



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

**RESOLUTION NUMBER 119-2013**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE THE EXECUTION OF THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE ARTS COUNCIL, INC. FOR PROPERTY KNOWN AS THE CULTURAL ARTS CENTER LOCATED ON EAST OCEAN BOULEVARD FOR THE FIRST OF TWO OPTIONAL RENEWAL PERIODS TO SEPTEMBER 30, 2018; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**WHEREAS,** The Lease Agreement dated November 24, 2008 between the City of Stuart, Florida and the Arts Council, Inc., a Florida not for profit corporation for the property known as The Cultural Arts Center on East Ocean Blvd allows for two optional renewals for the lease for a period of five (5) years each. This resolution would authorize the first renewal of this lease agreement.

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

Res.119-2013

First Amendment to Arts Council Lease

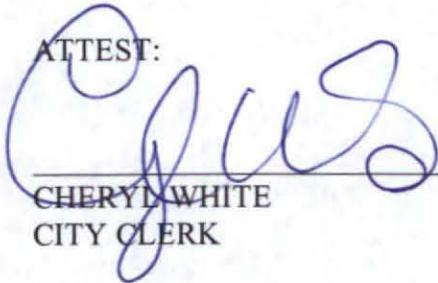
Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Christie and upon being put to a roll call vote, the vote was as follows:

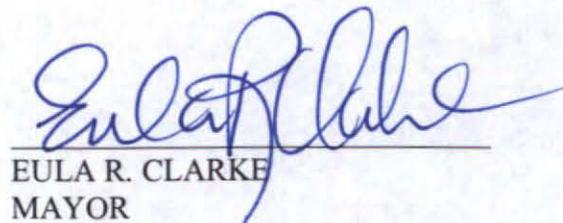
EULA R. CLARKE, MAYOR  
TROY A. McDONALD, VICE MAYOR  
JAMES A. CHRISTIE, Jr., COMMISSIONER  
KELLI GLASS LEIGHTON, COMMISSIONER  
JEFFREY A. KRAUSKOPF, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

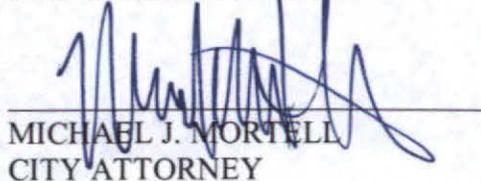
ADOPTED this 14th day of October, 2013.

ATTEST:

  
CHERYL WHITE  
CITY CLERK

  
EULA R. CLARKE  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
MICHAEL J. MORTELL  
CITY ATTORNEY



1 **FIRST EXTENSION TO LEASE AGREEMENT**

2  
3 This **FIRST EXTENSION TO THE LEASE AGREEMENT** dated the 24th day of  
4 November, 2008, by and between the CITY OF STUART, FLORIDA, a municipal  
5 corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994,  
6 hereinafter the "Lessor," and THE ARTS COUNCIL, INC., a Florida not for profit  
7 corporation, 80 S.E. Ocean Boulevard, Stuart, FL, 34994, hereinafter the "Lessee."  
8

9 **WITNESSETH:**

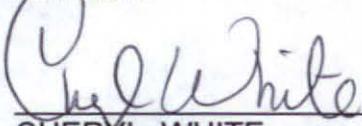
10  
11 The Lessor and the Lessee do hereby agree that the original lease shall be  
12 amended as follows:

13  
14 Section 3. TERM. The Lessee shall exercise their option to extend this lease for the  
15 first of two additional five (5) years terms to September 30, 2018. The Lessee has one  
16 more option to extend for another five (5) year period remaining on the original lease  
17 agreement.  
18

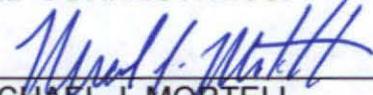
19 **ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL LEASE REMAIN IN**  
20 **EFFECT**

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22 **IN WITNESS WHEREOF**, the parties have respectively signed and sealed  
23 below.

