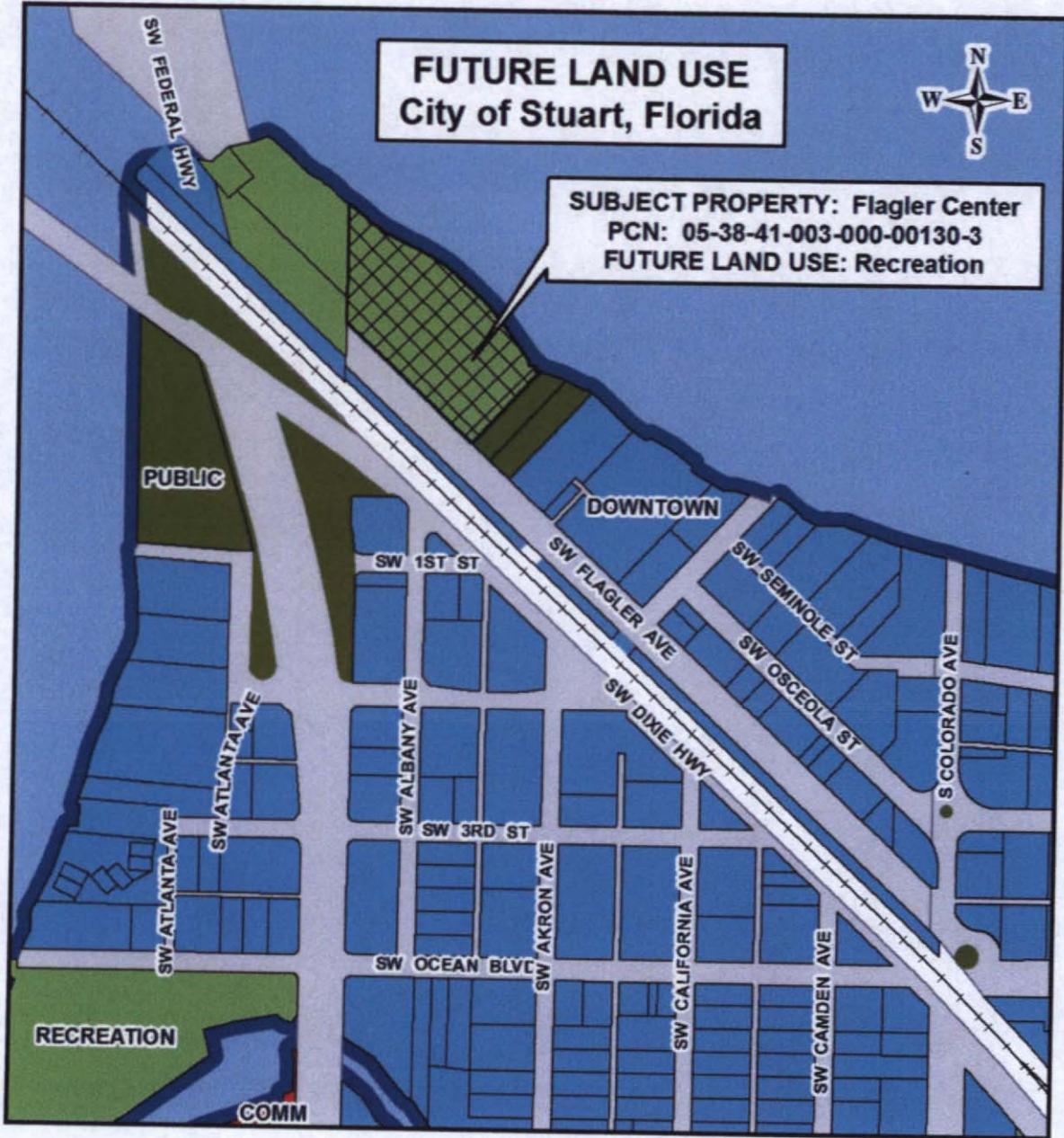
### Property Profile: City-Owned Flagler Center Parcel

Site Data	
<b>Address</b>	201 SW Flagler Avenue, Stuart, Florida
<b>Parcel control number</b>	05-38-41-003-000-00130-3
<b>Current Use</b>	Live entertainment, meetings, seminars
<b>Building Size</b>	7016 SF & 2480 SF
<b>Lot size</b>	.85 acres
<b>Land Use</b>	Recreation
<b>Zoning</b>	Recreation
<b>City Water Available</b>	Yes
<b>City Sewer Available</b>	Yes

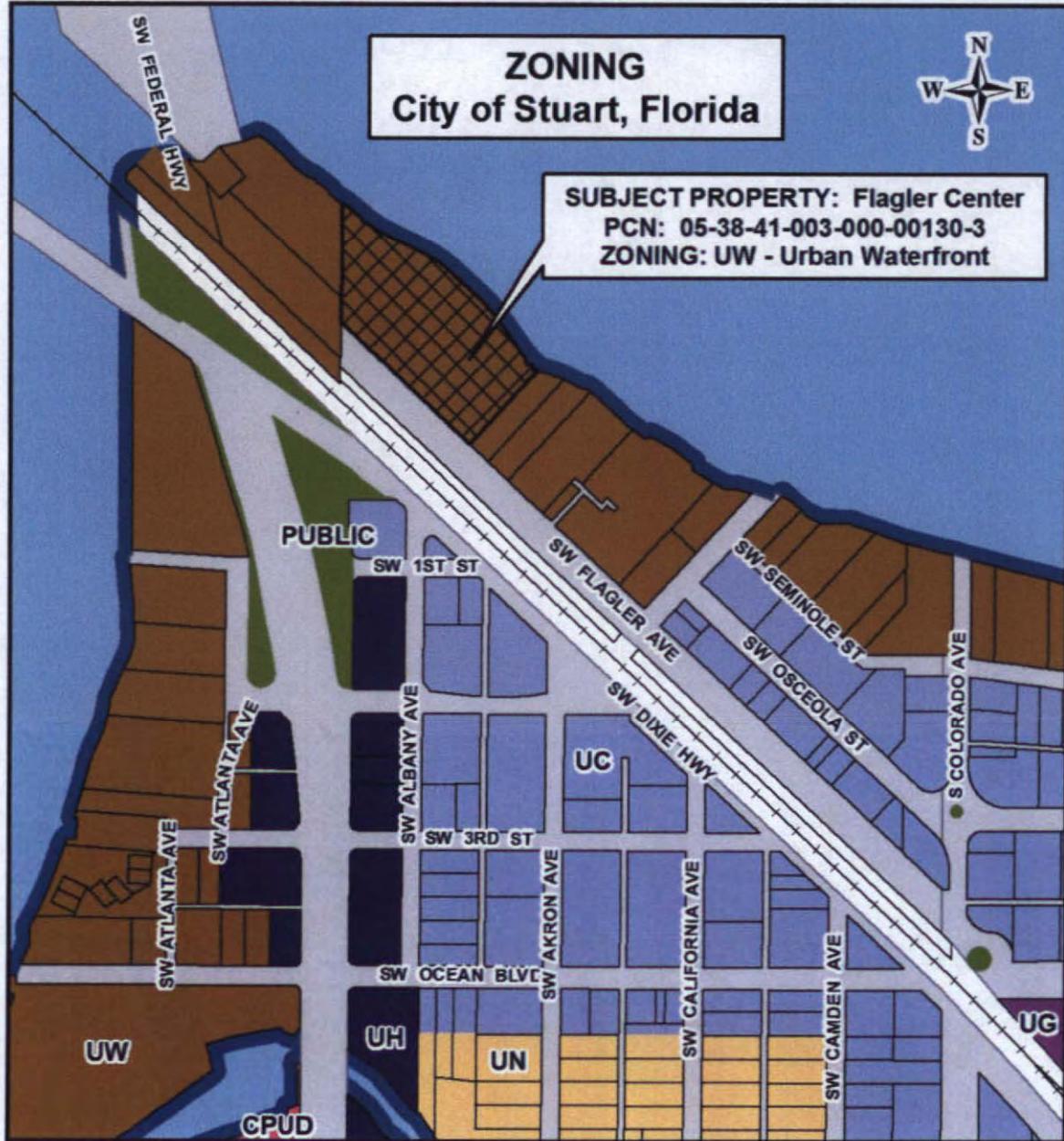
<b>Permitted Uses in the Urban Waterfront District and Recreation Land Use:</b>	
<p><b>Sec. 2.02.04. Urban Waterfront</b></p> <p><b>A. Urban waterfront ("UW"),</b> refers to special waterfront-oriented uses, including marinas, restaurants, entertainment, hotels, and higher-density residential. Existing "marine industrial" uses are conditionally permitted. UW is generally located along all waterfront properties throughout the CRA with the exception of those waterfront properties on the north side of Frazier Creek and on the east side of the "North Point" peninsula south of Fern Street.</p> <p><b>B. Recreation:</b> Lands and public facilities, including public recreational uses that are both "active" and "passive" in nature. These include, but not limited to, neighborhood and community parks, golf courses, and spectator sport facilities, and open space areas. <b>Additionally, vending or entertainment uses directly in support of the primary recreational use are allowed.</b> Cellular telephone towers are allowed. <b>"Recreation" uses shall include those uses that are permitted in the "Conservation" and "Public" land use categories.</b> Also, electric distribution substations are allowed.</p> <p><b>Conservation:</b> The purpose[s] of the conservation category include: to conserve and protect natural resources including wetlands, floodplains, unique native vegetation, and habitat of listed species; to provide flood control; and to provide a general open space amenity. Uses allowed include passive recreation support facilities and other public facilities and utilities which do not conflict with the purpose of this land use category.</p>	

*Public:* Public facilities and uses such as schools, government offices, recreation, cellular telephone towers, utilities, historic structures with public or private uses therein, and **City sponsored or approved economic development or redevelopment projects. Additionally, uses which are determined to contribute to the overall community welfare such as vending or entertainment uses directly in support of the primary public use associated with a park, plaza, or community center, or City sponsored or approved community festival, fair, concert, parade, exhibition, farmers or craft market, or similar events are allowed.** "Public" uses shall include those uses that are permitted in the "Recreation" and "Conservation" land use categories. Also, electric distribution substations are allowed.

