

## NMCRA COMMERCIAL GRANTS PROGRAM

### BUSINESS ATTRACTION & EXPANSION GRANT AGREEMENT

**THIS GRANT AGREEMENT** (the “Agreement”) is made and entered into as of June 13, 2023, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “NMCRA”), having an address at 735 N.E. 125<sup>th</sup> Street, Suite 100, North Miami, Florida 33161, and **JM SPORTS BAR LLC d/b/a THE KATZ RESTAURANT AND LOUNGE**, a Florida limited liability company (the “Grantee”) having an address at 738 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161.

#### RECITALS

1. The Commercial Grants Program (the “Program”) facilitates improvements to business and residential structures in the NMCRA’s Community Redevelopment Area by providing financial assistance for, among other things, interior and exterior improvements, while also reducing the incidence of slum and/or blighted conditions in the NMCRA Redevelopment Area.

2. The Program will fund up to fifty percent (50%) of the total cost of interior and/or exterior improvements to the owners or lessees of eligible commercial buildings in an amount up to One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) or such other higher amount as may be approved by the NMCRA Board per building on a reimbursement basis.

3. Grantee is the tenant of the real property as more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”) with an address of 738 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161, and Grantee has applied to the CRA for a Business Attraction and Expansion Grant with the scope of work to include exterior and interior renovations, kitchen renovation, signage and façade improvements.

4. At duly noticed public meetings held on March 14, 2023 and June 13, 2023, the NMCRA Board approved an award to the Grantee of a Business Attraction and Expansion Grant in the amount of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) (the “Grant”) for renovations on the Property in accordance with the terms and conditions of this Agreement including, but not limited to, the program guidelines attached hereto as Exhibit “B” and by this reference made a part hereof (the “Program Guidelines”) and the scope of work and budget for the project attached hereto as Exhibit “C” and by this reference made a part hereof (the “Project” or “Scope of Work”).

5. The Grantee desires to accept the Grant subject to the terms, conditions, and restrictions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

**Section 1. Recitals; Program Guidelines.** The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Grantee agrees to

abide by such terms and provisions. In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement will control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

**Section 2. Effective Term.** The term of this Agreement shall commence on the date when it has been executed by both parties (the “Effective Date”) and the obligation of the NMCRA to fund the Grant shall terminate one (1) year and ninety (90) days thereafter, unless sooner terminated by either party as set forth herein (the “Funding Termination Date”). In addition to any other rights and remedies of the NMCRA set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the NMCRA by the Funding Termination Date shall be forfeited and Grantee hereby waives any rights to such forfeited portion of the Grant. Notwithstanding the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

**Section 3. Scope of Work.** The Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Grantee for the performance of the Scope of Work subject to and in accordance with this Agreement and the Program Guidelines. The Grantee further agrees that the Grant shall only be disbursed in accordance with the attached budget in the amounts for each line item as set forth therein. The Grantee shall be responsible for the design, engineering, permitting, and construction of the Project. Grantee shall cause the Project to be commenced within ninety (90) days after the Effective Date and thereafter prosecuted with due diligence and continuity and will achieve final completion on or before the Funding Termination Date. Final completion shall be evidenced by a final certificate of occupancy or use, as applicable, issued by the City of North Miami (the “City”), free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection therewith. The Grantee agrees that the Scope of Work performed under this Agreement shall be performed in accordance with all applicable laws including the City’s land use and zoning requirements and the Florida Building Code. The Grantee agrees and represents that the contracts entered into by it for the Project shall require that its contractors, subcontractors, design professionals, engineers, and consultants possess the licenses required by applicable laws to cause to be performed the Scope of Work. Grantee shall provide the NMCRA with copies of the fully executed architect and contractor agreements and, at the request of the NMCRA, copies of the plans and specifications for the Project. Grantee represents and warrants that it will only engage Florida licensed architects and contractors for the Project.