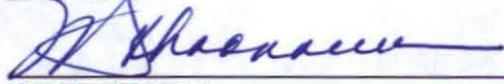
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27 **ATTEST:**

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31 CHERYL WHITE  
32 CITY CLERK

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34 **APPROVED AS TO FORM**  
35 **AND CORRECTNESS:**

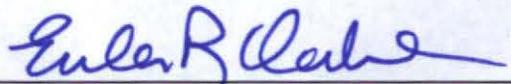
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39 MICHAEL J. MORTELL  
40 CITY ATTORNEY

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43 **ATTEST:**

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46 \_\_\_\_\_  
47 SECRETARY

**LESSOR:**

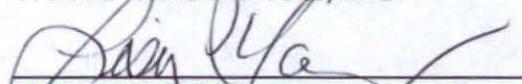
CITY OF STUART, FLORIDA

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



**LESSEE:**

THE ARTS COUNCIL, INC.

  
\_\_\_\_\_  
LISA P. YOUNG  
CHAIR

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7 corporation, 80 S.E. Ocean Boulevard, Stuart, FL, 34994, hereinafter the "Lessee."

8  
9 **WITNESSETH:**

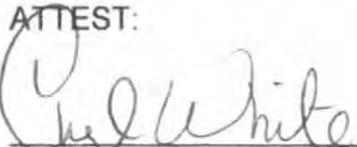
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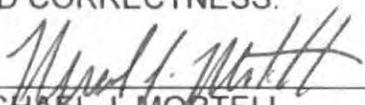
18  
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20 **EFFECT**

21  
22 **IN WITNESS WHEREOF**, the parties have respectively signed and sealed  
23 below.

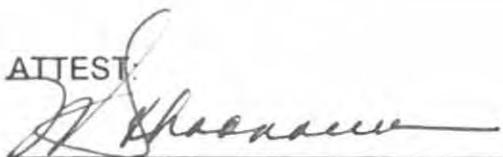
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27 **ATTEST:**

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31 \_\_\_\_\_  
32 CHERYL WHITE  
33 CITY CLERK

34 APPROVED AS TO FORM  
35 AND CORRECTNESS:

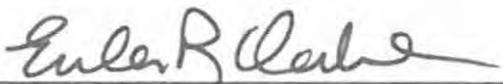
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38 \_\_\_\_\_  
39 MICHAEL J. MORTELL  
40 CITY ATTORNEY

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43 **ATTEST:**

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47 SECRETARY

**LESSOR:**

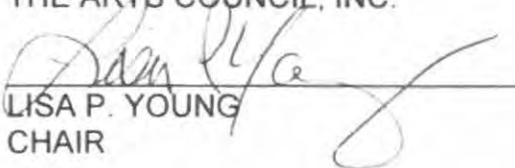
CITY OF STUART, FLORIDA

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31 \_\_\_\_\_  
32 EULA R. CLARKE  
33 MAYOR



**LESSEE:**

THE ARTS COUNCIL, INC.

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46 \_\_\_\_\_  
47 LISA P. YOUNG  
CHAIR

BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 133-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT BETWEEN THE CITY OF STUART AND THE ARTS COUNCIL, INC. FOR THE PROPERTY LOCATED AT 80 SE OCEAN BOULEVARD KNOWN AS THE "OLD MARTIN COUNTY COURTHOUSE" AND "THE CULTURAL ART CENTER" FOR THE PURPOSE OF OPERATING A FINE ART MUSEUM AND GALLERY; PROVIDING FOR 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 hereby authorizes the Mayor and City Clerk to execute a five (5) year lease agreement (with two option terms = 15 years total) between the City of Stuart and The Arts Council, Inc. for the property located at 80 SE Ocean Boulevard known as the "Old Martin County Courthouse" and "The Cultural Art Center" for the purpose of operating a fine art museum and gallery. A copy of the Lease Agreement is attached hereto as Exhibit "A."

SECTION 4: This resolution shall take effect upon adoption

RESOLUTION 133-08  
ARTS COUNCIL LEASE

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

JEFFREY KRAUSKOPF, MAYOR  
JAMES CHRISTIE, VICE MAYOR  
MARY L. HUTCHINSON, COMMISSIONER  
MIKE MORTELL, COMMISSIONER  
CAROL WAXLER COMMISSIONER

YES	NO	ABSENT
<input checked="" type="checkbox"/>		

ADOPTED this 24<sup>th</sup> day of November 2008.