ATTACHMENT B pg. 1  
Land Use Map



ATTACHMENT B PG. 2  
Zoning Map



**ATTACHMENT B pg. 3**  
**Aerial View of Site**



**ATTACHMENT C**

**Lease Application**

Lease Location: 201 SW Flagler Avenue, Stuart, Florida. Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Name of persons who will sign lease:

Person 1: \_\_\_\_\_

Driver License Number: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Person 2: \_\_\_\_\_

Driver License Number: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

If your business is a corporation, LLC or other entity, state its type: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

State in which business entity formed: \_\_\_\_\_

Name of Person(s) who will guarantee lease:

Person 1: \_\_\_\_\_

Person 2: \_\_\_\_\_

Registered Agent Name: \_\_\_\_\_

Address for registered agent: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Proposed use of leased property: \_\_\_\_\_

\_\_\_\_\_

Other business locations: \_\_\_\_\_

\_\_\_\_\_

**Credit References**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

**Bank Information:**

	Name	Type of Account	Account #	City
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____

**Credit Cards:**

	Name	Credit Card #	Type
1.	_____	_____	_____
2.	_____	_____	_____

**Creditors (Not already listed):**

	Name	Monthly Payment	Balance Owed
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Comments:

Consent to Check Credit

I/We, the undersigned applicant(s) authorize the City of Stuart or its agent to order and review my/our credit and criminal history and investigate the accuracy of the information contained herein. I/We further authorize all banks, employers, creditors, credit card companies, references and any and all other persons to provide to City any and all information concerning my/our credit.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

By signature hereon, applicant(s) agree that the information disclosed herein is true, complete and accurate to the best of applicant's knowledge, and applicant(s) agree that the information disclosed herein is material to the City's potential decision with respect to granting or denying this application to enter a lease.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT D

### ABSOLUTE NET, UNSUBORDINATED LEASE (SAMPLE DRAFT)

THIS LEASE is made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the **City of Stuart**, 121 SW Flagler Avenue, Stuart, FL 34994, a municipal corporation, hereinafter referred to as LESSOR", and \_\_\_\_\_, hereinafter referred to as "LESSEE."

#### **Section 1. Demise, Description and Use of Premises.**

In consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid this day, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee and Lessee hires from Lessor upon the terms and conditions contained herein, for the purpose of conducting thereon any lawful business and for no other purpose, the following described real property located in Martin County, Florida, to wit:

**See Exhibit "A" attached hereto and made a part hereof.**

As used herein, the term "Premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

#### **Section 2. Commencement and Term.**

The term of this Lease shall commence on the date of full execution of this Lease (the "Commencement Date"). Rental payments due hereunder shall commence on \_\_\_\_\_.

The term of this Lease shall continue for a period of \_\_\_\_\_ years from the commencement date subject to extension or prior termination as set forth herein.

#### **Section 3. Right to Extend.**

Provided the Lessee is not in default under any of the terms and conditions of this Lease, and provided the Tenant has faithfully performed all of its covenants and undertakings contained in this Lease, Lessee shall have the right and option to extend the term of this Lease for an additional term of \_\_\_\_\_ years each upon the same terms and conditions [**no total lease term, including extensions, shall exceed ten (10) years**]. The term of the Lease shall be automatically extended from one period to the next unless Lessee shall give to Lessor, not less than one hundred twenty (120) days prior to commencement of the next ensuing extension term, written notice of Lessee's desire to terminate the Lease. Such notice shall be sent to the Lessor either by registered or certified mail, return receipt requested, postage prepaid, at the address of Lessor set forth above or such other address as Lessor may direct in

writing. Lessee may also exercise its right to extend the term hereof at any time during the last year of any existing term. Options can only be exercised one at a time and only consecutively.

#### **Section 4. Basic Rent.**

It is the purpose and intent of the Lessor and the Lessee that the rent shall be absolute net to the lessor. Lessee hereby agrees to pay to Lessor rent for the leased Premises land, the sum of \$ \_\_\_\_\_ together with the upward adjustments provided herein, payable solely for the convenience of Lessee in equal monthly installments of \$ \_\_\_\_\_ payable on the first (1<sup>st</sup>) day of each month, in advance, from the Commencement Date throughout the term of this Lease, including any renewal terms subject to adjustment as hereinafter set forth. In the event that this Commencement Date falls on some day other than the first day of a calendar month, the first month's rent shall be prorated to reflect the actual period for which rent is payable. Payment shall be made in the form of a locally drawn local (Martin County, Florida) bank's check and shall be made to whoever the Landlord designates, in writing, from time to time. All sums due as rent or additional rent shall be paid without set-off for any reason.

#### **Section 5. Rent Escalation.**

For subsequent years the amount of the rent payable will be based on the cost-of-living index published by the Bureau of Labor Statistics of the United States Department of Labor using the period 1982 to 1984 = 100 as the base period BLS document 9105, Miami, all items. The CPI will be the basis for rent escalation.

#### **Section 6. Taxes.**

Beginning on the Commencement Date and throughout the term of this Lease thereafter, including any extension terms, Lessee shall pay, as additional rent hereunder, before they become delinquent, all taxes. "Taxes" as used herein, means all real property taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Premises or any part thereof and any rents due Lessor therefrom from time to time by any lawful taxing authority, whether Federal, State, Municipal, School, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real property taxes whether of the foregoing character or not and whether in existence at the Commencement Date.

Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor received requiring payment for any of the items set forth above.

All taxes for the beginning and ending years of the term hereof, from date hereof, including any extension terms, shall be prorated between Lessor and Lessee based upon the respective periods in which they hold possession of the Premises.

Lessee may contest any tax or assessment it is required to pay and may file protests or otherwise proceed in the name of Lessor. No contest may be filed for the first year's taxes. Thereafter, any contest must be made by posting with the Lessor sufficient collateral, in a form acceptable to Lessor, to protect the Lessor against loss of the property by tax sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent.

All Federal or State sales taxes or taxes similar in nature imposed upon payments made by a tenant to a landlord or upon this lease whether on the rents, additional rent or the lease or leasing privilege shall be paid in full by Lessee promptly when due or upon demand therefore.

Nothing herein shall be construed so as to require Lessee to pay any income tax, inheritance tax, capital gain tax, franchise tax or corporate stock tax imposed upon or payable by Lessor.

#### **Section 7. Permitted Uses.**

Lessee shall be entitled to develop the Premises for use as a \_\_\_\_\_.  
Lessor hereby agrees not to affirmatively interfere with Lessee's efforts to so develop the Premises, except that all improvements collectively costing \$10,000 or more to the premises shall be subject to the approval of the City. Lessee shall be responsible for the payment of any and all costs incurred in connection with the development of the Premises including the preparation of any applications, plans, surveys or other documents and all impact fees and development incurred in connection with development of the Premises.

Nothing contained herein shall be construed so as to require Lessor to execute any document or instrument, which would create any financial liability neither on the part of Lessor nor upon the subject premises, nor alter or impair Lessor's rights under this Lease. There is no obligation under this Lease for Lessor to convey or burden any part of or all of the fee interest of the subject premises or grant or agree to any condition, which will burden the property beyond the Lease term. Any such condition shall terminate when the Lease terminates.

#### **Section 8. Encumbrances of Lessee's Leasehold Interest.**

Lessee shall not, without obtaining Lessor's consent, encumber its Leasehold interest in the Premises together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee. Such encumbrance shall not be unreasonably withheld by the Lessor. Under Florida law, the Lessor cannot and shall not be required to subordinate its fee interest in the Premises to the lien of any mortgage, which Lessee may execute.

Lessor further agrees, in connection with Lessee's efforts to obtain financing for the development of the Premises, to provide any Mortgagee of whom Lessor has actual knowledge who holds a mortgage on Lessee's leasehold interest with a copy of any notice of default Lessor sends to Lessee hereunder and prior to terminating this Lease as in result of

any default by Lessee, Lessor shall provide any such Mortgagee an equal period within which to cure any default by Lessee or in the alternative, Lessor shall give the Mortgagee the right to elect to receive a new lease on the Premises for a term equal to the then unexpired term of this Lease containing the same covenants and conditions as this Lease, such right of election to be in effect for thirty (30) days following the expiration of any grace period granted to Lessee and said right to be conditioned upon the mortgage curing Lessee's default.

Lessor shall from time to time, within ten (10) days after Lessee shall have requested it, execute, enroll, acknowledge and deliver to the Lessee, or such other party as may be directed by Lessee an estoppel letter in recordable form certifying any fact pertaining to the Lease reasonably requested by Lessee or any mortgage or prospective mortgage of the leasehold interest. It is intended that any statement delivered pursuant to the provisions of this Section be relied upon by any such mortgage. Lessee shall prepare such instrument and deliver same to Lessor with the request.

#### **Section 9. Assignment and Sublease**

Lessee may not assign all or a portion of this Lease or sublease the whole or any part of the Premises, including portions of any improvements erected thereon by Lessor or other portions of the Premises for any purpose without the consent of Lessor, which consent shall not be unreasonably withheld or delayed. Any assignment or sublease may be conditioned by the Lessor on the commercial suitability, the good reputation in the community, and the financial strength and solvency of the proposed assignee or sub-tenant, all or any of which may be require suitable proof thereof. Lessee shall remain liable for the full performance of its covenants and obligations under this Lease for the entire term hereof. No sub-lease can extend beyond the existing term of this Lease. No sub-lease can alter the terms hereof.

#### **Section 10. Uses Prohibited.**

Lessee shall not use or permit the use of the Premises, or any part thereof, for any illegal purpose or purposes, nor shall Lessee maintain a nuisance on the Premises or use or permit the use thereof for immoral purposes. The Premises may not be used as a toxic waste dump or storage facility, a solid waste disposal site or any use which could have a harmful effect on the land itself. The Lessee shall not commit waste. No use may be made of the property which would legally impair the right to collect rental adjustments called for herein.

#### **Section 11. Improvements, Repairs, Additions, Replacements to the Real Property.**

Through the term of this Lease, the Lessee shall have the right (but not the duty) to construct, erect, or reconstruct any and all manner of buildings, works, or improvements upon the Premises as are permitted by this lease and the then applicable Zoning, Subdivision and Building Ordinances of the applicable jurisdiction.

Lessee shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in good repair and good condition (ordinary

wear and tear excepted), all buildings and improvements at any time erected on the Premises, and shall use all reasonable precaution to prevent waste, damage or injury.

Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Premises during the term of this Lease, it being understood that the Lessee takes the Premises in an "AS IS" condition, having made all of the inspections it chose to make, prior to entering into this Lease, and that the Lessee is satisfied with the condition of the Premises.

Lessee's rights, as set forth in this Section 11, shall be subject to the following conditions:

- A. The cost of any such construction, or of any change, alteration or improvements, shall be borne and paid for by Lessee.
- B. The Premises shall, at all times, be kept free of mechanics and material men's liens.
- C. The parties shall enter into a Memorandum of Lease, in recordable form, in form and content acceptable to Lessor, and the same shall be recorded prior to the commencement of any work on the premises. The Lessee agrees to execute such further agreements as may be necessary, from time to time, to preserve the leased premises from the imposition of liens. The Lessee shall provide in any contracts and shall require the General Contractor to provide in all sub-contracts and sub-sub-contracts that the parties thereto must look solely to the Lessee for payment and that no liens shall be filed against the land itself.
- D. During the term of the Lease (or any extended term acquired by exercise of an option hereunder), Lessee shall not demolish or remove any building or improvements located on the premises. At the end of term hereof, all improvements located on the Premises will become the property of Lessor and at Lessor's option, Lessor can require Lessee to remove all or any part of the improvements and to place the Premises in their original condition.

