

C7 H A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A LEASE AGREEMENT BETWEEN THE CITY ("TENANT") AND BCPF AVE, LLC ("LANDLORD"), BASED UPON THE ESSENTIAL TERMS SET FORTH IN THIS RESOLUTION, FOR LEASE OF APPROXIMATELY 24,991 SQUARE FEET OF WAREHOUSE SPACE, LOCATED AT 14101 NW 57TH AVENUE, MIAMI LAKES, FL 33054 ("PREMISES"), TO BE USED BY THE MIAMI BEACH POLICE DEPARTMENT ("MBPD") FOR STORAGE; SAID LEASE HAVING AN INITIAL TERM OF FIVE (5) YEARS, COMMENCING ON AUGUST 1, 2025, WITH ONE (1) RENEWAL TERM OF FIVE (5) YEARS AT THE OPTION OF THE CITY MANAGER; AND FURTHER, FOLLOWING COMPLETION OF SUCCESSFUL NEGOTIATIONS AND REVIEW AND APPROVAL BY THE CITY ATTORNEY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT.

Applicable Area:



**COMMISSION MEMORANDUM**

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: April 23, 2025

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A LEASE AGREEMENT BETWEEN THE CITY ("TENANT") AND BCPF AVE, LLC ("LANDLORD"), BASED UPON THE ESSENTIAL TERMS SET FORTH IN THIS RESOLUTION, FOR LEASE OF APPROXIMATELY 24,991 SQUARE FEET OF WAREHOUSE SPACE, LOCATED AT 14101 NW 57TH AVENUE, MIAMI LAKES, FL 33054 ("PREMISES"), TO BE USED BY THE MIAMI BEACH POLICE DEPARTMENT ("MBPD") FOR STORAGE; SAID LEASE HAVING AN INITIAL TERM OF FIVE (5) YEARS, COMMENCING ON AUGUST 1, 2025, WITH ONE (1) RENEWAL TERM OF FIVE (5) YEARS AT THE OPTION OF THE CITY MANAGER; AND FURTHER, FOLLOWING COMPLETION OF SUCCESSFUL NEGOTIATIONS AND REVIEW AND APPROVAL BY THE CITY ATTORNEY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT.

**RECOMMENDATION**

The Administration recommends the Mayor and City Commission adopt the resolution approving a Lease Agreement between the City, as Tenant, and BCPF AVE, LLC, as Landlord, for approximately 29,991 square feet of warehouse space located at 14101 NW 57th Ave, Miami Lakes, FL 33054, for use by Miami Beach Police Department (MBPD) personnel.

**BACKGROUND/HISTORY**

The Miami Beach Police Department ("MBPD" or the "Department") has served the community for decades, providing law enforcement services, crime prevention programs, and community engagement initiatives. Historically, the Department has managed criminal investigations, evidence retention, and vehicle storage at its headquarters at 1100 Washington Avenue. However, as the City's needs have evolved, so did the demand for additional storage space to support law enforcement operations.

To address this growing demand, MBPD has relied on off-site storage to house evidence, police vehicles, and operational equipment. The current warehouse located at 6700 NW 36th Avenue, Miami, FL 33147, with 18,200 square feet has been leased to accommodate these needs. However, this lease agreement is set to expire on September 30, 2025. Despite serving as a crucial storage location, the facility has deteriorated significantly, requiring extensive maintenance and repairs that make continued use impractical. Upon the expiration of the current Lease Agreement, the Landlord has the right and intends to increase the rent to current market value, which is approximately \$17.00 to \$21.00 per square foot.

Additionally, the current space is insufficient to meet MBPD's operational growth needs and does not provide any office accommodations for law enforcement personnel to conduct on site administrative work. The increasing volume of evidence, police vehicles, and critical law enforcement resources requires a larger, more modern facility. The cost of necessary repairs and upgrades at the current location would be substantial, making it financially prudent to relocate to

a new facility with expanded square footage and improved infrastructure rather than invest heavily in repairs to an inadequate space.