ATTEST:

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

  
\_\_\_\_\_  
JEFFREYA KRAUSKOPF  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
PAUL J. NICOLETTI  
CITY ATTORNEY





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

**RESOLUTION NUMBER 119-2013**

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**WHEREAS,** The Lease Agreement dated November 24, 2008 between the City of Stuart, Florida and the Arts Council, Inc., a Florida not for profit corporation for the property known as The Cultural Arts Center on East Ocean Blvd allows for two optional renewals for the lease for a period of five (5) years each. This resolution would authorize the first renewal of this lease agreement.

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Res.119-2013

First Amendment to Arts Council Lease

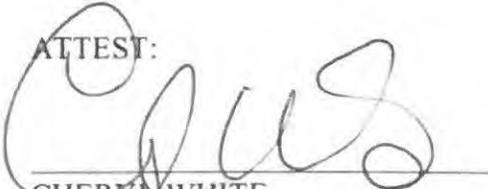
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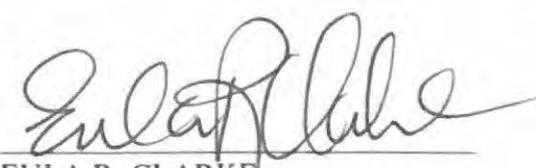
EULA R. CLARKE, MAYOR  
TROY A. McDONALD, VICE MAYOR  
JAMES A. CHRISTIE, Jr., COMMISSIONER  
KELLI GLASS LEIGHTON, COMMISSIONER  
JEFFREY A. KRAUSKOPF, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

ADOPTED this 14th day of October, 2013.

ATTEST:

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

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

APPROVED AS TO FORM  
AND CORRECTNESS:

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



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**LEASE AGREEMENT**

(5 years + 2 options @ \$10 annual, w/o utilities)

This LEASE AGREEMENT, hereinafter "Lease," made and entered into this 24<sup>th</sup> day of November, 2008, by and between the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "Lessor," and THE ARTS COUNCIL, INC., a Florida not for profit corporation, 80 S.E. Ocean Boulevard, Stuart, FL, 34994, hereinafter the "Lessee."

**WITNESSETH:**

The Lessor and the Lessee do hereby agree as follows:

1. DESCRIPTION OF LEASEHOLD PREMISES. Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of operating a FINE ART MUSEUM AND GALLERY AND HOUSE THE ADMINISTRATIVE OFFICES OF THE ARTS COUNCIL, open to the general public, and offices, that certain building and area surrounding the building, variously known as the "old Martin County Courthouse" and "the Cultural Arts Center," located at 80 SE Ocean Boulevard, Stuart, Florida, and further described in the drawing attached hereto as Exhibit "A," hereinafter the "Leasehold Premises" and "Leasehold." The Leasehold Premises do not include any other land, buildings or area, whatsoever.

2. USE The Leasehold Premises may be used by the Lessee or Lessee's invitees for any of the following purposes: civic, cultural, educational and social uses permitted herunder: cultural arts activities, including use as an arts information center and arts displays, seminars, and workshops; and public exhibits and meeting rooms, for the use of arts organizations, cultural and civic groups, community groups, charitable organizations, receptions, art displays, film presentations, music recitals and rotating exhibitions. The above uses are examples only, and shall not be construed as a limitation on the lawful use of the Leasehold Premises in furtherance of the cultural arts mission of the Lessee.

3. TERM. The Lessee has plans to make significant capital improvements during the first term of this Lease, including new impact glass windows, new flooring, and an elevator. In recognition therefor, the term of this Lease shall commence on the date first written above, and shall extend through September 30, 2013, hereinafter the "Lease Term." Assuming Lessee is in good standing concerning this Lease, the Lessee shall have the option to extend this lease for an additional two terms of five (5) years each, upon giving written notice to Lessor not less than sixty (60) days prior to the expiration of the original lease term. These terms, including both the original and optional terms, are subject to the Lessor's ability to maintain, by Interlocal Agreement, the use of the Leasehold Premises from Martin County. In the event that the existing Interlocal Agreement is terminated by Martin County, this Lease Agreement shall terminate not later than said Interlocal Agreement.