## **Section 12. Insurance.**

Lessee covenants to provide, during the entire term hereof at Lessee's own cost and expense, as additional rent, by advance payment of premiums, a comprehensive liability policy of insurance protecting Lessor and Lessee as their interest may appear against any liability whatsoever, occasioned by accident on or about the demised premises or any appurtenances thereto. Such policy shall be approved by Lessor, written by a company rated not less than "AAA", by Best's Register, in an amount not less than One Million Dollars (\$1,000,000) to cover the claim of damage from any single person, and not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) to cover more than a single claim which may arise from a single action, and in the sum of Five Hundred Thousand Dollars (\$500,000) in respect

to claims for property damage. Such policy shall insure Lessee and Lessor against any liability that may accrue against them or either of them, on account of any occurrence on or to the demised premises during the term thereof, resulting in personal injury, death, property damage, liquor liability or any other liability whatsoever; and said policies shall include indemnity against loss, expense and damage of any and every kind, including costs of investigation and attorney's fees, and other costs of defense. Lessee shall see to it that the Lessor shall at all times be in possession of a valid Certificate of Insurance, naming the City of Stuart as an additional insured. Lessee agrees to pay all premiums for all policies promptly as additional rent and deliver to Lessor an original or duplicate original of all such policies, together with evidence of payment of premium thereon, upon the beginning date of this Lease, and from time to time thereafter as premiums shall fall due. Lessor may require an increase in the limits of coverage or extent or coverage at any time such increase is deemed commercially reasonable by Lessor. Lessor may increase the amounts of required insurance coverage provided the same is commercially reasonable.

All insurance coverage called for under the Lease shall contain provisions granting Lessor thirty (30) days written notice prior to termination thereof and shall be written by an insurance company authorized to do business in Florida. Copies of the policies shall be promptly furnished to Lessor.

All hazard insurance policies carried by the Lessee covering property located on the demised premises will provide that the Lessor is an additional named insured, as its interest may appear.

### **Section 13. Indemnify Lessor.**

In consideration of said Premises being leased to Lessee for the above rental, Lessee agrees: that Lessee, at all times, will indemnify and hold harmless Lessor from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Premises by Lessee, or consequent upon or arising from any acts, omission, neglect or fault of Lessee, his agents, servants, employees, licensees, visitors, customers, patrons, or invitees, or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; that Lessor shall not be liable to Lessee or any damages, losses or injuries to the persons or to property of Lessee which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, and that Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, where said injuries or damages arose about or upon said Premises as a result of the negligence of Lessee, his agents, employees, servants, licensees, visitors, customers, patrons and invitees. All personal property placed or moved into the Leased Premises or Building shall be at the risk of Lessee or the owners thereof, and Lessor shall not be liable to Lessee for any damages to said personal property. Lessee shall maintain at all

times during the term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Lessor and to pay Lessor's damages, if any, resulting from any matters set forth hereinbefore in this Paragraph 13. LESSEE WAIVES ALL RIGHTS TO RECOVER FROM LESSOR FOR ANY DAMAGES CAUSED BY NEGLIGENCE OF LESSOR, ITS AGENTS OR EMPLOYEES. Lessee's insurance policies shall contain a waiver of the right of subrogation as against the Lessor.

**Section 14. Time.**

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

**Section 15. Condemnation.**

- A. If, at any time during the term of this Lease, title to all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain, this Lease shall terminate and expire on the date of such taking, and the rent and other charges provided to be paid by Lessee shall be apportioned and paid to the date of such taking.
- B. If at any time during the term of this Lease, title to less than all of the Premises shall be taken as aforesaid, this Lease shall continue (unless Lessee shall elect to terminate this Lease by giving notice thereof to Lessor within thirty (30) days after the date of such taking, in which case this Lease shall terminate on the date therefore set forth in such notice), except that thereafter the rent shall be reduced to a fraction of the former amount which fraction shall be determined by dividing the area of the untaken portion of the Premises by the area of the Premises immediately before the taking.
- C. Lessee may, at its option, but shall not be required to, repair, restore, replace or rebuild any damage or destruction to the Premises and improvements located thereon resulting or arising from any taking of all or any part thereof.

**Section 16. Requirements of Public Authority.**

- A. During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (collectively "regulations") of the Federal, State, County, and City Governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force on the Commencement Date or may in the future be passed, enacted, or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the

covenants of this Section 16. If such regulations shall so restrict the use or development of the Premises so as to render the development of the Premises unfeasible in the discretion of Lessee, Lessee shall have the option to terminate this Lease upon thirty (30) days written notice to Lessor.

- B. Lessee shall have the right to contest by appropriate legal proceeding diligently conducted in good faith in the name of the Lessee, without costs, liability or expense to Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (A) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Lessee may delay such compliance therewith until the final determination of such proceedings. Nothing herein shall delay the payment of all sums due to Lessor herein required to be paid.

#### **Section 17. Lessor's Title/Possession.**

Lessor covenants that as of the Commencement Date: Lessor shall have the fee simple title to the Premises with full right and authority to make this Lease; the Premises shall then be free and clear of all liens, easements, restrictions, leases and encumbrances except as set forth in Exhibit "B" hereto. Lessee has received and accepts the title insurance policy heretofore delivered to Lessee. Lessee has surveyed the property and has accepted the state of the survey. Lessee shall be delivered possession of the Premises; and Lessee shall have quiet and peaceful possession and enjoyment of the Premises and of all appurtenances thereunto belonging during the term of this Lease including all extension terms. The value of Lessee's interest is stated to be \_\_\_\_\_. However, Lessor shall have no responsibility to provide any additional title insurance coverage on the Premises.

#### **Section 18. Care of Premises.**

Lessee shall in nowise violate any of the zoning or other governmental restrictions now or hereafter placed upon the said real property. Lessee shall, at its sole expense, pay for any alterations, improvements, machinery or equipment which may be required by any applicable governing body now or at any time during the term of this Lease.

#### **Section 19. Conditional Limitations – Lessee Default Provisions.**

This lease and the term hereof are subject to the limitation that if, at any time during the term of this Lease, any one or more of the following events (herein called an "event of default") shall occur, that is to say:

- (1) If Lessee shall make an assignment of this Lease for the benefit of its creditors; or

- (2) If any petition shall be filed against Lessee in any court, whether or not pursuant to any Statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, and if any such proceedings shall not be dismissed within ninety (90) days after the institution of the same; or if any such petition shall be so filed by Lessee; or
- (3) If Lessee shall fail to pay any installment of the rent, or any part hereof, when the same shall become due and payable, and such failure shall continue for thirty (30) days; or
- (4) If Lessee shall fail to pay when due any other charge required to be paid by Lessee hereunder, and such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee; or
- (5) If Lessee shall fail to perform or observe any other requirement of this Lease (not hereinbefore in this Section 20 specifically referred to) on the part of Lessee to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, unless Lessee shall have commenced to cure any such default as is referred to in this sub-section five (5) within said thirty (30) day period and diligently pursues such cure to completion;

Then upon the happening of any one or more of the aforementioned events of default, and the expiration of the period of time for remedying the same, Lessor may:

- a. Give to Lessee a notice hereinafter called ("notice of termination") of intention to end the term of this Lease and the term hereof, as well as all of the right, title and interest of the Lessee hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date originally specified herein for the expiration of this Lease had arrived and the Lessee shall then quit and surrender the Premises to Lessor, and
- b. Lessor may at any time after an event of default re-enter the Premises and remove Lessee therefrom, and all or any of its property therefrom, either by summary dispossess proceedings or by any suitable action or proceeding at law, and
- c. It is expressly and specifically covenanted and agreed that the entire unpaid balance of the basic rental with an estimated adjustment as provided in Paragraph 5 and the entire amount of estimated additional rental to the end of the term, based upon existing additional rentals already accrued, shall, at the sole option of the Lessor, immediately become due and payable, and

d. All of the right, title, estate and interest of Lessee (i) in and to the improvements, all changes, additions, alterations therein, and all renewals and replacements thereof, and (ii) all rents, sub-leases, issues and profits of the Premises, or any part thereof, whether then accrued or to accrue, shall automatically pass to, vest in, and belong to Lessor, without further action on the part of either party, free of any claim thereto by Lessee.

e. Lessor shall have any other remedy provided by Florida law.

#### **Section 20. Lessor's Defaults.**

If Lessor fails to perform or observe any requirements or covenant of this Lease to be performed and observed by Lessor and such default continues for a period of thirty (30) days after written notice thereof from Lessee to Lessor, Lessee shall have the option of terminating this Lease upon thirty (30) days written notice to Lessor without waiving any other legal rights hereunder or in the alternative, Lessee shall have the right of specific performance.

#### **Section 21. Waivers.**

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same of any other provisions. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a partial payment on account.

#### **Section 22. Notices, Etc.**

All notices, consents, demands and requests which are required or desired to be given by either party to the other shall be in writing. All such notices, consents, demands and requests shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address set forth in this Lease, or at such other place as it may from time to time designate in a written notice to the other party given pursuant to the provisions of this Section. Notices, consents, demands and requests which are served upon Lessor or Lessee in the manner aforesaid, shall be deemed to have been given or served for all purposes hereunder on the third (3<sup>rd</sup>) business day next following the date on which such notice, consent, demand or request shall have been mailed as aforesaid.

#### **Section 23. Governing Law.**

This Lease and the performance of the covenants and terms thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida.

**Section 24. Partial Invalidity.**

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 25. Sales Taxes.**

Lessor will endeavor to collect and Lessee shall promptly pay all sales or similar type taxes imposed upon the various amounts of money payable as rent hereunder. In the event it is subsequently determined that any amount required to be paid or paid for hereunder is subject to such tax, Lessee shall promptly pay the same and any penalties and interest payable thereon.

**Section 26. Covenants Binding the Respective Parties.**

Except as herein expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors and assigns.

**Section 27. Disposition of Improvements on Termination of Lease.**

On termination of this Lease for any cause, Lessor shall become the owner of any building or improvements on the Premises. If Lessee is not in default, Lessee shall however have the right to remove any furniture, fixtures, equipment or other things which may be removed from the premises without changes to any of the buildings or improvements hereinafter located on the Premises.

**Section 28. Broker's Commission.**

The parties represent and warrant to the other, the following (Please check only one (1) box):

- That they have engaged no Broker(s) in connection with this Lease and that there are no claims for brokerage commissions or finders' fees in connection with the execution of the Lease, and each of the parties agrees to indemnify the other against and hold it harmless from, all liability arising from any claim by Brokers for a commission, fee or amounts due resulting from the Lease, including without limitation, reasonable attorneys fees and costs of the Lessor, for any action or appeal resulting from the Lease; **or in the alternative**

That the Lessee has engaged \_\_\_\_\_ (person) of \_\_\_\_\_ (firm) (the "Broker") who shall be entitled to a total brokerage commission or fee of \$ \_\_\_\_\_ for assisting the Lessee, which amount is the total amount due or claimed by the Broker, in accordance with any agreement between the Lessee and the Broker. **Said fee shall be paid solely by the Lessee.** The Lessee agrees to indemnify the Lessor against and hold it harmless from, all liability arising from any claim by this or any other Broker working for the Lessee, for any commission, fee or amounts due or costs resulting from the Lease, including without limitation, reasonable attorneys fees and costs of the Lessor, for any action or appeal resulting from this Lease).