**Section 4. Amount Payable.** Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded. The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the NMCRA. Availability of Grant funds shall be determined by the NMCRA, in its sole discretion. The Grantee waives any and all claims against the NMCRA for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the NMCRA, its board members, employees, consultants, attorneys, and/or agents (collectively the “Related Parties”) for the performance or non-performance of this Agreement and agrees to hold the NMCRA and the Related Parties harmless and release the NMCRA and the Related Parties from any

and all claims and liability under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

**Section 5. Reimbursement Procedures.** The NMCRA agrees to disburse the Grant to the Grantee on a reimbursement basis for expenses necessarily and properly incurred under this Agreement and paid by Grantee based on the Scope of Work and in accordance with the budget set forth therein all as approved by the NMCRA. Payment shall be made in accordance with the following procedures:

5.1 **Reimbursement Request.** Reimbursement requests are to be in writing and presented to the NMCRA by the Grantee only after payment has been made by Grantee for labor and materials as set forth in the Scope of Work. Without limiting the foregoing, reimbursement requests shall be made not more often than monthly and only after approximately twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) of the Scope of Work has been completed with such percentages based upon expenditure of overall Project costs. The NMCRA shall have the right to inspect and verify payment for all labor and materials prior to release of each reimbursement. By submitting a reimbursement request to the NMCRA, the Grantee shall be deemed to acknowledge and agree, and represent to the NMCRA, that (a) the work has progressed to the point indicated, (ii) the quality of the work is in accordance with the plans and specifications, and (iii) all monies previously paid by the NMCRA to the Grantee have been disbursed to the appropriate architect, contractors, consultants, subconsultants, subcontractors, materialmen, vendors, and miscellaneous suppliers based upon the prior reimbursement request. Notwithstanding the foregoing, the NMCRA may directly pay the Grantee's vendors provided that the NMCRA is provided with all documents required by Chapter 713, Florida Statutes, and the applicable contractor agreement(s) including partial and final waivers of lien, as well as a release by the Grantee, all in a form and substance acceptable to the NMCRA. Notwithstanding anything in this Agreement to the contrary, the NMCRA, in its sole discretion, shall withhold and retain a minimum of twenty percent (20%) of the Grant as the final reimbursement, which final reimbursement amount will be withheld until the Grantee provides the NMCRA with written documentation, in a form and substance acceptable to the NMCRA in all respects, certifying that the Project (i) is completed, (ii) all inspections have been passed and finalized, (iii) all permits have been closed and (iv) a Certificate of Occupancy has been issued. The foregoing is in addition to the expenditure report required by Section 5.2 below.

5.2 **Expenditure Report Required.** As part of each reimbursement request, Grantee shall submit to the NMCRA, for its review and approval, a detailed expenditure report with all invoices and proof of payment as well as any other information and documentation reasonably requested by the NMCRA. No request for reimbursement shall be processed without an expenditure report and the NMCRA reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the NMCRA. The payment of any reimbursement request by the NMCRA shall not be construed that the work or any portion hereof complies with (a) the Scope of Work, the contract documents, and plans and specifications and/or (b) applicable law including the Florida Building Code, it being acknowledged and agreed by the Grantee that it is the Grantee's sole responsibility to ensure the work complies with (a) and (b) above.

## **Section 6. Maintenance; Alterations.**

6.1 Maintenance. Following Final Completion of the Project and for a period of five (5) years thereafter, the Grantee, at its sole cost and expense shall be responsible for and perform all exterior and interior repairs and maintenance, and replacements relative to the Scope of Work. Maintenance, repairs and replacements shall be in quality and class comparable to the original construction, to preserve the Project in good working order and condition, reasonable wear and tear excepted.

6.2 Alterations. Following completion of the Project and for a period of five (5) years thereafter, the Grantee shall not, perform or cause to be performed any alterations to the Project including, without limitation, exterior or interior alterations and nonstructural or structural alterations without the prior written consent of the NMCRA in each instance; provided, however, the Grantee may make minor or cosmetic alterations without the consent of the NMCRA.

## **Section 7. Additional Requirements.**

7.1 Occupation Requirements. The Grantee is required to open for business within thirty (30) days from Final Completion of the Project, subject to extension for Force Majeure. For purposes of this Agreement, open for business means that the Grantee has received all City licenses (i.e., certificate of use and business tax receipt) and other governmental approvals for the use and occupancy of the Project for its intended use. If the foregoing occupational requirements are not met within one hundred eighty (180) days from Final Completion of the Project, notwithstanding anything in this Agreement to the contrary, all funding or Grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the NMCRA the portions of the Grant disbursed subject to the limitations set forth in Section 12.2 below.