To enhance operational efficiency and uphold law enforcement protocols, the City must secure a larger, more suitable facility that meets MBPD's growing storage and operational needs. This transition will not only optimize resource management but also strengthen MBPD's ability to store and safeguard critical assets with greater security, efficiency, and effectiveness.

In pursuit of this objective, the City has proactively identified potential properties to accommodate MBPD's warehouse requirements. After evaluating multiple venues in collaboration with MBPD personnel, the Administration has determined that the most viable option is outlined in the attached Letter of Intent (LOI) in **Exhibit A**, which details the key lease terms summarized below:

<b>Tenant:</b>	City of Miami Beach, a Florida municipal corporation.
<b>Address:</b>	1700 Convention Center Drive, Miami Beach, FL 33139
<b>Landlord:</b>	BCPF AVE, LLC, a Foreign Limited Liability Company
<b>Premises:</b>	14101 NW 57 <sup>th</sup> Ave, Miami Lakes, FL 33054
<b>Size of Premises:</b>	Approx. 24,991 rentable square foot ("RSF")
<b>Tenant Use:</b>	Office and Storage
<b>Lease Term:</b>	Five (5) years from Rent Commencement
<b>Base Rent:</b>	\$18.50 triple net per square foot
<b>Option to Renew:</b>	Option to Renew for one additional five (5) year term. Notice for Tenant's renewal is 12 months prior to the expiration. The terms of the Option to Renew will be at the greater of the expiring rent or FMV and will be AS IS not to exceed 4% over previous years Base Rent.
<b>Rent Increases:</b>	The Base Rent will escalate at 4% per annum starting at Month 13.
<b>Additional Rent:</b>	Tenant shall pay its pro rata share of the allocated expenses. Estimated charges for 2025 are approximately \$4.61 per square foot.
<b>Lease Commencement:</b>	Lease Commencement date is August 1, 2025.
<b>Right to Terminate:</b>	Landlord shall grant Tenant a one-time Right to Terminate the lease at Month forty (40) by providing twelve (12) months' prior written notice. The penalty to terminate will be 6 months of Base Rent and Operating Expenses.
<b>Delivery Date:</b>	August 1, 2025
<b>Rent Commencement:</b>	Three (3) Months after Delivery Date.
<b>Security Deposit:</b>	Two (2) months of Rent

- Prepayments:** Upon execution, Tenant shall pay its first month's gross rent including sales tax.
- Tenant's Work:** All Tenant's Work must be approved by Landlord and shall be conducted by a general contractor licensed in the State of Florida.
- Utilities:** Tenant shall be responsible for electricity, water, phone, and gas (if applicable).
- Landlord's work:** Tenant shall accept the premises in its "AS IS" Conditions. NEW CONSTRUCTION.
- Lease Form:** The Lease will be a traditional triple net lease basis.
- Real Estate Commission:** The Landlord and Tenant acknowledge that they have not dealt with any real estate broker(s) in this transaction other than Chariff Realty Group representing the Tenant and CBRE representing the Landlord. Landlord shall be responsible for the payment of the brokerage commission to Broker(s). Chariff Realty Group shall be entitled to a commission of 4% of the gross lease value and to include any expansion or extensions, so long as Chariff Realty produces an exclusive representation agreement for any extension or expansion. Such commission shall be paid 50% upon Tenant executing a lease agreement and the remaining 50% upon Tenant paying rent.

The schedule of Base Rent and Operating Expenses due over the initial term are illustrated in the following chart:

<b>Square Feet:</b>		<b>24,991</b>					
<b>Base Rent:</b>		<b>\$ 18.50</b>					
<b>Annual Increase:</b>		<b>4%</b>					
<u>Year</u>	<u>PSF Base Rent</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>PSF Operating Expenses</u>	<u>Monthly Operating Expenses</u>	<u>Annual Operating Expenses</u>	<u>Total Base Rent &amp; Opex</u>
1	\$ 18.50	\$38,527.79	\$462,333.50	\$ 4.61	\$ 9,600.71	\$115,208.51	\$577,542.01
2	\$ 19.24	\$40,068.90	\$480,826.84	\$ 4.79	\$ 9,984.74	\$119,816.85	\$600,643.69
3	\$ 20.01	\$41,671.66	\$500,059.91	\$ 4.99	\$10,384.13	\$124,609.52	\$624,669.44
4	\$ 20.81	\$43,338.53	\$520,062.31	\$ 5.19	\$10,799.49	\$129,593.91	\$649,656.22
5	\$ 21.64	\$45,072.07	\$540,864.80	\$ 5.39	\$11,231.47	\$134,777.66	\$675,642.46

