

DRAFT 4/27/2018

**Request for Proposals
Little Jim's Bait and Tackle**

Executive Summary

The City of Fort Pierce is seeking proposals for the operation and redevelopment of Little Jim's Bait and Tackle. Currently, Little Jim's Bait and Tackle is being operated as a bait and tackle shop, deli, bar, marina and marine fueling station.

The City is open to any and all proposals for property improvements, renovations, and reconstruction which incorporate the historic significance, character and style of the property.

Property Description

Location: Little Jim's Bait and Tackle is located at 601 North Causeway Drive, Fort Pierce, FL and described as Parcel ID: 1434-100-0000-020-9. The property contains approximately .34 acres and improvements of 860 square feet under air. The parcel is also known as 106 N Causeway Drive. See sketch attached.

Utilities: The property is served by St. Lucie County Utilities for commercial water. The site is not- currently served by municipal sewer but service may be available from St. Lucie County Utilities. Electric is provided by Florida Power and Light.

Land Use/Flood Zone: The property is currently zoned OS2 – Conservation Open Space. The property is located within a special flood hazard area which may or may not have an impact on tenant's ability to secure flood insurance; please see report from the City's Building Official. The city makes no warranties as to the ability or extent to which improvements may be made.

Licenses: The property currently has a 2COP license – Beer and Wine for on premise consumption and package sales; FDEP license for marine fuel storage; Department of Agriculture and Consumer Services Annual Food Permit; FWC permit for retail saltwater products; and Dept. of Agriculture Weighing and Measuring Device Permit.

Encumbrances: The property is encumbered by an existing lease which expires on February 28, 2025, a copy of which is attached as Exhibit A.

The intent of the City is to improve the property for the public benefit. The short duration of the remainder of the current tenant's lease has the potential to discourage a potential tenant from investing resources in property improvements, renovations, and/or reconstruction. In order to accommodate the interests of the City in the economic

development of the property, as well as, provide the new tenant with the ability to obtain a return on the anticipated new investment, the City issues this proposal for a new ten (10) year or twenty (20) year lease with the option to renew for two (2) successive five (5) year terms with the mutual consent of both parties to the lease.

Any lease with a new tenant shall require negotiation and approval by the City after notice of the opportunity to lease and selection of the highest bidder as provided in section 13 of the City Charter.

The existing lease, however, must be terminated in order to proceed with a new lease. The existing tenant has expressed an interest in terminating its lease by negotiating a buyout of the remainder of its lease with a prospective tenant. Because there is currently no legal bases for the City to unilaterally terminate the lease, the successful bidder must successfully negotiate a buyout with the current tenant within thirty (30) days of the City issuing its notice of its intent to award, though the City may reject any bids it deems unacceptable.

The negotiation of the buyout of the remainder of the current tenant's lease is a matter solely and exclusively between the successful bidder and current tenant. The City shall not be involved in the negotiations of the buyout, has no interest in the consideration provided for such buyout, nor shall it be a party to any resulting contract between the successful bidder and current tenant.

Should such negotiations reach a mutually satisfactory agreement between the successful bidder and current tenant, the current tenant shall ensure that the proposed lease termination submitted to the City for placement on the agenda within thirty (30) days of the City's issuance of its intent to award for the consideration of the City.

Should such negotiations fail to reach a mutually satisfactory agreement between the successful bidder and current tenant within thirty (30) days of the City's issuance of its intent to award, the City's intent to award shall be revoked and shall be null and void, unless the City extends such period.

Scope of Services/Specifications

The City of Fort Pierce ("City") is soliciting proposals from qualified operators to lease the site from the City to operate and redevelop Little Jim's Bait and Tackle as a bait and tackle shop, restaurant, bar, marina and marine fueling station. The site is depicted on the attached sketch.

The Operator shall be responsible for the day-to-day operation and management of the facilities, and all activities therein, in accordance with all applicable regulations, licensure, ordinances and industry standards for similar facilities. The existing lease expires February 28, 2025.

The objective of this Request for Proposals (RFP) is to award a lease to an operator who will be required to accomplish the following:

- Provide a destination restaurant with a distinctive menu that will draw people to the City of Fort Pierce for a memorable experience;
- Incorporate the historic significance, character and style of the property into any new construction.
- Assess, provide, and install all necessary furnishings and equipment in order to create an attractive and inviting destination;
- Construct new restroom facilities and connect to municipal sewer at the sole expense of the successful bidder.
- Secure proper state licensing for restaurant services.
- Bring property into compliance with all current development regulations, including grease traps, commercial kitchen facilities, ADA, stormwater, parking, and other regulations required for restaurant and marina operations, if required.