7.2 Job Creation, Retention and Verification. The Grantee hereby agrees that preference for all jobs (including construction positions) related to the Project will be given (a) first to Community Redevelopment Area (“CRA”) residents and (b) second, to City residents for all remaining jobs. The Grantee agrees to use its best efforts to comply with (a) and (b) above for a period of five (5) years following Final Completion. Grantee hereby acknowledges and agrees that the funding by the NMCRA is predicated upon this covenant by the Grantee, that the failure of the Grantee to use its best efforts to comply with this objective will constitute a material default under the terms of this Agreement. Accordingly, if the Grantee fails to hire any employees from the CRA and/or the City and cannot demonstrate in writing to the reasonable satisfaction of the NMCRA that the Grantee used its best efforts, and that any such failure shall require the Grantee to repay the Grant provided by the NMCRA in full as set forth in the last sentence of this Section 7.2. For purposes of this Agreement, a “job” shall mean a full-time job or the equivalent thereof (consisting of at least 30 hours per week of employment and eligibility for all customary benefits generally available for full-time employees of the Grantee) with the Grantee, at a wage at least equal to Living Wage Ordinance promulgated by the County. Notwithstanding anything in this Agreement to the contrary, in the event of a breach by Grantee of this Section 7.2 that remains uncured for thirty (30) days following written notice from the NMCRA, the NMCRA may seek reimbursement of the Grant as a remedy pursuant to Section 12.2 below.

7.3 Verification of Jobs. Upon commencement of business operations and every six (6) months following Final Completion, the Grantee shall submit a written certification to the NMCRA stating that the Grantee's baseline job numbers are either in compliance or not in compliance with the requirements of Section 7.2. Such certification shall be signed by an officer of Grantee as being true and correct in all material respects. If at any time the NMCRA reasonably believes that that Grantee is in default of the requirements of Section 7.2, upon notice, the NMCRA, or its designee, shall be provided full and complete access to all records of the Grantee that would be reasonably necessary to verify the number and types of jobs created, and the wages paid to employees. Subject to the notice and grace provisions of Section 13, failure to provide such access upon reasonable request shall constitute a material default under the terms of this Agreement. With respect to all information to be obtained pursuant to this Section, the NMCRA shall, to the extent permitted by law comply with all privacy, employment and other laws applicable thereto.

**Section 8. Relationship of the Parties.** The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the NMCRA, but are only recipients of funding support, and is not an agent or instrumentality of the NMCRA or entitled to any employment benefits by the NMCRA.

**Section 9. Assignment.** This Agreement and participation in the Program are not transferable to new property owners or lessees. New property owners or lessees must re-apply to participate in the Program and are subject to the "Past Program Participation" restrictions set forth in the Program Guidelines. If the Grantee is the owner of the Property and either (a) the Grantee sells, transfers, conveys, or otherwise alienates the Property, in whole or in part or (b) there is a change of forty-nine percent (49%) or more of the ownership or control of the Grantee (either through a single transaction or the aggregate of multiple transactions) during the term of this Agreement or during the five (5) year period following completion of the Project, all funding or Grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the NMCRA one hundred percent (100%) of the Grant received through the Program. If the Grantee is the lessee of the Property and either (a) the Grantee sells, transfers, conveys, or otherwise assigns its interest in the Lease, in whole or in part, (b) there is a change of forty-nine percent (49%) or more of the ownership or control of the Grantee (either through a single transaction or the aggregate of multiple transactions), and/or (c) the lease is terminated for any reason whatsoever during the term of this Agreement or during the five (5) year period following completion of the Project, all funding or grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the NMCRA one hundred percent (100%) of the Grant received through the Program.

**Section 10. Miami-Dade County Requirements.**

Grantee acknowledges and agrees that the following provisions are required pursuant to that certain Interlocal Cooperation Agreement, as amended, by and among the County, the City and the NMCRA (the "ICA"). The Grantee agrees that such provisions constitute material obligations on the part of the Grantee and that Grantee shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

10.1 Community Benefits Agreements. The ICA requires all entities or contractors contracting with or receiving grants from the NMCRA for new commercial and residential developments to be constructed within the NMCRA Redevelopment Area in an amount of \$200,000 or more, or such other amount as may be established by the Board of County Commissioners, to enter into a community benefits agreement with the NMCRA which will benefit primarily the residents of the NMCRA Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the NMCRA Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the NMCRA is required to ensure that such entity or contractor complies with wage requirements, as applicable, established by the County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible. Grantee and the NMCRA acknowledge and agree that (a) this Agreement is intended to constitute the community benefits agreement and (b) the Grantee is required to ensure compliance with wage requirements, as applicable, established by the County's Living Wage or Responsible Wage Ordinances, pursuant to Code Section 2-8.9 and 2-11.16, respectively, or pay higher wages and benefits, as are feasible.

