

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2024-243

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO LEASE WITH BOGEY GRILL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE CITY-OWNED PROPERTY 2001 GRANADA BOULEVARD, CORAL GABLES, FL 33134 TO AMEND THE DATES OF POSSESSION, RENT COMMENCEMENT, AND TO BE OPEN FOR BUSINESS TO THE PUBLIC ESTABLISHED IN THE LEASE.

WHEREAS, On July 25, 2024, pursuant to Resolution No. 2024-53, the City of Coral Gables (the “Landlord”) entered a Lease with Bogey Grill, LLC (the “Tenant”) for the restaurant space located at 2001 Granada Boulevard, Coral Gables FL, 33134 (the “Premises”); and

WHEREAS, the Lease established possession date, rent commencement date, and the date that the restaurant was to be open for business to the public; and

WHEREAS, the possession date, rent commencement date, and the date that the restaurant was to be open for business to the public were dependent on the day the City’s Capital Improvement Division achieved Certificate of Occupancy (CO) for the restaurant which occurred September 24, 2024; and

WHEREAS, the Lease established Possession Date was to be seven (7) days from the CO (October 1, 2024), the Rent Commencement Date was to be thirty (30) days from the CO (October 24, 2024), and the Open for Business to the Public Date was to be ten (10) days from Rent Commencement Date (November 3, 2024); and

WHEREAS, on October 1, 2024, the Tenant requested, and the Landlord agreed, to amend the Lease to modify the established dates for the Possession Date to be October 14, 2024, for the Rent Commencement Date to be November 7, 2024, and for the Open for Business to the Public Date to be November 18, 2024; and

WHEREAS, Tenant has further advised that due to impending weather emergencies throughout the state, Tenant is having challenges binding insurance coverage such that the Possession Date may need to be further modified and the City Commission agrees that the City Manager and City Attorney may modify the Possession Date to such date after Tenant has obtained all necessary insurance coverage;

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 First Amendment to 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 upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS EIGHTH DAY OF OCTOBER, A.D., 2024.

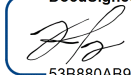
(Moved: Anderson / Seconded: Menendez)

(Yeas: Castro, Fernandez, Menendez, Anderson, Lago)

(Unanimous: 5-0 Vote)

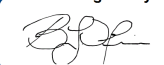
(Agenda Item: D-6)

APPROVED:

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VINCE LAGO
MAYOR

ATTEST:

DocuSigned by:

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BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by:

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CRISTINA M. SUAREZ
CITY ATTORNEY

**FIRST AMENDMENT TO THE RETAIL LEASE AGREEMENT BETWEEN CITY OF
CORAL GABLES AND BOGEY GRILL, LLC**

This First Amendment (“Amendment”) to the Retail Lease Agreement entered into as of _____ day of October 2024 by and between the City of Coral Gables (the “Landlord”) and Bogey Grill, LLC (the “Tenant”) and provides for amendment to various terms in the Lease. The Landlord and Tenant shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, the Landlord and Tenant entered into a Retail Lease Agreement on July 25, 2024 (the “Lease”), concerning a portion of the real property located at 2001 Granada Boulevard, Coral Gables, FL 33134; and

WHEREAS, pursuant to that Lease, the Landlord has leased to the Tenant certain premises (the “Premises”) as defined in the Lease; and

WHEREAS, Tenant has requested, and City has agreed, to amend the Lease in order to modify certain terms including, the rent commencement date, possession date, and related terms; and

WHEREAS, Landlord has completed the Renovations defined in the Lease as evidenced by the issuance of a final Certificate of Occupancy on September 24, 2024 and pursuant to the Lease, Landlord was ready to deliver the Premises to Tenant on October 1, 2024, with the Rent Commencement Date of the earlier of (1) the date in which Tenant opens for business to the public or (ii) thirty (30) days following issuance of the Certificate of Occupancy; and

WHEREAS, Tenant has requested that the Landlord delay the delivery of the Premises until October 14, 2024 and requested that the Rent Commencement Date be amended to begin November 7, 2024; and

WHEREAS, the Lease requires that Tenant open for business to the public within ten (10) days of the Rent Commencement Date, and Tenant has requested that date be modified to account for the proposed modifications to the Possession Date and Rent Commencement Date; and

NOW, THEREFORE, in consideration of the foregoing, the promises and mutual covenants set forth in this Amendment and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals**. The above recitals are true and correct and are incorporated herein as if set forth in full.
2. **Defined Terms**. All capitalized terms not defined in this Amendment shall have the same meanings as set forth in the Lease. All references in the Lease and herein to the term “**Lease**” shall mean the Lease as amended by this Amendment.

- 3. **Possession Date.** The Possession Date defined in Section II of the Lease and referenced throughout the Lease, shall be amended to mean October 14, 2024.
- 4. **Rent Commencement Date.** The Rent Commencement Date defined in Section IV of the Lease and referenced throughout the Lease shall be amended to mean November 7, 2024.
- 5. **Open for Business to the Public.** Section XXIII(A)(6)(a) of the Lease shall be replaced in its entirety as follows:
SECTION XXIII.- DEFAULT

A. Tenant shall be in default if any one of more of the following events (herein sometimes called “Events of Default”) shall happen:

(6) if Tenant

(a) fails to open for business to the public by November 18, 2024, or

6. Except as otherwise provided herein, all terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first written above.

LANDLORD:

**CITY OF CORAL GABLES, a
municipal corporation of the State of Florida**

By: _____

Amos Rojas, Jr.
City Manager

ATTEST:

BY: _____

Billy Y. Urquia

City Clerk

Approved as to form and legal sufficiency.

By: _____

Cristina M. Suárez
City Attorney

TENANT:

**Bogey Grill, LLC a
Florida Limited liability company**

Rhonda Tennyson
By: _____
Name: Rhonda Tennyson
Title: VP of Operations

ATTEST/WITNESS:

By: _____
Name: _____

By: _____
Name: _____