Recreational Authority of Roseville and Eastpointe

Request for Proposals

To

Lease the

Eastpointe Community Center
16435 Eight Mile Rd.
Eastpointe, MI 48021

BID # 208-041113

Board Members

Sam Aiuto, Chairperson

Steve Duchane, Vice Chairperson

Charles Frontera

John Marion

Michael Switalski

Executive Director

Anthony J. Lipinski

Sealed responses to this Request for Proposals are due by in the Purchasing Department at Roseville City Hall, 29777 Gratiot Ave., Roseville, MI 48066 on April 11, 2013 @ 11:00 a.m., in a sealed envelope marked “Community Center Lease Proposal, BID # 208-041113”.

NOTICE IS HEREBY GIVEN, the Recreational Authority of Roseville and Eastpointe is seeking the following:

Request for Proposals to Lease the Community Center Building, 16435 Eight Mile Rd, Eastpointe, MI 48021

Responses to this solicitation are due in the Purchasing Department at Roseville City Hall by no later than April 11, 2013 @ 11:00 a.m. in sealed envelope marked "Community Center Lease Proposal, BID # 208-041113".

The Authority reserves the right to reject any or all proposals, waive any technicalities or irregularities or to accept any proposal that is deemed to be in the best interest of the Recreation Authority.

A copy of the Request for Proposals can be obtained from the Recreational Authority for Roseville & Eastpointe office, located at 18185, Sycamore, Roseville, MI 48066. A copy may also be obtained online at

www.roseville-mi.gov and/or www.cityofeastpointe.net.

Published:

Date:

Recreation Authority of Roseville and Eastpointe

Request for Proposals To

Lease the Eastpointe Community Center
16435 Eight Mile Rd., Eastpointe, MI 48021

BID # 208-041113

The Recreational Authority of Roseville and Eastpointe is seeking proposals for leasing the former Eastpointe Community Center located at 16435 Eight Mile Rd. in Eastpointe, MI 48021. The Authority is seeking a potential tenant that will occupy and lease the building at this address for a minimum of *1 year* up to a maximum of *3 years with possible renewal,* while making monthly lease payments to the Recreational Authority of Roseville & Eastpointe. The potential tenant must reasonably maintain the building during normal operations.

HISTORY

The Recreational Authority of Roseville and Eastpointe was created in 2011 when the two aforementioned cities created it under the authority granted by Public Act 321 of 2000. The Authority was formed for the purpose of constructing, operating, owning, maintaining and/or improving recreational facilities, including but not limited to parks, swimming pools recreation centers, auditoriums and any other facilities authorized by Act 321. The Authority is governed by a board consisting of five members. Each participating city appoints two members and they in turn appoint the fifth and final member. The Board is responsible for setting policy, adopting the budget, setting fees, approving contracts, land acquisition, planning of new recreation facilities and appointing an Executive Director, Assistant Director and Senior Director. The Executive Director is responsible for overseeing the day-to-day operation and carrying out the policies of the Authority Board. Finally, a copy of the Articles of Incorporation and the By-laws of the Authority are attached. Sealed responses to this Request for Proposals are due by no later than April 11, 2013@ 11:00am, in a sealed envelope marked “Community Center Lease Proposal - BID # 208-041113”.

The following is the proposed terms and conditions of any lease entered into between the Authority and Tenant. After awarding of the bid, lease of the premises is subject to a final and complete lease agreement between the Authority and the Tenant. The following information is for informational purposes only, however, likely will be required as a minimum in any lease agreement.

Building Information

The building to be leased has office space, meeting rooms on two floors, an elevator, a gymnasium with viewing balcony, auditorium with stage, and a conference room. The building encompasses approximately 34,000 square feet, with 3,375 square feet carpeted. Approximate room sizes are:

Room A - 28 feet 10 inches by 23 feet 7 inches

Room B - 27 Feet 5 Inches by 26 feet 10 inches

Room C- 27 feet 6 inches by 26 feet 9 inches

Room D - 27 feet 3 inches by 26 feet 10 inches

Social Room - 44 feet 1 inch by 97 feet 9 inches

Gym Balcony - 15 feet 3 inches by 87 feet 1 inch

Gym floor - 59 feet 7 inches by 99 feet 8 inches

Room R - 19 feet 9 inches by 34 feet 9 inches

Concession Room - 10 feet 7 inches by 13 feet 6 inches

Auditorium main floor - 44 feet 2 inches by 55 feet 6 inches

Auditorium stage - 25 feet 6 inches by 18 feet 8 inches

Auditorium Side room - 18 feet 0 inches by 15 feet 5 inches

8 mile seating area - 9 feet 5 inches by 21 feet 8 inches

Office - 12 feet 7 inches by 11 feet 5 inches

Office (1) across from paper room - 18 feet 11 inches by 10 feet 9 inches

Office (2) same hall as conference room - 12 feet 0 inches by 15 feet 7 inches

Conference Room - 13 feet 0 inches by 27 feet 0inches

Term.