That the Lessor has engaged Boyd Bradfield (person) of NAI Southcoast (firm) (the "Broker") who shall be entitled to a total brokerage commission or fee of \$ \_\_\_\_\_ OR \_\_\_\_\_ % of the annual Lease amount for \_\_\_\_\_ months, for assisting the Lessee, which amount is the total amount due or claimed by the Broker, in accordance with any agreement between the Lessee and the Broker. **Said fee shall be paid by the Lessor.**

#### **Section 29. Attorney's Fees and Costs.**

In connection with any litigation arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including reasonable attorneys' fees and costs through and including any and all appellate actions.

#### **Section 30. Lessee's Attornment.**

In the event of a transfer of Lessor's interests in the Premises or the purchase of the Lessor's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any mortgage or the purchase, pursuant to a power of sale contained in any mortgage, then in any such events, Lessee shall, at Lessor's request, attorn to and recognize the transferee or purchaser of the Lessor's interest, as the case may be, as Lessor under this Lease, for the balance then remaining of the term and thereafter this Lease shall continue as it is directly between such person as "Lessor" and "Lessee", it being agreed that no such transferee shall have the right to disturb Lessee's tenancy hereunder so long as Lessee shall not be in default under the terms hereof.

#### **Section 31. Waiver of Trial by Jury.**

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee and Lessee's use of or occupancy of the Premises. Lessee further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of rent or any other payment required of Lessee hereunder.

**Section 32. Additional Terms and Conditions.**

- A. If the Lessee fails to pay any sum when due for taxes, insurance or other sums required to be paid under the Lease, the Lessor may, at Lessor's option and without waiving its right to dispossess Lessee, pay such sum and such sum shall immediately become due and payable as additional rent.
- B. All rents due under the Lease shall bear interest at the rate provided under Florida law.
- C. In the event of judicial or mutual termination of this Lease, Lessee shall provide Lessor with a Release and Surrender Agreement with two witnesses, in recordable form, to remove the Memorandum of Lease as a cloud on the title within seven days of written demand therefore.
- D. In the event that the Lessee fails to maintain the Premises in a condition free of federal, state, county or city code violations, the Lessor shall have the right, but not the obligation, to enter onto the Premises and repair or replace any items not in code compliance. Thereafter, the actual cost, plus five (5%) percent administrative charge shall be additional rent, to be paid by the Lessee upon the next time that rent is due hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the date shown below.

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:**

\_\_\_\_\_  
\_\_\_\_\_  
Date

**LESSEE:**

\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT E

### Excerpt from the City of Stuart Code of Ordinances Regarding the Lease or Sale of City-owned Property

#### Sec. 2-261. Real property.

- (a) All applications for the purchase or lease of real property owned by the city shall be made in writing to the city commission. The prospective purchaser or lessee shall agree to pay for any appraisals required by the city commission as a condition precedent to the further consideration of the application by the city commission.
- (b) No application for such purchase or lease shall be granted by the city commission without a public hearing thereon at which interested members of the public shall be permitted to address the city commission regarding the propriety of the sale or lease. Such sale or lease shall be approved by resolution of the city commission adopted at the conclusion of the public hearing.
- (c) No real property owned by the city shall be sold or leased for a term of longer than one year unless a real estate appraisal report has been presented to the city commission which contains an estimate of the fair market value of the subject real property determined within the preceding three months. Additional appraisals may be required at the discretion of the city commission. Appraisals shall be performed by certified general appraisers so certified by the state department of professional regulation pursuant to F.S. ch. 475.

(Code 1981, § 2-6)

#### Section 2-262. Statement of Intent.

It is the intent of the City Commission that no lease of City owned real property shall be approved by the City Commission that does not provide an annual return on investment of at least 10 percent. It is the further intent of the City Commission that no sale of City owned real property shall be approved by the City Commission for a purchase price of less than the fair market value of the property at the time of sale. This expression of intent may be waived by the City Commission upon the determination that a particular lease or sale of City owned real property for a lesser amount is nevertheless in the best public interest.

**ATTACHMENT F**  
**RFP #2013-133**

**Inventory of Flagler Center Equipment**

**"Exhibit E"**

**"Insurance and Indemnification."**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>KRETSCHMER INS AGENCY INC</b> 3109 Oleander Ave Fort Pierce, FL 34982		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (772) 467-6656 FAX (A/C, No): (772) 461-8425 E-MAIL ADDRESS: angie@kretschmer.fdn.com																						
<b>INSURED</b> <b>Flagler Place Inc</b> 2776 SE Monroe St Stuart, FL 34997 772-215-8552		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Scottsdale Ins Comp</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Scottsdale Ins Comp		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

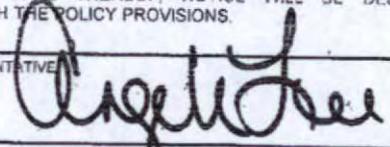
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		Binder 87059	11/21/13	11/21/14	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is also Additional Insured

\*10 days non payment

<b>CERTIFICATE HOLDER</b> City of Stuart 121 SW Flager Ave Stuart FL 34994	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
---	--

**PROPOSAL  
TO  
THE CITY OF STUART  
STUART CITY COMMISSION**



**Lease Flagler Center Parcel  
Property Located at 201 SW Flagler Avenue  
Stuart, Florida 34994**

**RFP #2013-133**



Island Party Rentals  
www.islandpartyrentals.biz

September 27, 2013

The City of Stuart  
121 SW Flagler Avenue  
Stuart, Florida 34994

Ladies and Gentlemen:

RE: RFP No.: 2013-133  
RFP Name: Lease Flagler Center Parcel  
Located at 201 SW Flagler Avenue, Stuart, Florida

Due Date/Time: Wednesday, October 2, 2013 at 2:30 PM

It is my pleasure to submit this proposal for leasing the Flagler Center Parcel.

The Flagler Center Parcel is a historical and unique place in our community, and I understand the City's commitment for continued use by the public through events which provide entertainment and educational experiences for adults and children alike in our community.

My desire and objective to lease Flagler Center parcel is to provide a diverse element of recreational, cultural and educational enjoyment. The outcome of my plan will focus on my efforts to balance protection of this historical building with entertaining, enjoyable and rewarding occasions.

My experience as a well established wedding and special event planner for the past seven (7) years and president of Island Party Rentals for the past five (5) years has allowed me to know firsthand about recreation/facility management issues. My hands-on approach to event planning and details, as well as a knack for pulling it all together to create an elegant and cohesive event, is what has made my career a success, even in recession years.

I look forward to leasing Flagler Center to bring life again to this wonderful facility we all love.

Very truly yours,

Jade Smith



Island Party Rentals  
www.islandpartyrentals.biz

RE: RFP No.: 2013-133  
RFP Name: Lease Flagler Center Parcel  
Located at 201 SW Flagler Avenue, Stuart, Florida

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

STATE OF FLORIDA  
COUNTY OF MARTIN

APPLICANT SIGNATURE Jade Smith

THE FOREGOING WAS ( ) SWORN TO AND SUBSCRIBED OR ( ) ACKNOWLEDGED BEFORE ME ON THE 2 DAY OF October, 2013, BY \_\_\_\_\_ WHO IS  PERSONALLY OR ( ) WHO PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

Kelly Holmes-Tomei . \_\_\_\_\_ COMMISSION EXPIRES: 9/7/17  
NOTARY OF PUBLIC



PROPOSAL FORM

RFP #2013-133 – Lease of Flagler Center Property

(Attach additional sheets if necessary)

1. Name of respondent: JADE SMITH
  
2. If corporation or partnership, please list principals, and in the case of a corporation, attach articles of incorporation:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  
3. Address: 2776 SE Monroe St.  
Stuart, Fl. 34997  
\_\_\_\_\_
  
4. Phone: (772) 215-8552
5. Fax: \_\_\_\_\_
6. E-mail: WEDDINGSBYJADE@AOL.COM
  
7. Description of proposed use (i.e.: restaurant, professional office, commercial building, etc.)  
Please be specific:  
SEE NEXT PAGE PLEASE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Description of proposed use:**

**The sole use of the property would be to host events such as weddings, corporate parties, luncheons, fundraisers, and non-profit events. I have been the rental company for the DBA for the last 2 years for 4<sup>th</sup> of July, Hob-Goblin, Dancin' in the streets and we could incorporate Flagler Center for this use as well.**

**I am a non-profit supporter, I would offer our community non-profits a discounted rate to make it affordable to have an event and raise money for their cause. I hope to hold jazz festivals, music/ open-MIC nights, art festivals, education seminars, fishing clinics (once our river is restored) etc.**

**My hopes would be to partner with a senior citizen/assisted living facility and have a family night at Flagler Center for them and their families to do crafts, listen to music or a Christmas play.**

**I grew up going to Flagler Center as a child, with games and such in Studio 2,**

**I would like to incorporate kids' activities too such as art classes, environmental classes, and music class where we host chorus groups from local schools, etc.**

**EVENTS THAT BRING PEOPLE DOWNTOWN!**



Island Party Rentals

www.islandpartyrentals.biz

September 27, 2013

The City of Stuart  
121 SW Flagler Avenue  
Stuart, Florida 34994

RE: RFP No.: 2013-133  
RFP Name: Lease Flagler Center Parcel  
Located at 201 SW Flagler Avenue, Stuart, Florida

### **Projected Revenue**

Projected Revenue for 1<sup>st</sup> year: 3- general rentals per month at \$ 1600.00 plus 1-Non profit rental per month \$900.00. Totaling \$5700.00 per month  
(\$68,400.00 annually)

Other rentals such as half day, luncheons and smaller parties on Fridays or Sundays

Extra Revenue would be charging for AV equipment, dance floor, table and chair placement, clean up of venue

Projected Water Bill yearly \$6,048.00

Projected Lease yearly \$25,200.00

Projected FPL yearly \$13,704.00

Projected property taxes \$300.00

Totaling \$45,252.00



Island Party Rentals

www.islandpartyrentals.biz

RE: RFP No.: 2013-133  
RFP Name: Lease Flagler Center Parcel  
Located at 201 SW Flagler Avenue, Stuart, Florida

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

*Proposed Rental Rates for Flagler Center*

**General Rental and For Profit Events**

Studio 1: \$1100.00  
Studio 2: \$700.00  
Lounge: \$500.00  
Entire Center: \$1800.00

**Non-profit Organizations**

Studio 1: \$600.00  
Studio 2: \$350.00  
Lounge: \$300.00  
Entire Center: \$ 900.00

**Electronic Articles of Incorporation  
For**

P11000083366  
FILED  
September 22, 2011  
Sec. Of State  
jshivers

ISLAND PARTY RENTALS OF SOUTH FLORIDA, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

ISLAND PARTY RENTALS OF SOUTH FLORIDA, INC.