## **ANALYSIS**

The City has been actively seeking new property options to accommodate the Miami Beach Police Department's (MBPD) operational needs. After evaluating multiple locations, Staff found the average rent range between \$17.00 per square foot and \$24.00 per square foot for warehouse spaces. Many of the warehouse options were dated and in immediate need of renovation and/or infrastructure improvements, which would prove to be costly for the City. The proposed lease at 14101 NW 57th Avenue, Miami Lakes, FL 33054, was determined to be the most suitable option. This facility, a newly constructed building, consists of approximately 24,991 rentable square feet and includes 2,200 square feet of air-conditioned office space. The space offers 32-foot ceiling heights, an extra-wide ramp to accommodate large equipment deliveries, and an up-to-date fire and life safety system, ensuring compliance with operational and safety standards. Additional details about the property can be found in the Property Brochure, attached as **Exhibit B**.

Under the proposed lease terms, the base rent was negotiated down to \$18.50 per square foot on a triple-net basis, plus applicable sales tax. The lease includes an initial term of five years from the rent commencement date, with an option to renew for an additional four years and 364 days. The base rent will increase by 4% annually starting on the thirteenth month of the lease term. In addition to base rent, the tenant is responsible for its pro rata share of allocated expenses, which are estimated at \$4.61 per square foot for 2025..

### **FISCAL IMPACT STATEMENT**

The financial impact of this lease agreement is based on the established lease terms and associated costs. Over the initial lease term, the City will pay base rent calculated at \$18.50 per square foot with annual increases of 4%. The estimated operating expense reimbursements, calculated at \$4.61 per square foot for 2025, will contribute to the overall financial obligations of the lease and may be subject to adjustments in subsequent years. The Lease Agreement, attached as Exhibit C, provides further details on these financial obligations.

To secure the lease, the City will provide a security deposit equivalent to two months' rent. The brokerage commission associated with this lease agreement will be paid by the Landlord, who has agreed to compensate Chariff Realty Group with a commission equal to 4% of the gross lease value.

As the unit is a newly constructed space, the City will accept the premises in its "as-is" condition, with no additional tenant improvement reimbursements required. This Lease Agreement provides a cost-effective and long-term solution for MBPD's operational needs, ensuring uninterrupted law enforcement services while optimizing resource allocation and financial efficiency.

### **Does this Ordinance require a Business Impact Estimate?**

(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:

See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notice/>

### **FINANCIAL INFORMATION**

### **CONCLUSION**

The Lease Agreement with BCPF AVE, LLC ensures the continued availability of critical storage and operational resources for the Miami Beach Police Department. With the current lease at 6700 NW 36th Avenue set to expire and the facility no longer meeting operational needs, transitioning to a new location with increased square footage and a more modern facility is the most efficient and cost-effective solution. This move will enhance MBPD's ability to store and manage law enforcement resources while improving long-term operational efficiency. By securing this lease, the City upholds its commitment to public safety, crime prevention, and efficient resource allocation. Based on the foregoing, the Administration recommends the Mayor and City Commission adopt the resolution approving a Lease Agreement between the City, as Tenant, and BCPF AVE, LLC, as Landlord, for approximately 29,991 square feet of warehouse space located at 14101 NW 57<sup>th</sup> Ave, Miami Lakes, FL 33054, for use by MBPD personnel.