Special Conditions

All proposals must include specific acknowledgment and acceptance of the special conditions set forth below. Such acknowledgment and acceptance must be in the form provided in Exhibit B which includes a waiver of liability and indemnification provision in favor of the City.

By imposition of these conditions, the City's sole and exclusive intent is in improving property for the benefit of the public and attracting a bidder that is encouraged to invest resources in property improvements, renovations, and/or reconstruction.

- A. The property is currently encumbered by the attached lease which expires on February 28, 2025.
- B. The current tenant has expressed a desire to terminate its lease early contingent upon a buyout of the remainder of its lease.
- C. Any lease between the City and a new tenant shall be negotiated and require approval by the City after notice of the opportunity to lease and selection of the highest bidder as provided in section 13 of the City Charter.
- D. In an effort to encourage economic development, accommodate the reasonable expectations of a successful bidder of a return on investment and because no early termination right of the City currently exists, the award of this bid is contingent on the successful bidder negotiating a buyout with the current tenant within (30) days of the City issuing its notice of its intent to award.
- E. The negotiation of the buyout of the remainder of the current tenant's lease is a matter solely and exclusively between the successful bidder and current tenant.
- F. The City acknowledges the constitutional prohibition against using its credit or influence to benefit a private entity; thus the City shall not be involved in the negotiations of the buyout, has no interest in the consideration provided for such

buyout, nor shall it be a party to any resulting contract between the successful bidder and current tenant.

- G. Should such negotiations reach a mutually satisfactory agreement between the successful bidder and current tenant, the current tenant shall ensure that the proposed lease termination submitted to the City for placement on the agenda within thirty (30) days of the City's issuance of its intent to award for the consideration of the City.
- H. Should such negotiations fail to reach a mutually satisfactory agreement between the successful bidder and current tenant within thirty (30) days of the City's issuance of its intent to award, the City's intent to award shall be revoked and shall be null and void.

The response for the RFP should include the following information:

1. Identify desired time period of a new lease, renewal options and proposed rental rate;
2. Description of the concept planned for restaurant operations, marina operations, retail sales, fuel sales and any other services intended to be provided at site;
3. Include the proposed hours of operation for all services;
4. Provide a sample menu showing the type of food to be served (i.e. breakfast, lunch, dinner and/or after dinner) with expected pricing information;
5. Note the hours during which each meal will be served;
6. Note whether alcoholic beverages will be served and if so, describe how such service will be integrated into the operations;
7. Note if entertainment is planned as part of restaurant operations and if so describe the type of entertainment and likely schedule;
8. Describe in detail any improvements anticipated for the property including structural enhancements, renovations, equipment, furnishings etc.;
9. Include a timeline for all proposed improvements;
10. Include estimate budget for all intended improvements;
11. Include a general business plan for all operations and describe any plans for advertising or promoting operations to the public.
12. Evidence of insurance coverage for the operation of the restaurant, marina and tackle shop will be required prior to opening;
13. Name, addresses and telephone number of the proposer/lessee;
14. Complete resume of ownership and all principal personnel to be involved in the management and operation of the facility;
15. Evidence of personal experience of the lessee and principal personnel specifically with the management and operation of similar facilities;
16. Financial statement of the prospective lessee indicating sufficient resources available for successful promotion, management and operation of the facility; and
17. Names, addresses and telephone numbers of at least (3) three references of individuals with direct knowledge of the experience of the lessee and principals involved in restaurant management and operation.
18. Acknowledgement and acceptance of the special conditions and waiver of liability

as set forth in Exhibit B.

Evaluation Criteria:

1. Business Plan
2. Site Improvement Plan
3. Itemized list of physical improvements
4. Ability to successfully incorporate the historic significance, character and style of the property into proposed improvements.
5. Demonstrated ability to properly finance proposed site and physical improvements
6. Qualifications and Experience of Proposer.
7. Related experience in the City of Fort Pierce.
8. Past contracts with the City or other governmental agencies.
9. Timeline
10. Proposed monthly fee or revenue share
11. References

Attachments:

Existing Lease

Acknowledgment and Acceptance of Special Conditions, Waiver of Liability, and Indemnification Agreement

Building Official Report

Sketch of Property

PASLC Property Card