**Article II**

The principal place of business address:

2776 SE MONROE ST.  
STUART, FL. 34997

The mailing address of the corporation is:

2776 SE MONROE ST.  
STUART, FL. 34997

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

1000

**Article V**

The name and Florida street address of the registered agent is:

JADE SMITH  
2776 SE MONROE ST.  
STUART, FL. 34997

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JADE SMITH

### Article VI

The name and address of the incorporator is:

JADE SMITH  
2776 SE MONROE ST.

STUART, FL 34997

Electronic Signature of Incorporator: JADE SMITH

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

### Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
JADE SMITH  
2776 SE MONROE ST.  
STUART, FL. 34997

### Article VIII

The effective date for this corporation shall be:

09/20/2011

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

**Attachment C**

**Lease Application**

Lease Location: 201 SW Flagler Avenue, Stuart, Fl. 34994      Date: 9/27/2013

Business Name: Island Party Rentals

Name of Persons who will sign lease:

Person 1: Jade Smith

Driver License Number: S 530 436 848 90 State: fl

Social Security # 594-33-3122 Date of Birth- October 30, 1984

If your business is a corporation, LLC or other entity, state type: S-corp

Federal Tax ID #: 26-1830526

State: Florida

Name of persons who will guarantee lease: Jade Smith

Proposed use of leased property: Sole use is to use as a venue for local events such as weddings, festivals, parties for non-profits, luncheons, corporate meetings, Anniversary Parties, Baby showers, Music festivals, jazz festivals, sewing classes for the elderly, art classes for kids of all ages, fishing clinics and tournaments.

**Credit References:**

1. Lexus Account #:036 6159432 800-874-7050
2. Economy tent 800-438-3226 (Sarah)
3. Marlin Business Account #: 1173917 888-236-2409

**Bank Information:**

1. PNC	Business Acct.	Account #: 1206892344	Stuart
2. PNC	Personal Acct.	Account # 1207517191	Stuart

**Credit cards:**

Capital One	Credit Card # 4862 3623 4728 8989	Credit card type: Credit
USAA	Credit Card:# 5523 1303 0230 5471	Credit card type: Credit

**Creditors:**

Name	Monthly Payment	Balance Owed
USAA	\$355.00	\$25,000.00 (boat)

Consent to check credit

I/We the undersigned applicant authorize the city of Stuart or its agents to order a review my credit history and investigate the accuracy of the information contained herein. I further authorize all banks, employers, creditors, credit card companies, references and any and all other persons to provide to city and all information concerning my credit.

Signed: \_\_\_\_\_ date: \_\_\_\_\_

By signature hereon, applicant agrees that the information disclosed herein is true, complete and accurate to the best of applicant's knowledge, and applicant agree that the information disclosed herein is material to the city's potential decision with respect to granting or denying this application to enter lease.

Signed: \_\_\_\_\_ date: \_\_\_\_\_

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

**Business References**

John Stiburek- Owner Bono's Stuart

772-283-0078

Chuck Clark – Owner Clark & Associates

772-283-7364

William D Snyder- Martin County Sheriff

772-220-7000

Lauralee Rexroad- Event Manager Hutchinson Island Marriott

772-225-3700

Lindsay Nickerson – Owner Nickerson & Company

772-631-9084

Rachel Snyder – Owner Snyder marketing Solutions

772-370-2030

Paul Philipe- Owner Florida Exotic Landscaping

772-201-1708

## **URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

### **Local Event References**

#### **William D Snyder- Martin County Sheriff**

772-220-7000

- Inauguration Party
- Dedication to fallen LEO's

#### **Lauralee Rexroad- Event Manager Hutchinson Island Marriott**

772-225-3700

- I have been a big part in about every event at the Hutchinson Island Marriott, they have used my company exclusively for about 6 years.  
Non profits, weddings, special events in all of their banquet rooms

#### **Lindsay Nickerson – Owner Nickerson & Company**

772-631-9084

- Private events for her clients
- Stuart Sailfish Regatta 2013

#### **Rachel Snyder – Owner Snyder marketing Solutions**

772-370-2030

- Dancing in the Streets 2012, 2013
- Hobgoblin 2012, 2013
- Fourth on Flagler 2012, 2013

#### **Paul Philipe- Owner Florida Exotic Landscaping**

772-201-1708

- Soccer Fundraiser- We raised over \$350,000.00

Justin Beard- United Way of Martin County

Fantasy Island Non Profit Fundraiser 2011, 2012, 2013

Juliet Ciarvino- Martin County Boys and Girls Club

772-545-1255

- MSMIO Fishing Tournament 2010, 2011, 2012, 2013  
We raised over \$50, 000 annually to support the clubs

PROPOSAL SCHEDULE

RFP #2013-133, Lease of Property Located at 201 SW Flagler Avenue  
Opening Date: October 2, 2013 at 2:30 pm

\* \* \* \* \*  
PROPOSED LEASE AMOUNT: \$2100.<sup>00</sup> per month (annum, quarter, month, etc.)

Twenty one hundred dollars per month for 3 years  
(Amount and Time Period in words)

The above proposed amount is the "Lease Price" as that term is used in the attached proposed lease agreement (Attachment E).

**Acknowledgement is hereby made of receipt of addenda issued during the solicitation period:**

Addendum # 1 through Addendum # 2

Attached is a description of improvements, if any intended, including a schedule for the improvements and a cost estimate. The Undersigned certifies that all necessary improvements will be completed within two years of the date of lease. The Proposer certifies that this proposal complies with the Solicitation requirements, terms and conditions of the City.

Date: 9/5, 2013

By individual(s):

[Handwritten Signature]  
(Signature)

JADE SMITH  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By corporation or other legal entity:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

8. Description of proposed improvements if any (i.e.: office complex, commercial building, etc.) Please be specific:

NO PROPOSED IMPROVEMENTS.

9. Length of proposed lease (shall not exceed 10 years) and description of proposed leasing terms.

PROPOSED LEASE TO BE 3 YEARS.  
IF POSSIBLE TO HAVE A 3 MONTH GRACE PERIOD AT  
BEGINNING OF LEASE TO MARKET BUILDING, CLEAN,  
PRESSURE CLEAN, HAVE GRAND OPENING, ETC.

10. Description of Business experience:

I HAVE BEEN IN THE EVENT BUSINESS FOR 7 YEARS.  
FIRST WHEN I OPENED MY PLANNING COMPANY, SOON AFTER  
OPENING A PARTY RENTAL CO. GENERALLY DOING ABOUT  
135 WEDDINGS A YEAR WITH A VARIETY OF SPECIAL  
EVENTS FROM FAIR REGATTA, DANCING IN THE STREETS  
FOURTH ON FLAGLER, HOBGoblin, NEW YEARS PARTIES, ETC

**URFP #2013-133, FLAGLER CENTER UPROPERTY- Jade Smith**

**Attachment C**

**Lease Application**

Lease Location: 201 SW Flagler Avenue, Stuart, Fl. 34994      Date: 9/27/2013

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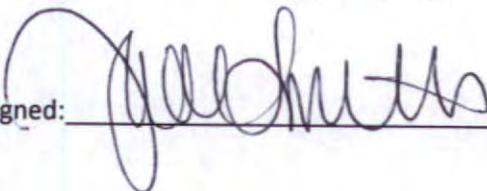
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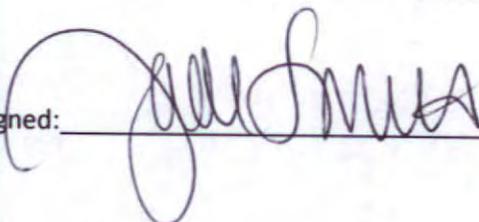
Name	Monthly Payment	Balance Owed
USAA	\$355.00	\$25,000.00 (boat)

**Consent to check credit**

I/We the undersigned applicant authorize the city of Stuart or its agents to order a review my credit history and investigate the accuracy of the information contained herein. I further authorize all banks, employers, creditors, credit card companies, references and any and all other persons to provide to city and all information concerning my credit.

Signed:  date: 9/27/13

By signature hereon, applicant agrees that the information disclosed herein is true, complete and accurate to the best of applicant's knowledge, and applicant agree that the information disclosed herein is material to the city's potential decision with respect to granting or denying this application to enter lease.

Signed:  date: 9/27/13

**ATTACHMENT D**

ABSOLUTE NET, UNSUBORDINATED LEASE (SAMPLE DRAFT)

THIS LEASE is made and executed as of the 27<sup>th</sup> day of Sept 2013 between the **City of Stuart**, 121 SW Flagler Avenue, Stuart, FL 34994, a municipal corporation, hereinafter referred to as LESSOR", and Wade Smith, hereinafter referred to as "LESSEE."

**Section 1. Demise, Description and Use of Premises.**

In consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid this day, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee and Lessee hires from Lessor upon the terms and conditions contained herein, for the purpose of conducting thereon any lawful business and for no other purpose, the following described real property located in Martin County, Florida, to wit:

**See Exhibit "A" attached hereto and made a part hereof.**

As used herein, the term "Premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

**Section 2. Commencement and Term.**

The term of this Lease shall commence on the date of full execution of this Lease (the "Commencement Date"). Rental payments due hereunder shall commence on

Dec. 1, 2013 or Jan 1, 2013

The term of this Lease shall continue for a period of 3 years from the commencement date subject to extension or prior termination as set forth herein.

**Section 3. Right to Extend.**

Provided the Lessee is not in default under any of the terms and conditions of this Lease, and provided the Tenant has faithfully performed all of its covenants and undertakings contained in this Lease, Lessee shall have the right and option to extend the term of this Lease for an additional term of 3 years each upon the same terms and conditions [**no total lease term, including extensions, shall exceed ten (10) years**]. The term of the Lease shall be automatically extended from one period to the next unless Lessee shall give to Lessor, not less than one hundred twenty (120) days prior to commencement of the next ensuing extension term, written notice of Lessee's desire to terminate the Lease. Such notice shall be sent to the Lessor either by registered or certified mail, return receipt requested, postage prepaid, at the address of Lessor set forth above or such other address as Lessor may direct in

writing. Lessee may also exercise its right to extend the term hereof at any time during the last year of any existing term. Options can only be exercised one at a time and only consecutively.

#### **Section 4. Basic Rent.**

It is the purpose and intent of the Lessor and the Lessee that the rent shall be absolute net to the lessor. Lessee hereby agrees to pay to Lessor rent for the leased Premises land, the sum of \$ 2100 together with the upward adjustments provided herein, payable solely for the convenience of Lessee in equal monthly installments of \$ 2100 payable on the first (1<sup>st</sup>) day of each month, in advance, from the Commencement Date throughout the term of this Lease, including any renewal terms subject to adjustment as hereinafter set forth. In the event that this Commencement Date falls on some day other than the first day of a calendar month, the first month's rent shall be prorated to reflect the actual period for which rent is payable. Payment shall be made in the form of a locally drawn local (Martin County, Florida) bank's check and shall be made to whoever the Landlord designates, in writing, from time to time. All sums due as rent or additional rent shall be paid without set-off for any reason.

#### **Section 5. Rent Escalation.**

For subsequent years the amount of the rent payable will be based on the cost-of-living index published by the Bureau of Labor Statistics of the United States Department of Labor using the period 1982 to 1984 = 100 as the base period BLS document 9105, Miami, all items. The CPI will be the basis for rent escalation.