10.2 Recovery of Grant Funds. The ICA requires the NMCRA to include in its contracts or grant agreements a "clawback" provision that requires the NMCRA to "clawback" or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the NMCRA by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible. Grantee and the NMCRA acknowledge and agree that Section 12 of this Agreement is intended to constitute the clawback provisions required by the ICA.

## **Section 11. Books and Records; Public Records, Reports, Reporting.**

11.1 Books and Records. The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Project. Upon the request of the NMNCRA, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the NMNCRA or any of its authorized representatives at all reasonable times during normal business hours. The NMNCRA shall be entitled to make such copies of the books and records as the NMNCRA deems appropriate. The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following Final Completion. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

11.2 Public Records. Both Parties understand that the NMCRA is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable Florida Statutes. The Grantee agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the Grantee, to include emails, email addresses, a copy of this Agreement, and any deliverables under this Agreement, are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute. If the materials provided by the

Grantee do not fall under a specific exemption, under Florida or federal law, materials provided by the Grantee to the NMCRA would have to be provided to anyone making a public records request. It will be the Grantee's duty to identify the information, which it deems is exempt under Florida law, and to identify the statute by number, which exempts that information.

11.2.1 Grantee shall ensure that public records which are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement and following termination of the Agreement if the Grantee does not transfer the records to NMCRA.

11.2.2 Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the NMCRA. The Grantee shall direct individuals requesting public records to the public records custodian listed below. Should any person or entity make a public request of the NMCRA which requires or would require the NMCRA to allow inspection or provide copies of records which the Grantee maintains are exempt from public records laws or are confidential, it shall be the Grantee's obligation to provide the NMCRA within seven (7) days of notification by the NMCRA to the Grantee of the request, of the specific exemption or confidentiality provision so the NMCRA will be able to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

11.2.3 Should the NMCRA face any kind of legal action to require or enforce inspection or production of any records provided by Grantee to the NMCRA which Grantee maintains are exempt or confidential from such inspection/production as a Public Record, Grantee shall hire and compensate attorney(s) who shall represent the interests of the NMCRA as well as the Grantee in defending such action. The Grantee shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

**IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE NMCRA'S CUSTODIAN OF PUBLIC RECORDS CITY CLERK'S OFFICE, CITY OF NORTH MIAMI, 776 N.E. 125TH STREET, NORTH MIAMI, FLORIDA 33161, PHONE (305) 895-9817, [VAJOSEPH@NORTHMIAMIFL.GOV](mailto:VAJOSEPH@NORTHMIAMIFL.GOV)**

## **Section 12. Breach of Agreement; Remedies.**

12.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee fails to complete the Project as set forth in this Agreement; (b) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (c) the Grantee does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) the Grantee fails to submit a detailed expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures to support reimbursement requests; (e) the Grantee refuses to allow the NMCRA access to records or refuses to allow the NMCRA to monitor, evaluate, and review the Grantee's Project; (f) a transfer or assignment occurs within five (5) years following completion of the Project as set forth in Section 9 above, (g) the Grantee makes or allows to be made any changes, alterations, or modifications to the completed Project without the prior written consent of the

NMCRA, (h) the Grantee discriminates in violation of any Federal, State, or local law; (i) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (j) the Grantee fails to obtain final certificates of occupancy or completion, as applicable, for the Project; (k) the Grantee fails to perform or improperly performs any of its obligations set forth in this Agreement; (l) Grantee defaults in its obligations under any other agreements entered into between the NMCRA and/or the City and Grantee; (m) an event of default occurs with respect to any loan to the Grantee; (n) an event of default occurs with respect to the Lease or the Lease is terminated, assigned (in whole or in part) or there is a sublease of the premises (in whole or in part); and/or (o) Grantee fails to operate its business from the Property. With respect to subsections (m) and (n), the Grantee agrees to provide the NMCRA with copies of any notices of default given by any lender and/or landlord.

**12.2 Remedies.** Immediately upon the breach of this Agreement by Grantee as set forth in Section 12.1 above, in addition to all rights and remedies available at law or in equity and as may be set forth herein, the NMCRA may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the City may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the NMCRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

**12.3 No Waiver.** No express or implied consent or waiver by the NMCRA to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the NMCRA to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the NMCRA of its rights hereunder. The giving of consent by the NMCRA in any one instance will not limit or waive the necessity to obtain the NMCRA's consent in any future instance.

