

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COMMISSION AUTHORIZING ENTERING INTO A SECOND AMENDMENT TO LEASE WITH ROBERT MAGUIRE DBA GRANADA SNACK SHOP (BURGER BOB'S), WITH REGARD TO THE CITY-OWNED PREMISES AT 2001 GRANADA BLVD., CORAL GABLES, FLORIDA, 33134 GRANTING RENT DEFERMENT FOR RENT DUE (\$20,280.26) UNTIL THE END OF THE LEASE TERM (8/31/2021), WAIVING ANY LATE CHARGES, FEES, AND PENALTIES PROVIDED FOR IN THE LEASE DURING THE DEFERMENT PERIOD, AND PROVIDING FOR A REDUCTION IN RENT (11/01/20-08/31/21).

WHEREAS, Robert Maguire dba Granada Snack Shop (Burger Bob's) (the "Tenant") has been leasing the premises at 2001 Granada Blvd., Coral Gables, FL 33134 from the City of Coral Gables (the "Landlord") by virtue of a Concession Agreement dated October 2, 2003, authorized by Resolution No. 2003-150 on August 26, 2003. This Agreement was extended on a month-to-month basis on July 15, 2008 pursuant to Resolution No. 2008-111; Resolution No. 2008-200 passed and adopted November 18, 2008; Resolution No. 2009-251 passed and adopted on September 8, 2009; Resolution No. 2010-158 passed and adopted on August 24, 2010; and Resolution No. 2014-162 passed and adopted on August 26, 2014; and

WHEREAS, on October 9, 2018, pursuant to Resolution No. 2018-263, Landlord and Tenant entered into a new Lease (the "Lease") for a period of three years (09/01/2018-08/31/2021); and

WHEREAS, the Tenant has been an exemplary tenant since 2003 complying with the provisions of the Lease, making rent payments on-time, and the Landlord does not have any evidence of Tenant rent default in its records; and

WHEREAS, due to Covid-19 pandemic health crisis (the "COVID-19 crisis") the Governor of the State of Florida, and the Mayor of Miami-Dade County by Executive Orders, declared a State of Emergency for the State of Florida and Miami-Dade County directing the temporary closure or reduced operation of certain businesses including restaurants and golf courses; and

WHEREAS, the COVID-19 crisis emergency orders also included "safer-at-home" mandates designed to protect high risk population, specifically senior citizens who are considered by the Centers for Disease Controls and Prevention (the "CDC") to have an increased risk of contracting the COVID-19 virus; and

WHEREAS, since 2003, a significant amount of the Tenant's restaurant clientele have been senior citizens who, due to the COVID-19 crisis, are not frequenting the restaurant as they

did prior to the crisis but rather following CDC recommendations to stay at home and limit their interactions with others; and

WHEREAS, as a result of the COVID-19 crisis and subsequent emergency orders, the Tenant experienced significant business interruption and unprecedented financial losses causing Landlord and Tenant to enter into a First Amendment to Lease for Rent Deferment (the “Amendment”) on June 22, 2020; and

WHEREAS, the Tenant’s continued financial losses during the COVID-19 crisis have prevented the Tenant from complying with the terms set forth in the both the Lease and the Amendment; and

WHEREAS, the Landlord understands that availing itself of legal remedies pursuant to the Lease and choosing to evict the Tenant would result in an empty restaurant space that is unlikely to be re-rented during the COVID-19 crisis; and

WHEREAS, Tenant acknowledges that it is currently in default under the Lease for failure to pay Rent (as defined in Section IV of the Lease) that was due on the first of month for the months of April, May, July, August, September, and October 2020, in the total amount (includes sales tax and common area expenses) of \$20,280.26 (the “Deferred Rent”); and

WHEREAS, Tenant agrees to pay the deferred rent (\$20,280.26) by the end of the Lease (August 31, 2021); and

WHEREAS, Landlord will accept payments toward the deferred rent balance earlier than end the Lease term if the Tenant chooses to make those payments; and

WHEREAS, beginning with the Rent payment due on November 1, 2020, and continuing through and including the Rent payment due on August 1, 2021, Tenant agrees to pay Rent to Landlord in monthly installments that include \$1,000 per month in rent, \$184.24 for Maintenance and insurance, and \$76.98 for sales tax, for a total monthly payment of \$1,261.22; and

WHEREAS, Tenant has requested an additional rent deferment and reduction of rent plan and Landlord has agreed to accept for the Tenant to pay Rent and Deferred Rent, as more particularly set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY 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 Resolution upon the adoption hereof.

SECTION 2. That the City Commission does hereby authorize the City Manager to execute the Second Amendment to Lease, approved in substantially the form attached as Exhibit A, with such modifications to the form attached hereto as may be approved by the City Manager and City Attorney that are necessary to implement the intent of this Resolution.

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

PASSED AND ADOPTED THIS TWENTY-SIXTH DAY OF JANUARY, A.D., 2021.

(Moved: / Seconded:)

(Yeas: / Nays:)

(Vote:)

(Agenda Item:)

APPROVED:

RAUL VALDES-FAULI
MAYOR

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BILLY Y. URQUIA
CITY CLERK

MIRIAM SOLER RAMOS
CITY ATTORNEY