#### **Section 6. Taxes.**

Beginning on the Commencement Date and throughout the term of this Lease thereafter, including any extension terms, Lessee shall pay, as additional rent hereunder, before they become delinquent, all taxes. "Taxes" as used herein, means all real property taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Premises or any part thereof and any rents due Lessor therefrom from time to time by any lawful taxing authority, whether Federal, State, Municipal, School, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real property taxes whether of the foregoing character or not and whether in existence at the Commencement Date.

Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor received requiring payment for any of the items set forth above.

All taxes for the beginning and ending years of the term hereof, from date hereof, including any extension terms, shall be prorated between Lessor and Lessee based upon the respective periods in which they hold possession of the Premises.

Lessee may contest any tax or assessment it is required to pay and may file protests or otherwise proceed in the name of Lessor. No contest may be filed for the first year's taxes. Thereafter, any contest must be made by posting with the Lessor sufficient collateral, in a form acceptable to Lessor, to protect the Lessor against loss of the property by tax sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent.

All Federal or State sales taxes or taxes similar in nature imposed upon payments made by a tenant to a landlord or upon this lease whether on the rents, additional rent or the lease or leasing privilege shall be paid in full by Lessee promptly when due or upon demand therefore.

Nothing herein shall be construed so as to require Lessee to pay any income tax, inheritance tax, capital gain tax, franchise tax or corporate stock tax imposed upon or payable by Lessor.

#### **Section 7. Permitted Uses.**

Lessee shall be entitled to develop the Premises for use as a Venue/Rental facility. Lessor hereby agrees not to affirmatively interfere with Lessee's efforts to so develop the Premises, except that all improvements collectively costing \$10,000 or more to the premises shall be subject to the approval of the City. Lessee shall be responsible for the payment of any and all costs incurred in connection with the development of the Premises including the preparation of any applications, plans, surveys or other documents and all impact fees and development incurred in connection with development of the Premises.

Nothing contained herein shall be construed so as to require Lessor to execute any document or instrument, which would create any financial liability neither on the part of Lessor nor upon the subject premises, nor alter or impair Lessor's rights under this Lease. There is no obligation under this Lease for Lessor to convey or burden any part of or all of the fee interest of the subject premises or grant or agree to any condition, which will burden the property beyond the Lease term. Any such condition shall terminate when the Lease terminates.

#### **Section 8. Encumbrances of Lessee's Leasehold Interest.**

Lessee shall not, without obtaining Lessor's consent, encumber its Leasehold interest in the Premises together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee. Such encumbrance shall not be unreasonably withheld by the Lessor. Under Florida law, the Lessor cannot and shall not be required to subordinate its fee interest in the Premises to the lien of any mortgage, which Lessee may execute.

Lessor further agrees, in connection with Lessee's efforts to obtain financing for the development of the Premises, to provide any Mortgagee of whom Lessor has actual knowledge who holds a mortgage on Lessee's leasehold interest with a copy of any notice of default Lessor sends to Lessee hereunder and prior to terminating this Lease as in result of any default by Lessee, Lessor shall provide any such Mortgagee an equal period within which



# City of Stuart

300 S.W. St. Lucie Avenue • Stuart • Florida 34994  
Telephone (772) 288-5320

Department of Financial Services

Procurement & Contracting Services Division  
Charles T. Iverson, Procurement Manager

Fax: (772) 600-1202  
tiverson@ci.stuart.fl.us

Date: September 10, 2013  
To: All Prospective Proposers  
Subj: Addendum #1 to RFP #2013-133, Lease Flagler Center Property

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## ADDENDUM #1

This addendum is issued to include Attachment F to RFP, which was inadvertently left out of the original solicitation:

Attachment F, Inventory of Equipment included with the Flagler Center Building. The successful proposer shall be responsible for supplying all other additional fixtures, furnishings and equipment (FF&E), including but not limited to: dining tables and chairs, bar stools, and all other furniture; music and public address systems; point-of-sale system; signage; refrigerators, and decorations. In addition, the Proposer will be responsible for all maintenance of the existing city-owned equipment.

Sincerely,

Charles T. Iverson  
Procurement & Contracting Services Manager  
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2013-133, Lease Flagler Center Property:

Signature

9/37/13

Date

Island Party Rentals

Firm

weddingsbyjade@aol.com

Email address

Invoice Description	Date	Inv #	Building	Electronics	Furniture	Licensing	Other	Total Invoice	Prepaid Acct
All Electronic Connections, Inc. - Projection Screen	2/1/2011	187		2,500.00				2,500.00	
America's Finest Cabinetry - Repair/sand 2 lecterns	1/6/2011	280			700.00			700.00	
Amper sand - The Lyric's Flagler Center - Banner	2/25/2011	S00538543					221.00	221.00	
Bed Bath & Beyond - 2 Qty Guitar Holders	2/22/2011	0021-3661-9052-0222-1100					63.88	63.88	
Bed Bath & Beyond - Rolling Cooler 60QT	4/1/2011	0119-5214-1051-0401-1100					100.00	100.00	
BM Supply - Studio 2 Drapes	9/28/2012	IN090614	171.18					171.18	
Budget Rentals	12/22/2010	1812600008214					128.43	128.43	
Conkling & Lewis Construction - Cabinet Maker	3/4/2011	2011-01	21,324.00					21,324.00	
Conkling & Lewis Construction - Cabinet Maker	8/4/2011	2011-02	13,247.20					13,247.20	
Dade Paper - Soap/tissue/towels	2/9/2011	357870					245.61	245.61	
Dade Paper - Cleaner	2/15/2011	370997					306.34	306.34	
Dade Paper - Sprayer	2/22/2011	381209					17.48	17.48	
Dade Paper - Floor cleaner	2/22/2011	383432					79.87	79.87	
Dan Casey Painting - Hallway/Kitchen/Bathrooms	2/24/2011	None	3,420.00					3,420.00	
Dan Casey Painting - Studio/Lounge	1/21/2011	None	5,000.00					5,000.00	
FedEx - Board member signature for Alcohol License	3/8/2011	873905289688					70.77	70.77	
Florida Dept of Bus. & Prof Regulation - Temp License	2/23/2011	1471			100.00			100.00	
Florida Dept of Bus. & Prof Regulation - License BEV5302443 Series 11PA	4/2/2011	188207			400.00			400.00	
Florida Dept of Health - Plan review/Alcohol Insp	2/22/2011				70.00			70.00	
Florida Dept of Health - Food/Bar/Fraternat/Movie/County Plan Review	2/22/2011				151.50			151.50	
Friends of the Lyric - Phone Equipment Jacks/channels	3/10/2011	561 N10-0071 071	1,415.30					1,415.30	
Harbor Freight Tools - Compound miter saw/svc plan	1/6/2011	138815					137.33	137.33	
Here to There Movers - Moved piano from Vero	5/10/2011	589393		300.00				300.00	
Home Depot - stain/keys/locks/paint roller covers/stain	1/18/2011						176.26	176.26	
Home Depot/staples/stragun/wire connectors	1/21/2011						355.19	355.19	
Home Depot - Conduit	1/27/2011	63140000873331					182.11	182.11	
Home Depot - fluorescent lamp/wall plates/misc items	2/17/2011	2210000287763					326.73	326.73	
Home Depot - fluorescent lamps/garbage can/mats	2/26/2011	63140000713834					328.70	328.70	
Home Depot - lock keyed/4" cirpad/kwiksetkey	3/4/2011						26.61	26.61	
Ikea - (11) Cloth covered barrel chairs (Black)	2/7/2011	10004639		550.00				550.00	
Ikea - Prepaid Account	1/20/2011	N/A							17,500.00
Ikea - Qty 175 - Chairs (Red Cloth Covered)	1/21/2011	10004807		8,748.25				8,748.25	-8748.25
Ikea - Sofa Covers/Qty 1 Barrel Chair/Qty 1 Round Coffee Table/Qty 175 Chairs/Qty 2 Oval Coffee Tables/Qty 12 Barrel Chairs/ Qty 2 Side Tables/ Qty 6 Sofas	2/3/2011	207 00266			11,937.00			11,937.00	-8751.75
Ikea - Delivery Cost for 175 Chairs	1/21/2011	10004193			194.99			194.99	
Ikea - Qty 3 - Theatre Chair Covers	12/30/2010	2070085			116.60			116.60	
Interamerica Stage Inc - Curtains Lounge/Curtains for windows and main stage area and track for main stage area Studio 1	1/21/2011	11689-01	9,586.00					9,586.00	
Jupiter Scenic - Harlequin Flooring/Qty 22 - 4' x 8' staging/Qty 2 - 2' x 8' staging/Qty 2 - 4' x 4' staging/lecterns	12/17/2010	3615	3,180.00				75.00	3,255.00	
Jupiter Scenic - Qty 3 - 4' x 8' Staging/Qty 2 - 4' x 4' Staging	12/20/2010	3616	500.00					500.00	
Lowes - Copper wire/outlets & covers	1/27/2011	S1109J72					148.55	148.55	
Lowes - wood	12/31/2010	S0703AF1	97.54					97.54	
Lowes - Drill/Corrd/Outlet boxes/elec plugs/Qty 2 Corded Lamp Black	1/23/2011	S1109J21					323.45	323.45	
Lowes - Returned Qty 1 Corded lamp	1/27/2011	S0703LR2					(58.67)	(58.67)	
Lowes - Qty 1 - 13" Semiflush with Drape Ceiling Light	2/16/2011	S2349EW1	91.42					91.42	
Lowes - Qty 1 - 13" Semiflush with Drape Ceiling Light/dimmer switch	2/5/2011	S0703PL1	95.86					95.86	
Lowes - Qty 12 - 13" Semiflush with Drape Ceiling Light/Rope light/Plug	2/8/2011	S2349PB2	1,021.40				32.16	1,053.56	
Lowes - Wagon Wheel Chandelier	2/15/2011	S2349PL1	240.00					240.00	
Lowes - Wagon Wheel Chandelier/Plywood/Bulbs	2/15/2011	S1109DM1	406.83					406.83	
Lowes - Staple/Nail Gun - Velcro Straps - Curtain Panels	2/19/2011	S0703LA1					46.05	46.05	