**Applicable Area**

Citywide

**Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?**

No

**Is this item related to a G.O. Bond Project?**

No

**Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying?** No

If so, specify the name of lobbyist(s) and principal(s):

**Department**

Facilities and Fleet Management

**Sponsor(s)**

**Co-sponsor(s)**

**Condensed Title**

Approve Lease Agmt w/ BCPF Ave, LLC, Warehouse Space at 141 NW 57th Ave for MBPD. FF

**Previous Action (For City Clerk Use Only)**



February 25, 2025

Reference: **14101 NW 57<sup>th</sup> Ave**  
**Miami Lakes FL 33054 ("Building")**

Dear Devin,

I am pleased to present the following general terms and conditions upon which **The City of Miami Beach (Tenant)** would consider entering into a lease for the premises referenced below:

**Tenant:** City of Miami Beach

**Address:** 1700 Convention Center Drive, Miami Beach, FL 33139

**Landlord:** BCPF AVE LLC

**Premises:** 14101 NW 57<sup>th</sup> Ave, Miami Lakes, FL 33054

**Size of Premises:** Approx. 24,991 rentable square foot ("RSF")

**Tenant Use:** Office and Storage

**Lease Term:** Five (5) years from Rent Commencement

**Base Rent:** \$18.50 triple net per square foot plus applicable sales tax

**Option to Renew:** Option to Renew for one additional four (4) year + 364-day term

Notice for Tenant's renewal is 12 months prior to the expiration. The terms of the Option to Renew will be at FMV and will be AS IS

**Rent Increases:** The Base Rent will escalate by 4% per annum starting at Month 13.

**Additional Rent:** Tenant shall pay its pro rata share of the allocated expenses. The operating expenses are estimated to be \$4.61 per square foot.

**Lease**

**Commencement:** The Lease Commencement date is August 1, 2025.

**Right to**

**Terminate:** Landlord shall grant Tenant a one-time Right to Terminate the lease at Month 40 by providing twelve (12) months' prior written notice. The penalty to terminate will be 6 months of gross rent.

**Delivery Date:** August 1, 2025

**Rent**

**Commencement:** Three (3) Months after Delivery Date.

**Security Deposit:** Two (2) months of Rent

**Prepayments:** Upon execution, Tenant shall pay its first months' gross rent including sales tax.

**Tenant's Work:** All Tenant's Work must be approved by Landlord and shall be conducted by a general contractor licensed in the State of Florida.

**Utilities:** Tenant shall be responsible for electricity, water, phone, and gas (if applicable).

**Landlord's work:** Tenant shall accept the premises in its "AS IS" Conditions.

**Lease Form:** Modified Gross Lease Agreement to be prepared by Landlord. The Lease will be a traditional triple net lease basis.

**Real Estate**

**Commission:** The Landlord and Tenant acknowledge that they have not dealt with any real estate broker(s) in this transaction other than Chariff Realty Group representing the Tenant and CBRE representing the Landlord. Landlord shall be responsible for the payment of the brokerage commission to Broker(s). Chariff Realty Group shall be entitled to a commission of 4% of the gross lease value and to include any expansion or extensions, so long as Chariff Realty produces an exclusive representation agreement for any extension or expansion. Such commission shall be paid 50% upon Tenant executing a lease agreement and the remaining 50% upon Tenant paying rent.

This proposal is non-binding on either party but is created and accepted in good faith for both parties to proceed as diligently as possible. The parties understand that neither will be subject to any binding and enforceable obligations until such time as a lease



incorporating the agreed upon terms and conditions has been fully executed by the parties. If not accepted, this offer will be withdrawn by February 27, 2025.


I look forward to working with you towards the successful conclusion of this transaction.

Very truly yours,

Luis Guevara,  
Chariff Realty Group

Agreed and accepted as stated on this 18th of March, 2025.

By:

DocuSigned by:  
 Ian Robinson  
09DDDD7AA4DC4AC...