**LEASE AGREEMENT**  
**CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1 4. RENT. The rent for the use of the Leasehold during all Lease Terms as provided  
2 herein shall be \$10.00 annually, to be paid on the first day of October of each year, in  
3 advance beginning with October 1, 2008.  
4

5 5. LESSOR'S OBLIGATIONS. Lessor shall have the obligation to do the following:  
6

- 7 A. Provide and pay for all repairs and maintenance to the outside of the  
8 building and premises, including the roof, windows and grounds. The  
9 lessor's maintenance shall also specifically include the paving, curbing  
10 and repair of all sidewalks, parking areas, driveways and grounds. The  
11 City shall provide for pest control service as may be required.  
12
- 13 B. Lessor shall make waste receptacles available for the use of the Lessee.  
14
- 15 C. Lessor shall be responsible for all maintenance required due to the status  
16 of the building on the "National Register of Historic Places."  
17

18 6. LESSEE'S OBLIGATIONS. Lessee shall have the obligation to do the following:  
19

- 20 A. Provide and pay for all repairs and maintenance to the inside of the  
21 building and premises, including the air conditioning, plumbing, electrical  
22 and other mechanical systems, except that the Lessor shall be  
23 responsible for repairs to the building excluding those that the Lessee may  
24 elect to renovate for their own purposes, that exceed a cost of \$500. In  
25 the event of an emergency, the Lessee shall promptly notify the City of  
26 such and may immediately undertake the needed repair work as is  
27 necessary under the circumstances.  
28
- 29 B. Provide and pay for all utilities, including electric, telephone, Internet, city  
30 water, sewer and solid waste removal services.  
31
- 32 C. Alcoholic beverages may be consumed, but not sold, on the Leasehold  
33 Premises during its use by the Lessee, unless otherwise licensed to do so,  
34 on a temporary basis, by the State of Florida.  
35
- 36 D. Keep and maintain throughout the term of this Lease, without any expense  
37 to Lessor, the Leasehold Premises in good, sanitary, and neat order,  
38 condition and repair.  
39
- 40 E. Lessee shall comply with and abide by all federal, state, county, municipal,  
41 and other governmental statutes, ordinances, laws, and regulations  
42 affecting the Leasehold, the improvements on the Leasehold, or any  
43 activity or condition on or in the Leasehold.  
44

**LEASE AGREEMENT**  
**CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1           F.     Construct signage that will comply with the City sign regulations. All  
2                    signage constructed or placed by Lessee shall be first approved by the  
3                    City Manager.  
4

5     **7. WARRANTIES OF TITLE AND QUIET POSSESSION.**   Lessor covenants that  
6     Lessor is seized of the Leasehold in fee simple and has full right to make this Lease and  
7     that Lessee shall have quiet and peaceable possession of the Leasehold Premises  
8     during the term of the Lease. Lessee's use of the Leasehold is nonetheless a "public  
9     use" provided by a private entity.  
10

11    **8. LESSOR'S RIGHT OF ENTRY.**            Lessee shall permit Lessor and the agents and  
12    employees of Lessor to enter the Leasehold Premises at all reasonable times for the  
13    purpose of inspecting them.  
14

15    **9. SUBLETTING AND ASSIGNMENT.**    Lessee may not sublet the Leasehold or assign  
16    the Lease in whole or in part, without the express written consent of the City. Lessee  
17    may sublease all or part of the Leasehold Premises for its temporary use for commercial  
18    or non-commercial exhibits, parties, weddings, and the like, without obtaining the  
19    Lessor's prior permission or consent. The lessee shall be allowed to charge fees to use  
20    the facility, including, but not limited to contracts for periodic use by civic organizations  
21    and/or non profit organizations.  
22