Invoice Description	Date	Inv #	Building	Electronics	Furniture	Licensing	Other	Total Invoice	Prepaid Acct
Lowes's - Light panels/Light/Bulbs	2/3/2011	S1199251	134.00				40.89	174.89	
Lowes's - Rope light/plugs	2/8/2011	S1109K51					81.43	81.43	
Lowes's - Wire/outlets & covers	1/27/2011	S0703581					107.65	107.65	
Lowes's - Screws/Staples/Nuts/Outlet boxes	1/24/2011	S0703JL3	366.52					366.52	
Lowes's - Switch Plates	2/23/2011	S0703AD1					29.50	29.50	
Lowes's - slime/lube/deadbolt/hw/kitset/Keys	3/2/2011	S0703ALL					33.27	33.27	
Lowes - Recessed Light by bathroom/Outdoor Cord	6/9/2011	S2349WG1	21.28				21.27	42.55	
Lowes's - cord/outlets/tape/wire	5/6/2011						59.86	59.86	
Lucido Landscape Phase 2 only	2/14/2012	322	3,745.00					3,745.00	
Meanstreak Sound Productions - Chauvet Colordash Accent LED Qty 100/Chauvet Q									
Spot 260 LED Fixture Qty 6/	1/13/2011	8	15,850.00					15,850.00	
5 FT DMX Cables Qty 45/10 FT DMX Cables Qty 45/25 FT DMX Cables Qty 20									
Meanstreak Sound Productions - 4 Drawer Rolling Workshop w/Table Attachment Qty 1 (Maybe 7 drawer?)/Cable Assortment/Microphone Assortment 8 Audix Drum or Instrument Microphones / Qty 2 Audix Condenser Microphones/Qty 5 OSP Mono Direct Boxes/ Qty 2 OSP Stereo Direct Boxes/ Guitar Amplifier Microphone Mounting System Qty 2/ Audix Drum Microphone Mounting Clips Qty 8/ Rolling Trunk 31x20x24 for stands and cabling Qty 1/Koenig and Meyer 3 Fold Mic Stand with boom arms Qty 8/Short Stands with boom arms Qty 4/Short Cast Base Kick/Guitar Mic Stands W/Boom Arms Qty 2/ Pair of 8 Ft Speaker Stands W/Carry Bag Qty 1 Pair	1/3/2011	9	3,780.00					3,780.00	
Meanstreak Sound Productions - Podium Style Gooseneck Microphone Qty 4/ Stage Snake 150 ft Qty 1/Cabline for Speaker hook up 30ft XLR - Qty 20/Swivel Wall Mount for speakers sold in pairs - 12 total - Qty 6 pairs/JSB 12 inch Powered speaker system 300 watt qty 16/Presonus Studio Live 24 channel digital console Qty 1/Protective Case for Presonus Console Qty 1/QSC K Series Powered Subwoofer 1000 Watt K Sub Qty 2	1/13/2011	10	11,615.00					11,615.00	
Meanstreak Sound Productions - Technilus DMX signal splitter Qty 1/Behringer Xenyx Mixer Model 1202 4 mic 4 line Inputs Qty 1/8 Output electrical run for sound and light control room Qty 1/12ft Black A/C cables for lounge speaker system	1/27/2011	20	249.00					249.00	
Meanstreak Sound Prod - Listen L503-72 Base Station transmitter with rack mount and 4 beltack receivers Qty 1/Listen LA 325 Charging Case for 16 beltacks Qty 1/Listen LR 400 Beltack receivers Qty 6/Listen LA 362 Rechargeable battery sets Qty 10/Listen LA 164 Over ear speaker earpieces Qty 10	02/16/011	29		3,024.00				3,024.00	
Meanstreak Sound Prod - Shure PGX 58 Wireless Transmitter and receiver system Qty 6/Shure UHX2-58 Handheld Transmitter Microphones Qty 2	2/16/2011	30		2,940.00				2,940.00	
Meanstreak Sound Productions - Rapco laptop interface Blox for Studio 1 & 2 Qty 2	2/22/2011	33	109.00					109.00	
Meanstreak Sound Productions - Flat panel TV Wall mounts 23-37 inch Qty 2/Flat panel TV wall mount 36-55 inch Qty 2/Laptop stand for sound/light booth Qty 2	3/3/2011	39	214.00					214.00	
Meanstreak Sound Productions - Speaker Mounting Brackets 2 pairs	7/7/2012	167	140.40					140.40	
Mega Services - Background screening of Board for Alcohol License	2/11/2011	1000718	490.00					490.00	
Office Depot - D Link Router/cable	5/4/2011	22VT393PQX48XR6M		60.68				60.68	
Patty Downing Interiors - 22 Curtain Tins	3/8/2011	13494	1,629.67					1,629.67	
Penske - Truck Leasing	2/26/2011	26330604					514.41	514.41	
Riverside Theatre - Piano	7/28/2011	Statement			3,000.00			3,000.00	
Sign It! Inc Red/White Flagler Sign/Ethel Lounge Sign	12/18/2011	19049	1,360.00					1,360.00	
SKD Consulting Group - ABT license work for Friends of Lyric	3/1/2011	N/A				500.00		500.00	

Invoice Description	Date	Inv #	Building	Electronics	Furniture	Licensing	Other	Total Invoice	Prepaid Acct
SNAFU Stage and Lighting - Chauvet Colordash Accent Fixtures Qty 20/ Chauvet Sparklight LED backdrop Qty 1	2/2/2011	509	3,500.00					3,500.00	
SNAFU Stage and Lighting - Video Cables/3'x50' red carpet runner/4'x30' red carpet runner /Warria wireless PC to video system Qty 1/Black Gaff Tape Qty 12 Rolls	3/1/2011	513	417.00	210.00			138.00	765.00	
SNAFU Stage Lighting - Qty 2 - BENQ ML761 Video Projectors /Chauvet Colordash Accent Qty 10	1/4/2011	500	4,297.00					4,297.00	
SNAFU Stage Lighting - 84" 16.9 Projection Screen Qty 1/ 106" 16.9 projection screen Qty 1	3/6/2011	515		535.00				535.00	
SNAFU Stage Lighting - 2 Lycian 1461 Follow Spots	3/15/2011	521	3,800.00					3,800.00	
Snaplock Industries - Oak Portable dance floor	2/1/2011	0090049-IN			2,617.09			2,617.09	
Staples - Laptop HP G72-B66US	2/15/2011	15439471200713200		599.98				599.98	
Stuart Ace - Fastners/Nuts/Bolts	1/24/2011	144879/1				46.50		46.50	
Stuart Ace - Sealer/Spray praint	2/2/2011	145100/1				35.43		35.43	
Stuart Ace - Towels/Muphy oil soap	1/31/2011	145039/1				20.25		20.25	
Stuart Ace - Key Schlage	3/18/2011	146240/1				7.96		7.96	
Stuart Ace - Coax Cable	6/8/2011	148090/1				12.48		12.48	
Stuart Plumbing - Plumbing including 3 Compartment Sink with faucet/ Qty 1 Bar Sink	2/23/2011	15774	1,754.15					1,754.15	
Tableclothfactory.com - Qty 40 - 70" white/ Qty 40 - 70" black	3/30/2011	136225				607.20		607.20	
Target - (4) Wastebasket	2/26/2011	2-1057-2248-0077-6523-5				59.96		59.96	
Target - Tea Lights	2/26/2011	2-1057-0816-0080-2832-4				181.14		181.14	
Thomas Servinsky - Piano tuning	7/31/2011	2-1122-0816-0076-1803-6				65.57		65.57	
Tropic Tint - Window tint	2/2/2011	6703				105.00		105.00	
Tropic Tint - Window tint	2/4/2011	Estimate		576.00				576.00	
Tropic Tint - Window Tint Activity Room	6/10/2011	4783	195.00					195.00	
Tropic Tint - Additional Window Tint	6/10/2011	4800	94.00					94.00	
United Rentals - Scissor 19FT Elec Mini	3/9/2011	91823499-001							
Vitro - Qty 35 - Caff Tables (Square on pedestal)	4/4/2011	91391990			3,410.40			3,410.40	
Walmart - Curtains	6/8/2011	571655964557159903351			56.23			56.23	
Walmart - Qty 2 - DVD Players / Apple Docking Station	4/14/2011	317563619389030530100		169.19				169.19	
Walmart - Qty 2 - Bluray players	6/10/2011	698978611896986663779		200.22				200.22	
Walmart - Qty 2 (6ft HDMI cables) Qty 1 Remote	6/9/2011	032300378075804194329		57.47				57.47	
We'll Floor U - Carpet for Lounge and Studio 1	3/17/2006	38793	12,777.00					12,777.00	
<b>Total</b>			<b>126,334.75</b>	<b>10,872.54</b>	<b>31,630.56</b>	<b>1,221.50</b>	<b>6,565.14</b>	<b>176,624.49</b>	

Checks made payable to Lyric:  
12/8/10 Ck 168706 \$100,000  
1/27/11 Ck 169509 \$ 50,000  
3/10/11 Ck 170166 \$ 25,000  
08/18/11 Ck 172691 \$ 25,000  
Total \$ 200,000



# City of Stuart

300 S. W. St Lucie Avenue • Stuart • Florida 34994  
Telephone (772) 288-5320

Department of Financial Services

Purchasing Division  
Terry Iverson, Purchasing Agent

Fax: (772) 600-1202  
tiverson@ci.stuart.fl.us

Date: September 20, 2013  
To: All Prospective Proposers  
Subj: Addendum #2 to RFP #2013-133, Lease Flagler Center Property

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## ADDENDUM #2

This addendum is issued as a result of the pre-proposal conference held on Thursday, September 19, 2013, and consists of the following:

- a. List of Attendees at the Pre-proposal Conference, see Attachment 1
  - b. Introduction/items of interest by Terry Iverson, Stuart Procurement Manager
  - c. Answers to questions asked
- 
- a. Attendees: See attached sign-in sheet, Attachment 1
  - b. Introduction and items of interest presented by Terry Iverson, Procurement Manager

Terry Iverson, Procurement & Contracting Services Manager, opened the pre-proposal conference shortly after 10:00 am with introductions and opening comments. He highlighted the following terms, conditions and specifications:

All proposals must be in the possession of the Stuart Procurement Office no later than the Opening Date & Time, Wednesday 10/2/13, at 2:30 pm. Proposals submitted after this date and time not accepted or considered

This pre-proposal conference is non-mandatory, therefore proposals from firms who are not represented at this meeting will be accepted.

The term of any agreement resulting from this solicitation is for a maximum of 10 years.

No deposit is required from any proposer.

Responses to this RFP will be evaluated using weighted evaluation criteria. These criteria and the weights assigned to each are listed in Section IV, page 3 of the RFP. City staff will evaluate all the responsive proposals submitted, using the evaluative criteria, and may present the top three ranked proposers to the City Commission. Concurrently, staff may request authorization to negotiate a lease agreement with the highest ranked proposer.

RFPs will be evaluated using the noted criteria. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified proposers prior to requesting authorization to negotiate an agreement with the highest ranked interviewee. Should interviews be required, individuals/firms selected for interview will be notified in writing. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

An appraisal of the property available for review in the office of the Procurement & Contracting Services Manager – Appraised value as of August 2012, \$800,000.00; Fair Market Rental Rate is \$40,000.00 annually. This appraisal is based on “public use” of the property and the values are less than if the proposed use is commercial

Please review the Sample Contract attached to the RFP as Attachment “D”. The contract contains additional terms and conditions such as Insurance Requirements, Assignment, etc. The successful proposer shall execute a formal lease with the City of Stuart. As the proposed Lease agreement is reviewed note any objections or revisions that would be required by the prospective lessee. Should no revisions be noted, the City will assume and the proposer agrees that the terms and conditions of agreement are acceptable

All questions and contacts must be made through the Procurement Office, and should be addressed to Terry Iverson, Procurement Manager, email: [tiverson@ci.stuart.fl.us](mailto:tiverson@ci.stuart.fl.us) or by telephone at (772) 288-5320.