Signature:

On Behalf of: City of Miami Beach Police Department

Its: \_\_\_\_\_



# Red Road Commerce Center

**For Lease**

14101 NW 57th Avenue, Miami, FL 33054

BARINGS

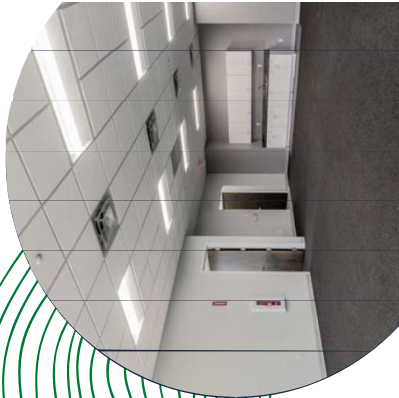
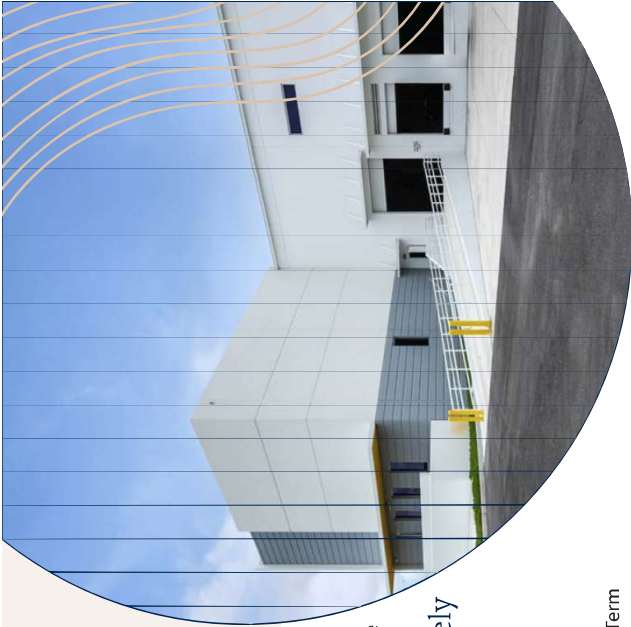
CBRE

# Property Features

Red Road Commerce Center is a brand new construction, Class A Industrial warehouse totaling ±86,811 SF.

With its central location and proximity to main thoroughfares in South Florida, Red Road Commerce Center will attract all users looking to upgrade and modernize their operations.

±5.00 Ac	±86,811 SF	75 spaces	EV
Land Size	Building Size	Car Parking	Charging On-Site
32'	26 docks, 4 ramps	±1,529-±2,260 SF	Immediately
Clear Height	Loading Positions	Spec Office	Available Date
54' W	R-19	\$4.61 PSF	3 Years
Column Spacing	Roof Insulation	Estimated OpEx	Minimum Lease Term



# Site Plan



## Unit 1

- ▲ ±28,986 SF total
- ▲ ±26,726 SF warehouse
- ▲ ±2,260 SF spec office
- ▲ 7 docks, 1 ramp
- ▲ 127' building depth

## Unit 2

- ▲ ±14,720 SF total
- ▲ ±13,191 SF warehouse
- ▲ ±1,529 SF spec office
- ▲ 4 docks, 1 ramp
- ▲ 127' building depth

## Unit 3

- ▲ ±18,114 SF total
- ▲ ±16,585 SF warehouse
- ▲ ±1,529 SF spec office
- ▲ 8 docks, 1 ramp
- ▲ 105' building depth