23    **10. NOTICES.**        All notices, demands, or other writings in this Lease provided to be  
24    given or made or sent, or which may be given or made or sent, by either party to this  
25    Lease to the other, shall be deemed to have been fully given or when either hand  
26    delivered to the offices of or made in writing and deposited in the United States Certified  
27    Mail, and postage prepaid, and properly addressed to:  
28

29            to the Lessor:        Dan Hudson, City Manager  
30                                    121 SW Flagler Avenue  
31                                    Stuart, FL 34994  
32

33            to the Lessee:        Nancy K. Turrell, Executive Director  
34                                    80 SE Ocean Boulevard  
35                                    Stuart, FL 34994  
36

37    **11. TAXES AND ASSESSMENTS.** In the event ad valorem taxes are levied upon the  
38    Leasehold Premises as a result of the occupancy and activities of the Lessee  
39    hereunder, Lessee, as additional rent under this Lease, shall pay and discharge said ad  
40    valorem taxes as they become due, promptly and before delinquency.  
41

42    **12. LIENS.** Lessee shall keep all of the Leasehold free and clear of any and all liens for  
43    or arising out of or in connection with work or labor done, services performed, or  
44    materials or appliances used or furnished for or in connection with any operations of

**LEASE AGREEMENT**  
**CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1 Lessee, any alteration, improvement, or repairs or additions which Lessee may make or  
2 permit or cause to be made, or any work or construction, by, for, or permitted by Lessee  
3 on or about the Leasehold, or any obligations of any kind incurred by Lessee. Lessee  
4 shall at all times promptly and fully pay and discharge any and all claims on which any  
5 lien may or could be based, and shall indemnify Lessor and all of the premises and all  
6 buildings and improvements on the premises against all liens and claims of liens and  
7 suits or other proceedings pertaining to those liens.

8  
9 **13. INDEMNIFICATION OF LESSOR.** Lessor shall not be liable for any loss, injury,  
10 death, or damage to persons or property which at any time may be suffered or  
11 sustained by Lessee or by any person who may at any time be using or occupying or  
12 visiting the Leasehold Premises or be in, on, or about the Leasehold Premises, whether  
13 the loss, injury, death, or damage shall be caused by or in any way result from or arise  
14 out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor,  
15 or user of any portion of the Leasehold Premises, or shall result from or be caused by  
16 any other matter or thing. Lessee shall indemnify Lessor to the extent of its required  
17 insurance coverage, against all claims, liability, loss, or damage whatsoever on account  
18 of any such loss, injury, death, or damage. The foregoing indemnification shall not  
19 apply to loss, injury, death, or damage arising by reason of the negligence or  
20 misconduct of the Lessor, its agents, or employees. This indemnification shall be  
21 insured, at all times during this Lease, by the Lessee, in amounts provided in Section  
22 16. below, failing which this Lease shall be automatically terminated without further  
23 action by the Lessor.

24  
25 **15. REDELIVERY OF PREMISES.** Lessee shall pay the rent and all other sums  
26 required to be paid by Lessee under this Lease in the amounts, at the times, and in the  
27 manner provided in this Lease, and shall keep and perform all the terms and conditions  
28 of this Lease on its part to be kept and performed, and at the expiration or sooner  
29 termination of this Lease, Lessee shall peaceably and quietly quit and surrender the  
30 premises to Lessor in good order and condition. In the event of the non-performance by  
31 Lessee of any of the covenants that Lessee has undertaken, this Lease may be  
32 terminated as provided in this Lease.

33  
34 **16. INSURANCE.** Lessee shall maintain in effect throughout the term of this Lease  
35 personal injury liability insurance covering the Leasehold and the operations of the  
36 business in the amount of \$1,000,000 for injury to or death of any one person, and  
37 \$1,000,000 for injury to or death of any number of persons in one occurrence, and  
38 property damage liability insurance in the amount of \$50,000. The insurance shall  
39 specifically insure Lessee against all contractual liability assumed by it under this Lease  
40 (paragraph 13 above), as well as liability imposed by law, and shall insure both Lessor  
41 and Lessee.