Written Addenda are the only way changes will be made to the solicitation.

An addendum has been issued and another will be issued following this meeting which at a minimum will include a summary of this introduction, attendees (sign-in sheet), questions asked and answers given.

Proposers are solely responsible to make sure they have received, reviewed and acknowledged all issued addenda.

Mr. Iverson then acknowledged the formality and bureaucracy inherent in the selection process. The intent of the process is to maintain a “level playing field” and allow any interested party the opportunity to do business with the City of Stuart.

The City realizes we have an underutilized property that carries significant history and a spectacular location. During World War Two, it was a USO facility and later became part of the City of Stuart Parks & Recreation Department. In the most recent past, it has been transformed by the Friends of the Lyric into its current form, upgraded but still underutilized.

When the City and Friends of the Lyric entered the current management agreement, expectations were that use would be higher. The City would like to see a use that leaves the building open to public use whether it is for ticketed public events or rental arrangements for individual events.

City policy, for the last fifteen years has been to lease real property and not sell it. This provides relief to the citizen's municipal tax burden.

Parking can be a challenge depending on the event schedule at any given point in time. However, the parking currently available is sufficient for normal uses for the area from St. Lucie Avenue down to the point. There will be no special parking accommodations specifically for the Flagler Center.

The meeting was then opened to the floor for questions.

c. Answers to Questions Asked:

**Question #1:** Did the City of Stuart confirm that all the equipment listed in Attachment "F", the inventory of equipment is actually on the Flagler Center premises?

**Answer #1:** Yes.

**Question #2:** Who is on the selection committee?

**Answer #2:** The selection committee for this project has not yet been assigned..

**Question #3:** Did the City of Stuart perform any studies or other actions to determine that parking is sufficient for normal uses??

**Answer #3:** Yes, the Stuart Development Department studied this area in detail. They used City Code and regulations to do an overall parking needs assessment and came to the determination that current parking is sufficient for the buildings in the area.

**Question #4:** Are there any restrictions to cutting down the vegetation behind the Flagler Center in order to open up the view from the building??

**Answer #4:** The City of Stuart would prefer to do any riverside trimming. As long as no Mangroves are present there are no additional restrictions.

**Question #5:** Is there a time frame the City expects to begin collecting rent?

**Answer #5:** Of course the City would like rent to begin as soon as possible, but we understand that start-up costs, capital renovations, etc. is capital intensive. Rent initiation is subject to negotiation.

**Question #6:** Taking into consideration that the historical character of the building is important, would the lessee be able to remove the wall in the large ballroom, facing the river and replace it with French doors and a deck?

**Answer #6:** I can only recommend that you address that question in your proposal and a determination would be made in the evaluation process.

**Question #7:** When was the large ballroom built? Was it part of the original USO building?

**Answer #7:** Yes, it was where the dances were held.

**Question #8:** Can you give an estimate of what property taxes might be?

**Answer #8:** We recommend that you contact the Martin County Property Appraiser and the Martin County Tax Collector; they should be able to give a rough estimate after you tell them

what your proposed uses might be. I think it may depend on whether the proposed use maintains a "Public Use" or if it is determined to be "Commercial use".

**Question #9:** Who is required to pay the property taxes on the property?

**Answer #8:** The proposed lease is a triple-net lease, so that responsibility will be with the Lessee.

**Question #10:** Does the information that will become public record include personal information such as Social Security Numbers, Credit information, etc.?

**Answer #10:** No, the proposals will be redacted to reflect the requirement of FSS 119.

**Question #11:** Does the current telephone system belong to the City of Stuart?

**Answer #11:** No, any phone system in the building will belong to and be the responsibility of the successful proposer.

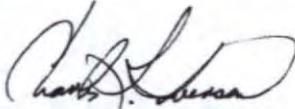
**Question #12:** Does the Flagler Center Lessee have access to the grassy area behind Spoto's restaurant for overflow parking?

**Answer #12:** The parking area in question is not a "labeled" parking facility and does not have signage or designation as such, and therefor is not leased or dedicated for any particular purpose or business.

The meeting was then moved to the Flagler Center for a tour of the buildings.

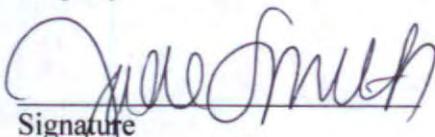
This Addendum must be acknowledged, signed and returned with your proposal. Failure to comply will result in disqualification of your proposal.

Sincerely,

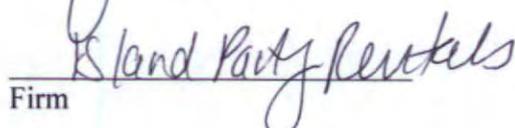


Charles T. Iverson  
Procurement & Contracting Services Manager  
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #2 to RFP #2013-133, Lease Flagler Center Property:

  
Signature

9/27/13  
Date

  
Firm

weddingsbyjade@aol.com  
Email address













Jade Smith  
RFP- Stuart  
Flagler Building

<b>1</b>	Transmittal Letter Intended Use of Property-1
<b>2</b>	Projected Revenue- 2
<b>3</b>	Financial Capability Lease App & Att. C-3
<b>4</b>	Successful Lease projects- 4
<b>5</b>	Proposed Schedule- 5
<b>6</b>	Addenda- 6
<b>7</b>	Additional Info- 7
<b>8</b>	











2011/10/08

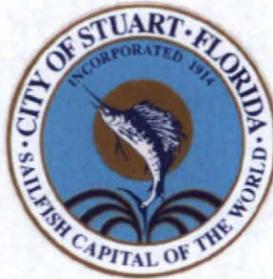


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**BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA**

**RESOLUTION NUMBER 126-2013**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AWARDED OF RFP No. 2013-133 TO THE HIGHEST RANKING FIRM: ISLAND PARTY RENTALS OF SOUTH FLORIDA, STUART, FLORIDA AND AUTHORIZING THE NEGOTIATION OF A LEASE AGREEMENT FOR THE LEASE OF THE FLAGLER CENTER FOR THREE YEARS, WITH OPTIONS FOR RENEWAL, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:**

SECTION 1: The City Commission of the City of Stuart, Florida approves the award of RFP No. 2013-133 to ISLAND PARTY RENTALS OF SOUTH FLORIDA, Stuart, Florida, for the lease of the Flagler Center and further authorizes staff to negotiate the lease agreement.

SECTION 2: The City Commission authorizes the Mayor, City Clerk and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Res.126-2013  
Award RFP 2103-133 for the Flagler Center

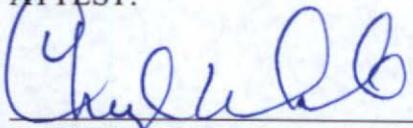
Commissioner McDonald offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Krauskopf and upon being put to a roll call vote, the vote was as follows:

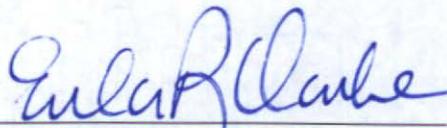
EULA R. CLARKE, MAYOR  
TROY A. McDONALD., VICE MAYOR  
JEFFREY A. KRAUSKOPF, COMMISSIONER  
KELLI GLASS LEIGHTON, COMMISSIONER  
JAMES A. CHRISTIE, Jr, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

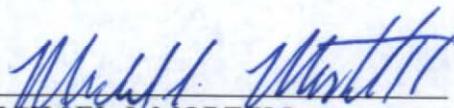
ADOPTED this 28th day of October, 2013.

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
EULA R. CLARKE  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL J. MORTELL  
CITY ATTORNEY



## REQUEST FOR PROPOSALS

**RFP# 2013-133, Lease Flagler Center Parcel, Property Located at 201 SW Flagler Avenue, Stuart, Florida**

The City of Stuart, Florida is accepting proposals from individuals and firms interested in leasing approximately .85 acres of real property owned by the City of Stuart located at 201 SW Flagler Avenue. The property includes the building and, the grounds around the building. The lease shall be absolute net and unsubordinated with a term no longer than ten (10) years.

### NOTICE TO PROPOSERS

All proposals must be submitted in a sealed envelope or container, plainly marked on the outside with the Request for Proposal number and title. Proposals must be submitted on the forms furnished by the City. Request for Proposal packages which include information, instructions and format may be obtained at no charge by contacting the City of Stuart Procurement & Contracting Services Office by telephone at (772) 288-5320 or by email at [tiverson@ci.stuart.fl.us](mailto:tiverson@ci.stuart.fl.us) (preferred). Proposals shall be submitted together with any necessary schedules, supporting documentation, additional information or literature (to include drawings) describing the respondent's proposal.

Hand delivered Proposals shall be submitted to the Procurement Office, in City Hall Annex, 300 SW St. Lucie Avenue, Stuart, Florida. Proposals sent by U.S. Mail or overnight delivery shall be sent to 121 SW Flagler Avenue, Stuart, Florida 34994. All responses must be in the possession of the City of Stuart Purchasing Office no later than **Wednesday, October 2, 2013 at 2:30 pm.** *A non-mandatory pre-proposal conference will be held at 10:00 am, Thursday, September 19, 2013 in the City Hall Annex Conference Room, 300 SW St. Lucie Avenue, Stuart, Florida. A site visit will be held immediately after this meeting.*

Proposals will be publicly opened and read aloud on the appointed time and date of the proposal opening, or as soon as practicable thereafter, in City Hall Annex, 300 SW St. Lucie Avenue, Stuart, Florida. The City of Stuart reserves the right to waive any informalities or technicalities and to reject or accept any proposal that, in the judgment of the City of Stuart, in its sole discretion, is in the best interest of the City. Any questions concerning this solicitation may be addressed to Terry Iverson, City of Stuart Procurement & Contracting Services Manager, (772) 288-5320, 300 SW St. Lucie Avenue, Stuart, Florida 34994. Email address: [tiverson@ci.stuart.fl.us](mailto:tiverson@ci.stuart.fl.us).

Pursuant to the requirements of Section 287, Florida Statutes, all proposers are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.

It is the responsibility of the proposer to assure that proposals are received either by mail or by hand in the City of Stuart Procurement Office not later than the specified time and date. Submittals received after this date and time will not be accepted or considered and will be held unopened. No telegraphed, facsimile or electronic (email) offers will be considered.

The Stuart City Commission reserves the right to reject any or all proposals with or without cause when such rejection is in the best interests of the City, in the City's sole determination. The City also reserves the right to reject the proposal of a company, corporation or individual who has previously failed to perform properly any contract of a similar nature, or whom investigation shows is not in a position to perform the contract.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

All proposals shall be sealed and marked: **RFP #2013-133, FLAGLER CENTER PROPERTY.**

**Publish Date:** September 4, 2013

CITY COMMISSION  
CITY OF STUART, FLORIDA

1. Proposal, see page 113.