

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA), ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AND APPROVING, IN SUBSTANTIAL FORM, A LEASE AGREEMENT BETWEEN THE RDA (LANDLORD) AND VIDA BROS, LLC D/B/A SHAVING DISTRICT (TENANT), FOR USE OF APPROXIMATELY 1,750 SQUARE FEET OF GROUND FLOOR RETAIL SPACE AT THE ANCHOR GARAGE AND SHOPS, AS A HIGH-END BARBERSHOP LOCATED AT 100 16TH STREET, SUITE NOS. 1-2 (PREMISES), FOR AN INITIAL TERM OF FIVE (5) YEARS, WITH A ONE (1) RENEWAL TERM OF FOUR (4) YEARS AND THREE HUNDRED AND SIXTY-FOUR (364) DAYS, AT THE OPTION OF THE RDA; AND FURTHER, AUTHORIZING THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE THE LEASE AGREEMENT.

WHEREAS, the Miami Beach Redevelopment Agency (the "RDA") is a public body corporate and politic, which owns that certain project commonly known as the "Anchor Garage and Shops", containing a garage and ground floor retail spaces located in the area bounded by Washington Avenue and Collins Avenue, in the proximity of 16th Street; and

WHEREAS, as part of lease negotiations, Vida Bros, LLC, a Florida limited liability company, d/b/a Shaving District ("Tenant") provided a Letter of Intent (LOI), a copy of which is attached to the RDA Memorandum accompanying this Resolution, containing the essential business terms and conditions for the execution of a Lease Agreement ("Lease") outlined below:

Premises: 100 16th Street, Suite 1-2, Miami Beach, Florida 33139;

Size: Approximately 1,750 rentable square feet;

Term: Five (5) years;

Renewal Options: One (1) Four (4) years and 364 days, at the option of the RDA, to be exercised by the Executive Director;

Lease Commencement Date, Rent Commencement Date, and Rent/Operating Expense Abatement Period:

Lease Commencement Date will be at Lease execution;

Rent Commencement Date will be on the earliest of: 1) date Tenant opens for business with all required permits issued by local authorities; or 2) Three hundred and sixty-five (365) days after the delivery date of the Premises;

Rent Abatement Period: Months 1 – 4 after the first to occur: 1) Tenant opens for business with all required permits issued by local authorities; or 2) Three hundred and sixty-five (365) days after Tenant receives possession of the Premises. Tenant shall be required to pay all Operating Expenses and sales tax during the Rent Abatement Period;

Minimum Rent: \$55.00 per rentable square foot, plus applicable sales tax; \$96,250.00 per year; \$8,020.83 per month;

Percentage Rent: Six percent (6%) over the natural breakpoint for first Lease Year, and resets again each subsequent Lease Year, based upon the Minimum Rent for each subsequent Lease Year;

Annual Rent Increases: The Minimum Rent amount shall be increased by three percent (3%) annually;

Lease Basis: Tenant shall pay its pro rata share of Real Property Taxes, Property Insurance and Common Area Maintenance ("CAM") (collectively, "Operating Expenses") for the project. Tenant's pro rata share shall be determined based upon the ratio of Premises' floor area to the total floor area of all the retail space in the project; current estimate for NNN costs are \$14.00 per square foot. The controllable portion of the project Operating Expenses shall not increase more than five percent (5%) in any calendar year during the Lease Term;

Prepaid Rent: First month's rent, including sales tax, in the amount of \$8,020.83;

Security Deposit: The amount of \$16,041.83 shall be due upon execution of the Lease documents, in addition to first month's rent;

Guarantor: Full personal guaranty shall be required by all owners and spouses;

Utilities: Tenant shall be responsible for utilities metered for the Premises and waste and recycling costs beginning upon delivery date of the Premises;

Construction Allowance: Tenant shall accept the premises in "**AS-IS**" condition. Landlord shall reimburse Tenant up to One Hundred Thousand Dollars (\$100,000.00) ("Tenant Allowance") for the cost associated with erecting of a demising wall (finished on both sides), adjustments to the Fire Life Safety System, modifications to the HVAC ductwork, and updates to the electrical system in connection with the construction of the demising wall ("Reimbursed Tenant Improvements"). Tenant's reimbursement schedule for the Reimbursed Tenant Improvements, not to exceed the total Tenant Allowance amount, will be further detailed in the Lease. Tenant shall perform all other necessary construction work at its sole cost and expense;

Use: Tenant should use the Premises for high-end Barber Shop, and retail items related to hair care and/or grooming or as otherwise detailed and approved in writing by the Landlord; and

Public Benefit: Tenant will provide a 25% discount to Miami Beach senior residents and Miami Beach first responders; and

WHEREAS, the Letter of Intent was considered at the January 24, 2025 meeting of the City of Miami Beach Finance and Economic Resiliency Committee (FERC) meeting and the FERC recommended in favor of approving a new lease with Vida Bros, LLC ("Tenant") based upon the terms and conditions outlined herein; and

WHEREAS, per the Agreement with Wilshire Advisory Group, the City will be obligated to pay a leasing commission equal to three percent (3%) of the gross aggregate Minimum Rent over the initial five (5) years of the Lease; therefore, based on the initial five-year gross aggregate Minimum Rent of \$511,004.32, the total commission owed Wilshire Advisory Group will be \$15,330.13; and

WHEREAS, the City will be paying 50% of the commission (\$7,665.06) upon Lease execution and 50% (\$7,665.06) upon opening of the Premise and payment of first month's rent; and

WHEREAS, based upon the competitive rental rate and the favorable Lease terms, the Executive Director recommends accepting the recommendation of the FERC and approving, in substantial form, the proposed new Lease, a draft copy of which is attached to the RDA Memorandum accompanying this Resolution, and authorizing the Executive Director to finalize and execute the Lease.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CHAIRPERSON AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY, that the Chairperson and Members of the Miami Beach Redevelopment Agency hereby accept the recommendation of the City's Finance and Economic Resiliency Committee, and approve, in substantial form, a Lease Agreement between the Miami Beach Redevelopment Agency (RDA) (Landlord) and Vida Bros, LLC a/b/a Shaving District (Tenant), for use of approximately 1,750 square feet of ground floor retail space at the Anchor Garage and Shops, as a an upscale barbershop, located at 100 16th Street, Suites Nos. 1-2 (Premises), for an initial term of five (5) years, with one (1) renewal term of four (4) years and three hundred sixty-four (364) days, at the RDA's discretion; and further, authorize the Executive Director to finalize and execute the Lease Agreement.

PASSED and **ADOPTED** this ____ day of _____ 2025.

ATTEST:

Steven Meiner, Chairperson

Rafael E. Granado, Secretary

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Redevelopment Agency
General Counsel

2/19/2025

Date