**12.4 Security Interest.** In order to secure Grantee's obligations to reimburse and/or repay the Grant as required by this Agreement, Grantee hereby pledges, grants, conveys, and assigns to the NMCRA a continuing lien and security interest upon the Collateral (as defined below). Grantee represents and warrants to the NMCRA that, upon the filing and recording of UCC financing statements with the Florida Secured Transactions Registry and Miami-Dade County, respectively, the lien granted pursuant to this Agreement will constitute a valid, perfected lien on the Collateral, enforceable as such against all creditors of Grantor and second in priority only to any institutional lenders identified in writing by Grantee to NMCRA at the time of execution of this Agreement. Upon satisfaction in full of Grantee's obligations hereunder including, but not limited to the maintenance requirements in Section 6 above, NMCRA's security interest under this Agreement shall terminate and NMCRA shall execute and deliver to the Grantee a UCC-3 termination statement or similar documents and agreements to terminate all of NMCRA's security interest rights under this Agreement. For purposes of this Agreement, "Collateral" shall mean: All

furnishings, fixtures, equipment, and other personal property of Grantee, or in which Grantee has any interest, whether now owned or hereafter acquired or created, wherever located, including (but not limited to), all Goods, Equipment, Inventory, Accounts, Deposit Accounts, Fixtures, General Intangibles, Goods, Documents, Documents of Title, Instruments, Contract Rights, Chattel Papers, and all books and records relating to any of the foregoing together with all additions, accessions, substitutions, changes, renewals, and replacements of all or any of the foregoing in part or in whole, and all Proceeds and Products of the foregoing, and all other personal property of Grantee now owned or hereinafter acquired and wherever located. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Florida Revised Uniform Commercial Code - Secured Transaction, Chapter 679, Florida Statutes (2019) or as incorporated therein by reference therein.

12.5 Miami-Dade County Requirements. Grantee acknowledges and agrees that the following provisions are required pursuant to that certain Interlocal Cooperation Agreement, as amended, by and among the County, the City and the NMCRA (the “ICA”). The Grantee agrees that such provisions constitute material obligations on the part of the Grantee and that Grantee shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

12.5.1 Recovery of Grant Funds. The ICA requires the NMCRA to include in its contracts or grant agreements a “clawback” provision that requires the NMCRA to “clawback” or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the NMCRA by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney’s fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible. Grantee and the NMCRA acknowledge and agree that Section 13 of this Agreement is intended to constitute the clawback provisions required by the ICA.

**Section 13. Indemnification by Grantee.** The Grantee hereby covenants and agrees to indemnify and hold harmless the NMCRA and the Related Parties from and against all liability, losses, or damages, including attorneys’ fees and costs, at both the trial and appellate levels, which the NMCRA and the Related Parties may suffer as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to NMCRA) all claims, suits, or actions of any kind or nature in the name of the NMCRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the NMCRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the NMCRA’s right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the NMCRA does not waive sovereign immunity, and no claim or award against the NMCRA shall include attorney’s fees, investigative costs, or pre-judgment interest.

**Section 14. Notices.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the NMCRA designate the following as the respective places for giving such notice:

NCMRA: Anna-Bo Emmanuel, Esq., Executive Director  
North Miami Community Redevelopment Agency  
735 N.E. 125<sup>th</sup> Street, Suite 100  
North Miami, Florida 33161  
Telephone No. (305) 895-9839  
Facsimile No. (305) 895-9822

Copy to: Steven W. Zelkowitz, Esq., NMCRA Attorney  
Taylor English Duma LLP  
2 S. Biscayne Boulevard, Suite 2050  
Miami, Florida 33131  
Telephone No. (786) 840-1437  
Facsimile No. (770) 434-7376

Grantee: Edwine Pierre Mathurin  
JM Sports Bar LLC d/b/a The Katz Restaurant and Lounge  
738 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Telephone No. (786) 564-8612  
Facsimile No. (\_\_\_\_) \_\_\_\_\_

**Section 15. Inspections.** At any time during normal business hours, the NMCRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

**Section 16. Limitation of Liability.** The NMCRA desires to enter into this Agreement only if in so doing the NMCRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of \$100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the NMCRA for any action or claim arising from this Agreement to be limited to the sum of \$100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that NMCRA shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of \$100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the NMCRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the NMCRA does not waive sovereign

immunity, and no claim or award against the NMCRA shall include attorney's fees, investigative costs or pre-judgment interest.

## **Section 17. Miscellaneous.**

17.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the NMCRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the NMCRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the NMCRA for the support of all contracted activities. Grantee shall permit a sign to be placed upon the Property by the NMCRA relative to this Agreement during the construction of the Project.

