

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2024-**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A LEASE WITH BOGEY GRILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, USING A TRADE NAME TO BE DETERMINED, WITH REGARD TO THE CITY-OWNED PROPERTY 2001 GRANADA BOULEVARD, CORAL GABLES, FL 33134 FOR A PERIOD OF FIVE (5) YEARS AND WITH ONE (1) ADDITIONAL, FIVE-YEAR RENEWAL OPTION, AT THE CITY'S DISCRETION.

**WHEREAS**, the City of Coral Gables (the "Landlord") owns the Granada Golf Course Pro Shop/Diner Building (Folio No. 03-4108-001-5855) located at 2001 Granada Boulevard, Coral Gables FL, 33134 (the "Building") which includes both the Golf Course Pro-Shop and a diner space that encompasses 1,799 square feet (the "Premises"); and

**WHEREAS**, the Premises, where the Burger Bob's diner operated between 2003-2022, under a concession agreement/lease with the city, are considered an amenity to the Granada Golf Course and its surrounding neighborhood; and

**WHEREAS**, on March 8, 2022, pursuant to Resolution No. 2022-51, the City Commission directed the City Manager to (1) study diner-style restaurants to gain inspiration for the concept envisioned by the City Commission, (2) proceed with the demolition of the Premises, (3) establish a budget for the design and construction of the Premises, (4) engage a restaurant operator/tenant for the Premises, once the design and construction is complete, (5) preserve any equipment that is still useful; and (6) find a way to recognize Burger Bob's in the new diner-style restaurant Premises; and

**WHEREAS**, on May 10, 2022, pursuant to Resolution No. 2022-118, the City Commission waived the competitive process of the Procurement Code with respect to the operation of the Premises and directed the City Manager to negotiate directly with Ms. Rita Tennyson, for the operation and tenancy of the Premises; and

**WHEREAS**, as directed by the City Commission, the City's Public Works Capital Improvement Division (PWCIP) will complete a \$1.327 Million renovation and improvements project (the "Renovations"), whose design included community input through Community Recreation neighborhood meetings and meetings with residents at the Premises regarding the diner's aesthetics and furnishings; and

**WHEREAS**, PWCIP expects that the city’s general contractor will achieve substantial completion of the Renovations in July 2024 and final completion by the end of September 2024; and

**WHEREAS**, In February of 2024, Pursuant to Sec. 2-1092 of Division 12- Purchase, Sale, and Lease of Public Property of the City’s Procurement Code, the City contracted MAI certified appraisers Integra Realty Resources, Inc. and Quinlivan Appraisal PA to conduct market rent appraisals of the Premises; and

**WHEREAS**, both Integra Realty Resources, Inc. and Quinlivan Appraisal PA’s market rent appraisal estimated market rent at \$35.00-\$40.00 per square foot; and

**WHEREAS**, the City (“Landlord”) and Bogey Grill, LLC (the “Tenant”) have negotiated a Retail Lease Agreement, attached as Exhibit “A,” that includes the following key terms:

- Premises are leased in “As-is” condition; and
- Tenant shall conduct business at the Premises using one of the following trade names Birdie Bistro, The Birdie Grill, Bogey Grill, The 10th Hole, Tee Time Grill, Oasis on the Green; and
- Landlord will complete the Renovations to the Premises and deliver the Premises to the Tenant within five (5) business days after the final completion of the Renovations as evidenced by the issuance of a final Certificate of Occupancy (the “CO”) (the “Possession Date”); and
- the Lease term shall commence on the day that both Tenant and Landlord execute the Lease (the “Effective Date”) and shall expire five (5) years after the earlier of (i) the date in which Tenant opens for business to the public or (ii) thirty (30) days following issuance of the CO (the “Rent Commencement Date”); and
- one (1) additional, five-year renewal option, at market rent, at the City’s discretion; and
- for five (5) years, commencing on the Rent Commencement Date, the Tenant will pay the Landlord monthly rent at \$35.00 per sq. ft., increasing at the rate of three percent (3%) per annum thereafter; and
- commencing on the Rent Commencement Date, Tenant shall pay Landlord additional rent (an estimated \$8.00 per sq. ft.) for the Premises, encompassing Tenant’s proportionate share (35.64%) of: (i) real estate property taxes for the building (ii) Landlord’s common area maintenance costs for the maintenance, operation, management, or repair of the Building (iii) Landlord’s cost to insure the Building; and
- Tenant shall provide a \$19,339.25 security deposit to the Landlord encompassing three (3) months of base rent at \$35.00 per sq. ft. (\$15,741.25) and additional rent at \$8.00 per sq. ft. (\$3,598.00); and
- the Tenant leases the Premises inclusive of furniture, fixtures, and equipment (the “FF&E”); and
- Tenant shall be responsible for the repair, maintenance and replacement of the interior of the Premises, including all walls, plumbing, electricity, grease traps, fire extinguishers and alarms, the grease storage, the FF&E, and all other appliances and

equipment of every kind and nature and any mechanical systems servicing the Premises; and

- Landlord shall be responsible for all exterior building maintenance, such as the roof, impact exterior glass damage, exterior painting, HVAC system, plumbing, and electrical systems servicing the Building; and
- Landlord shall not be required to undergo any repairs to the FF&E or the Renovations that are not covered by warranties; and
- Tenant shall comply with the Landlord's standard insurance requirements for general liability, workers compensation, automobile liability, liquor liability, and property insurance for the FF&E interior property as well as the Tenant's personal property; and
- in addition to providing food and beverage services at the Premises, Tenant may also use the Premises for private events, but any private event that limits the general public's access to the Premises shall require Community Recreation Department Director approval; and,
- Tenant may host public events in the Terrace Area but must apply through the City's Special Event Permitting Process for approval; and,
- Tenant and its operators may provide catering services to the community, but this shall not affect the quality of service, or products provided on the Premises; and,
- Tenant may sell non-food and non-beverage items to the public in connection with the Premises, including t-shirts, mugs, and nostalgic Burger Bob's merchandise; and,
- Tenant may provide food and beverage service directly on the golf course but must obtain the proper approvals and permits from the appropriate governmental authorities and these must also be subject to any rules and regulations imposed by Landlord.

**WHEREAS**, pursuant to Section 2-1097 of Division 12- Purchase, Sale, and Lease of Public Property of the City Code, the City Commission is authorized to approve by resolution a lease of city-owned land or buildings for a term not to exceed ten years, including all options; and,

**WHEREAS**, this item requires a waiver of the Procurement Code, and Section 2-1089, authorizes the City Commission, upon a four-fifths vote, to waive any condition imposed by the provisions of the Procurement Code that may not have been technically followed, where the Commission finds such a waiver to be in the best interest of the City and necessary to proceed with a purchase, sale, or lease; 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 hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon the adoption hereof.

**SECTION 2.** That the Lease is hereby approved in substantially the form attached hereto as Exhibit “A.”

**SECTION 3.** The City Commission does hereby authorize the City Manager to execute the Lease with the Tenant with such modifications to the forms 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 Resolution.

**SECTION 4.** That this Resolution shall become effective immediately upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWELFTH DAY OF MARCH, A.D., 2024.

(Moved:            / Seconded:        )  
(Yeas:            / Nays:            )  
(Vote:            )  
(Agenda Item:        )

APPROVED:

VINCE LAGO  
MAYOR

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BILLY Y. URQUIA  
CITY CLERK

CRISTINA SUAREZ  
CITY ATTORNEY