## Unit 4

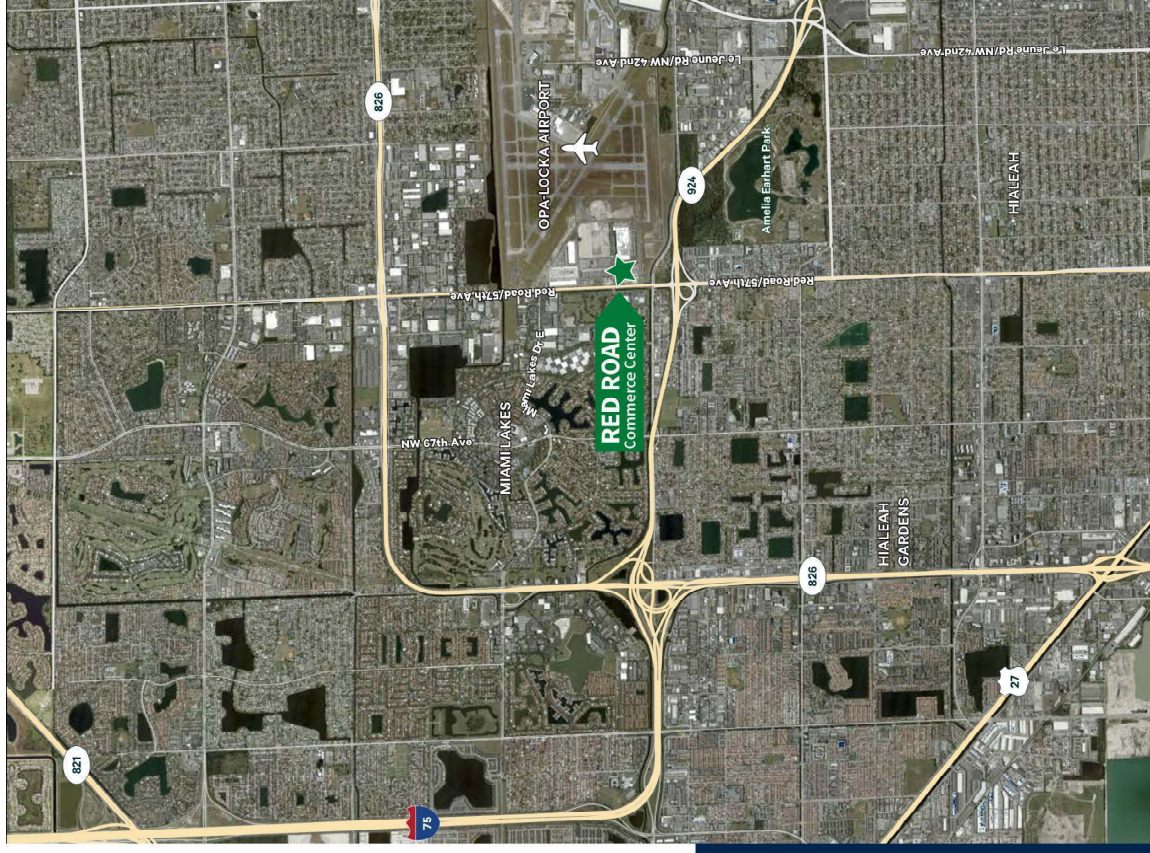
- ▲ ±24,991 SF total
- ▲ ±22,731 SF warehouse
- ▲ ±2,260 SF spec office
- ▲ 7 docks, 1 ramp
- ▲ 105' building depth





# Location

- ▲ Centrally located on NW 57th Avenue/Red Road and NW 140th Street, just minutes to I-95, the Palmetto Expressway (SR 826), the Gratiigny Expressway, and I-75
- ▲ Miami Lakes submarket
- ▲ 10 miles to Miami International Airport cargo terminals
- ▲ 15 miles to PortMiami
- ▲ 20 miles to Fort Lauderdale-Hollywood International Airport
- ▲ 22 miles to Port Everglades
- ▲ Restaurants, retail and amenities located within a 3-mile radius



## Contact

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A LEASE AGREEMENT BETWEEN THE CITY ("TENANT") AND BCPF AVE, LLC ("LANDLORD"), BASED UPON THE ESSENTIAL TERMS SET FORTH IN THIS RESOLUTION, FOR LEASE OF APPROXIMATELY 24,991 SQUARE FEET OF WAREHOUSE SPACE, LOCATED AT 14101 NW 57TH AVENUE, MIAMI LAKES, FL 33054 ("PREMISES"), TO BE USED BY THE MIAMI BEACH POLICE DEPARTMENT ("MBPD") FOR STORAGE; SAID LEASE HAVING AN INITIAL TERM OF FIVE (5) YEARS, COMMENCING ON AUGUST 1, 2025, WITH ONE (1) RENEWAL TERM OF FIVE (5) YEARS AT THE OPTION OF THE CITY MANAGER; AND FURTHER, FOLLOWING COMPLETION OF SUCCESSFUL NEGOTIATIONS AND REVIEW AND APPROVAL BY THE CITY ATTORNEY, AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT.**

