

**CITY OF CORAL GABLES, FLORIDA**

**ORDINANCE NO. 2022-**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CORAL GABLES, AUTHORIZING TERMINATING THE EXISTING LEASE AND ENTERING INTO A NEW LEASE WITH CORAL GABLES CONGREGATIONAL CHURCH, INC., A FLORIDA NON-PROFIT CORPORATION, FOR THE SURFACE PARKING LOT WITHIN THE PLATTED RIGHT-OF-WAY BOUNDED ON THE NORTH BY MALAGA AVENUE, ON THE SOUTH BY ANASTASIA AVENUE, ON THE EAST BY DE SOTO BOULEVARD, AND ON THE WEST BY COLUMBUS BOULEVARD, FOR A PERIOD OF FIVE (5) YEARS AND WITH TWO (2) ADDITIONAL, 5-YEAR RENEWAL OPTIONS, AT THE CITY'S DISCRETION

**WHEREAS**, pursuant to Resolution No. 26231 (adopted on July 21, 1987), on February 2, 1989, the City of Coral Gables (the "Landlord") and Coral Gables Congregational Church (the "Tenant") entered into a Lease Agreement (the "Existing Lease") for the surface parking lot within the platted right-of-way bounded on the north by Malaga Avenue, on the south by Anastasia Avenue, on the east by De Soto Boulevard, and on the west by Columbus Boulevard (the "Premises"); and

**WHEREAS**, the Existing Lease term was for ten (10) years and provided for ten (10) additional 5-year renewal options; and

**WHEREAS**, pursuant to the Lease renewal options, Landlord and Tenant renewed the Lease on February 2, 1999 (1st option); and

**WHEREAS**, Lease renewals also occurred pursuant to Resolution No. 2005-71, adopted April 26, 2005 (2nd Option), and to Resolution No. 09-0463, adopted July 7, 2009 (3rd Option). Landlord and Tenant also renewed the Lease on February 2, 2014 (4th Option) and February 2, 2019 (5th Option) pursuant to shared correspondence; and

**WHEREAS**, in 2019, Tenant notified Landlord of its intent to reseal and restripe the surface parking lot at the Premises (the "Tenant's Work") and Landlord determined that in order to perform Tenant's Work and abide by Miami-Dade County Ordinance No. 01-196, lighting would need to be installed (the "Landlord's Work") on the Premises; and

**WHEREAS**, Landlord also determined that the existing Lease pertained to Premises that consist of platted right-of-way, and as such, lacked the necessary right of termination and appropriate use and occupancy provisions required by applicable law; and

**WHEREAS**, Landlord and Tenant are requesting authorization to terminate the Existing Lease and enter into a new Lease for an initial five (5) year term with two (2) additional, 5-year renewal options, at the City's discretion; and

**WHEREAS**, monthly rent will be at \$1,200 per month increasing at 3% per year throughout the initial term and subsequent renewals; and

**WHEREAS**, Landlord will install lighting on the Premises at its own cost and expense (\$3,404.71); and

**WHEREAS**, Landlord will be responsible for the \$354.65 monthly electricity and maintenance cost thereafter; and

**WHEREAS**, Tenant will reseal and restripe the surface parking lot at the Premises and upon completion of Tenant's Work (not to exceed \$2,800.00), Landlord will deduct \$200.00 from the monthly rent until the Tenant's Work \$2,800.00 is reimbursed in full; and

**WHEREAS**, Landlord will have sole and exclusive use of the Premises on July 4th of every year between the hours of 7:00 AM and 11:59 AM to use for overflow parking for the City's Independence Day celebration; and

**WHEREAS**, when the 4th of July falls on a Sunday, Landlord's use of the Premises shall only commence at 2:00 PM instead of 7:00 AM; and

**WHEREAS**, Tenant acknowledges that Tenant's use and occupancy of the Premises for a public purpose are a material inducement for Landlord to lease the Premises to Tenant; and

**WHEREAS**, Tenant will use and occupy the Premises for the no other use or purpose that the public use as a surface parking lot for Tenant's visitors and/or employees; and

**WHEREAS**, to the extent that approval of this Lease implicates any provision of Chapter 2, Article VIII, pursuant to Section 2-1089 of the City Code, the City Commission waives any provision of Chapter 2, Article VIII that may not have been technically followed and finds such a waiver to be necessary in order to proceed with a purchase, sale, or lease which is in the best interest of the City, and that such waiver serves the public interest to the extent that any provision of this section was not complied with; and

**WHEREAS**, the City Commission finds that the Lease of the Premises serves the public interest and that it is in the best interest of the City to authorize the City Manager to execute the Lease;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:**

**SECTION 1.** That the foregoing “Whereas” clauses are here hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof.

**SECTION 2.** That the City Commission does hereby authorize the City Manager to terminate the existing Lease and execute the new Lease with the Tenant with such modifications to the form attached hereto as Exhibit “A” as may be approved by the City Manager and City Attorney that are necessary to implement the intent of this ordinance.

**SECTION 3.** That this Ordinance shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-FIFTH DAY OF JANUARY A.D., 2022.

(Moved:            / Seconded:        )

(Yeas:            / Nays:            )

(Vote:            )

(Agenda Item:    )

APPROVED:

VINCE LAGO

MAYOR

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BILLY Y. URQUIA  
CITY CLERK

MIRIAM SOLER RAMOS  
CITY ATTORNEY