42  
43 **17. NOTICE OF DEFAULT.** For any material breach of this Lease, except for the failure  
44 to pay the rent when due, or failure to maintain the required insurance coverages, the

**LEASE AGREEMENT  
CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

1 Lessee shall not be deemed to be in default under this Lease unless Lessor shall first  
2 give to Lessee 20 days written notice of the default and Lessee fails to cure the default  
3 within 20 days, thereafter. Rent shall be due and shall become delinquent without  
4 notice thereof given by Lessor to Lessee.

5  
6 18. **DEFAULT.** In the event of any material breach of this Lease by Lessee, and  
7 following notice as required herein, if any is required, Lessor, in addition to the other  
8 rights or remedies it may have, shall have the immediate right of reentry and may  
9 remove the Lessee and all invited or uninvited persons and property from the  
10 Leasehold. Such property may be removed and stored in a public warehouse or  
11 elsewhere at the cost of, and for the account of Lessee.

12  
13 19. **WAIVER.** The failure of either party to take action with respect to any breach of any  
14 term, covenant, or condition contained in this Lease shall not be deemed to be a waiver  
15 of such term, covenant, or condition, or subsequent breach, or of any other term,  
16 covenant, or condition contained in the Lease. The subsequent acceptance of rent  
17 under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach  
18 by Lessee of any term, covenant, or condition of this Lease, other than the failure of  
19 Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the  
20 preceding breach at the time of acceptance of rent.

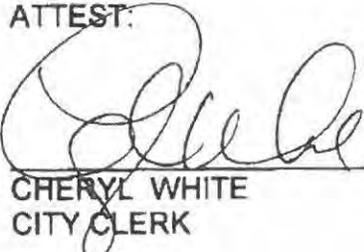
21  
22 20. **MISCELLANEOUS.** The Lease embodies the entire understanding and agreement  
23 of the parties concerning the use of the Leasehold by the Lessee. The Lessee shall not  
24 rely upon any prior written agreement or any oral agreement concerning the use of the  
25 Leasehold. No modification or amendment to this Lease shall be valid, unless the same  
26 shall be in writing and signed by the authorized representative of each party. In the  
27 event that it becomes necessary to use legal process to enforce any terms of the Lease,  
28 the prevailing party shall be entitled to reasonable attorneys fees and costs, at all levels  
29 of litigation.

30  
31 **IN WITNESS WHEREOF,** the parties have respectively signed and sealed this  
32 Lease the days and year written below.

33  
34  
35 LESSOR:

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37 CITY OF STUART, FLORIDA

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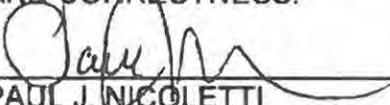
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FREY A. KRAUSKOPF  
MAYOR



**LEASE AGREEMENT**  
**CITY OF STUART, FLORIDA and THE ARTS COUNCIL, INC.**

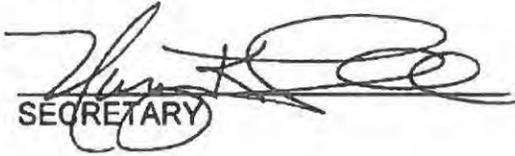
1 APPROVED AS TO FORM  
2 AND CORRECTNESS:

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5 PAUL J. NICOLETTI  
6 CITY ATTORNEY

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ATTEST:

  
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SECRETARY

LESSEE:

THE ARTS COUNCIL, INC.

  
\_\_\_\_\_  
JEANETTE MUELLER  
CHAIR

AST OCEAN BLVD.

EXISTING CONC. LT. POLE, TYP.

2" PVC SLEEVE (TYP.)