**WHEREAS**, the Miami Beach Police Department ("MBPD") provides critical law enforcement services, crime prevention programs, and community engagement initiatives to the residents and visitors of Miami Beach; and

**WHEREAS**, MBPD currently leases an 18,200 square-foot warehouse located at 6700 NW 36th Avenue, Miami, Florida, for evidence storage, vehicle storage, and operational equipment; and

**WHEREAS**, the existing lease is set to expire on September 30, 2025 and continued use of this warehouse facility has become impracticable because the space does not have sufficient capacity to meet MBPD's expanding operational needs and the space has significantly deteriorated, increasing the City's maintenance costs; and

**WHEREAS**, the current landlord intends to increase rent to market value, estimated between \$17.00 to \$21.00 per square foot, further making retention of the existing facility an imprudent business decision; and

**WHEREAS**, the City Administration has identified and is in the process of negotiating a Lease Agreement with BCPF AVE, LLC ("Landlord") for use of a newly constructed 24,991 square-foot warehouse facility, located at 14101 NW 57th Avenue, Miami Lakes, Florida 33054, which offers improved infrastructure, up-to-date fire and life safety, and operational efficiency for MBPD's needs; and

**WHEREAS**, the proposed Lease Agreement includes the following key terms:

**Tenant:** City of Miami Beach, Florida municipal corporation

**Landlord:** BCPF AVE, LLC, a Delaware limited liability company

**Premises:** 14101 NW 57th Avenue, Miami Lakes, FL 33054

**Size:** Approximately 24,991 rentable square feet

**Use:** Office and storage for MBPD operations

**Lease Term:** Five (5) years from Rent Commencement

**Base Rent:** \$18.50 per square foot, triple net

**Rent Escalation:** 4% annual increase starting in Month 13

**Operating Expenses:** Estimated at \$4.61 per square foot in 2025

**Renewal Option:** One (1) option to renew for five (5) years, with rent adjusted to fair market value but not less than a 4% increase over the previous year's base rent

**Security Deposit:** Equivalent to two (2) months' rent

**Right to Terminate:** Tenant has the right to terminate the lease at month Forty (40) with twelve (12) months' prior written notice to Landlord and payment of a penalty of six (6) months' Base Rent and Operating Expenses

**Lease Commencement Date:** August 1, 2025

**Rent Commencement Date:** Three (3) months after Lease Commencement

**Utilities:** Tenant responsible for electricity, water, phone, and gas (if applicable)

**Tenant's Work:** Must be approved by Landlord and performed by a licensed general contractor

**Lease Form:** Traditional triple-net lease; and

**WHEREAS,** securing this lease will enhance MBPD's ability to store and manage law enforcement resources efficiently, ensuring uninterrupted public safety services and improving long-term operational sustainability; and

**WHEREAS,** based on the competitive lease terms, increased operational capacity, and improved facility conditions, the City Manager recommends negotiating a Lease Agreement based upon the essential terms set forth in this Resolution, and following completion of successful negotiations and review and approval by the City Attorney, executing the Lease Agreement.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission hereby authorize the City Manager to negotiate a Lease Agreement between the City ("Tenant") and BCPF AVE, LLC ("Landlord"), based upon the essential terms set forth in this Resolution, for lease of approximately 24,991 square feet of warehouse space, located at 14101 NW 57th Avenue, Miami Lakes, Florida 33054, to be used by the Miami Beach Police Department (MBPD) for storage; said Lease Agreement having an initial term of five (5) years, commencing on August 1, 2025, with one (1) renewal term of five (5) years at the option of the City Manager; and further, following completion of successful negotiations and review and approval by the City Attorney, authorize the City Manager to execute the Lease Agreement.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2025.

**ATTEST:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

\_\_\_\_\_  
Steven Meiner, Mayor

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

4/22/2025  
\_\_\_\_\_  
Date