A. The Recreational Authority of Roseville & Eastpointe, hereinafter referred to as “Landlord” shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. Tenant shall propose a Term for a minimum of one year up to a maximum of three years with possible renewal. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of **[Renewal Term]**. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

Rental

A. Tenant shall pay to Landlord during the Initial Term rental of agreed upon amount per year, payable in installments of [Agreed Upon Amount] per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at the Recreation Authority Center, 18185 Sycamore, Roseville, MI 48066. Failure to make payment on the first calendar day each month shall be subject to additional 5% each day payment is late. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of **[Security Deposit]**.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be **[Annual Rent in Renewal Term]** per year payable in installments of **[Monthly Rental Amount]** per month.

Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant shall not use Leased Premises for growing and/or dispensing medical marijuana or other medications/drugs. All actions or business conducted on leased premises must comply with applicable local,

state and federal laws. Tenant is responsible for clearing sidewalks and entrances and keeping walkways, indoors and outdoors, free from hazards.

Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

Repairs

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall conduct, at Tenant’s expense, routine/annual mechanical inspections to the HVAC systems.

Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

Property Taxes.

Tenant shall pay, prior to delinquency, all general real estate taxes and installments of special assessments during the Lease term on the Leased Premises, and all personal property taxes with respect to Tenant's personal property, if any, on the Leased Premises.

Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts, as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $1,000,000 per occurrence coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant's insurers are to notify Landlord at least thirty (30) days in advance that a policy will be canceled or is due to expire. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

Utilities

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Gymnasium and auditorium are sufficiently lighted. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interferes with electrical services to other tenants.

Signs

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Lettering and maintenance of existing signs is responsibility of Tenant. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Parking

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the parking lot or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant is responsible for general maintenance, snow removal and landscaping of parking area during the term of Lease.

Building Rules

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building will be provided prior to lease agreement.

Damage and Destruction

Subject to Insurance Section above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders

the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waive law or regulation, Landlord may commingle the Security Deposit with Landlord’s other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of

rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

Responses

Please provide six bound copies and one unbound copy of your response to this proposal. Your proposal must follow the order below.

Organization History and Financial Status

Provide a narrative description of your organization which also includes the history of your organization, how long established, general purpose of your organization and the purpose of utilizing the building. What types of activities and/or uses are planned for use of the premises? What is your financial history of your organization? What is the current financial status?

Insurance

The awarded bidder to lease on Recreational Authority premises agrees to hold the Recreational Authority of Roseville & Eastpointe and cooperative members harmless from liability loss and will maintain minimum coverage outlined below. An Accord from outlining coverage will be returned with the bid documents.

General Liability	$1,000,000
Professional Liability	$1,000,000
Automobile Liability – Any Auto	$1,000,000
Excess Liability	$1,000,000

Workers' Compensation & Employers Liability per State Statute.

Additionally, the Recreational Authority of Roseville & Eastpointe will be named as additionally insured. All documents will be forwarded to the Recreational Authority of Roseville & Eastpointe, 18185 Sycamore, Roseville, MI 48066.

Fee Structure

List the monthly rate for which you are willing to lease premises payable to the Recreational Authority of Roseville & Eastpointe.

Monthly Rate:_____

Security Deposit Due:_____

References

Provide three credit references for your organization. Inclusion of references is agreement that the Authority is authorized to contact the named references.

Each proposal shall remain firm for a period of ninety (90) days from the due date.

All questions regarding this proposal shall be directed to the following individual:

Mr. Anthony J. Lipinski, Executive Director
Recreational Authority of Roseville and Eastpointe
18185 Sycamore
Roseville, MI 48066
(586) 445-5480
alipinski@roseville-mi.com

Sealed responses to this Request for Proposals are due in the Purchasing Dept. office at Roseville City Hall by no later than Thursday, April 11, 2013 @ 11:00 a.m. in sealed envelope marked ""Community Center Lease Proposal, BID # 208-041113".