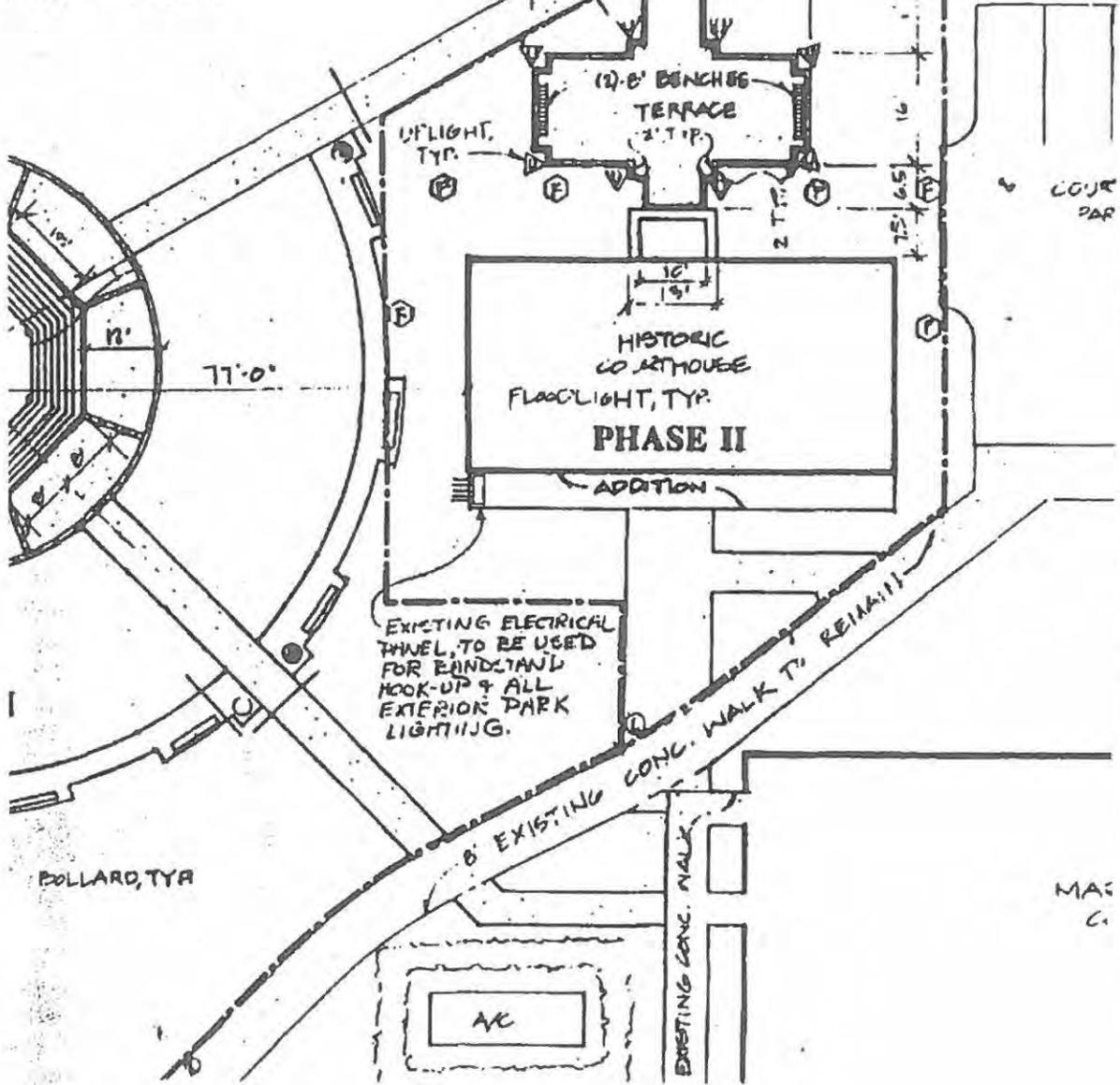


EXHIBIT "A"

Page 2 of 2

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CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

MEETING DATE: NOVEMBER 24, 2008

Prepared by: Mary Nash

Resolution No. 133-08

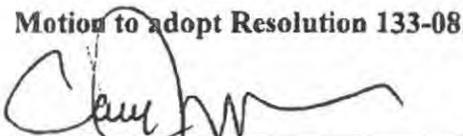
TITLE OF ITEM:

Summary Explanation/Background Information on Agenda Request:

See attached Resolution 133-08 and Lease Agreement between the City and The Arts Council, Inc.

Recommended Action:

Motion to adopt Resolution 133-08.



Paul Nicoletti  
City Attorney

11-18-08

Date



Dan Hudson  
City Manager

11/18/08

Date