17.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county, and city laws, rules, and regulations. Without limiting the foregoing, Grantee agrees to comply with all legal requirements relative to any agreements between the City and the Grantee relative to the Project including, but not limited to, any Community Development Block Grant requirements such as payment of wages in accordance with the Davis-Bacon Act.

17.3 Modifications. Any amendments, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the NMCRA Board and signed by the NMCRA and the Grantee.

17.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

17.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

17.6 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and are incorporated herein by reference.

17.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the NMCRA and the Grantee and supersedes all prior negotiations, representations, or agreements, either written or oral.

17.8 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

17.9 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

17.10 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

17.11 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

17.12 Survival. All terms and provisions of this Agreement shall survive the Funding Termination Date and the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

17.13 Recording. Grantee agrees that the NMCRA may record a Memorandum of this Agreement in the Public Records of Miami-Dade County at Grantee's expense. The form of Memorandum shall be prescribed by the NMCRA and the Grantee shall execute such Memorandum simultaneously with this Agreement. The rights and interests created herein, are intended to and shall run with the land, and shall be binding upon, inuring to the benefit of, and enforceable against the parties hereto and their respective successors and assigns.

**17.14 JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

17.15 Grantee's Required Insurance Coverages. Grantee, at Grantee's expense, agrees to keep in force during the term of this Agreement:

(a) Commercial general liability insurance which insures against claims for bodily injury, personal injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Property as well as business interruption insurance.

(b) All-risk property insurance (and builder's risk insurance during any periods of construction), including theft, sprinkler leakage, and boiler and machinery coverage on all of Grantee's trade fixtures, furniture, inventory, and other personal property in the Property, and on any alterations, additions, or improvements made by Grantee upon the

Property all for the full replacement cost thereof. In the event of any casualty, theft, or any other damage to the Property and/or the foregoing items, Grantee shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory, and other personal property and for the restoration of Grantee's improvements, alterations, and additions to the Property but in no event shall such coverage be less than the amount of the Grant. Failure to promptly perform such replacement and/or restoration shall be a material default of this Agreement by the Grantee entitling the NMCRA to its rights and remedies hereunder.

All policies required to be carried by Grantee hereunder shall be issued by and binding upon an insurance company licensed to do business in the State of Florida with a rating of at least "A - VIII" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by the NMCRA. Grantee shall not do or permit anything to be done that would invalidate the insurance policies required herein. Certificates of insurance, acceptable to NMCRA, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to NMCRA prior to disbursement of any Grant proceeds and thereafter no more than (10) days following each renewal date. Certificates of insurance for insurance required to be maintained as set forth above shall include an endorsement for each policy showing that the NMCRA is included as an additional insured. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to the NMCRA. The limits of insurance shall not limit the liability of Grantee or relieve Grantee of any obligation hereunder.

**17.16 Prevailing Party's Attorney's Fees.** If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

## **Section 18. Lease Requirements.**

18.1 Reference is made to that certain Lease dated November 1, 2022, between GSP Moca Plaza LLC, as Landlord, and Grantee, as Tenant (the "Lease"). Grantee represents and warrants to the CRA that: (a) the Lease is a bona fide arm's length Lease; (b) the Lease is in full force and effect; (c) the copy of the Lease provided to the NMCRA by the Grantee is a true, complete, and correct copy thereof; (d) neither Grantee or Landlord is in default of its respective obligations thereunder; (e) there has been no sublease, license, concession, or other agreement, written or oral, with respect to the premises (as defined in the Lease) and (f) Grantee has not assigned, transferred, conveyed, mortgaged, hypothecated, deeded in trust, or encumbered the Lease, and shall not mortgage or otherwise hypothecate the Lease without the prior written consent of the NMCRA. In the event the Lease is terminated, assigned (in whole or in part) or there is a sublease of the premises (in whole or in part) during the term of this Agreement or during the five (5) year period following completion of the Project, such shall be considered a material default of this Agreement and all funding or Grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the NMCRA one hundred percent (100%) of the Grant received through the Program. Grantee agrees to simultaneously provide the NMCRA with copies of any correspondence alleging a default by either party or both under the Lease, as well as any correspondence terminating the Lease.

18.2 Grantee further hereby represents and warrants to the CRA that (a) the Landlord has consented in writing to (i) the Grantee receiving the Grant, (ii) the improvements to the Property pursuant to the Scope of Work, and (iii) the filing and recording of a UCC-1 Financing Statement with the Florida Secured Transactions Registry and in the Public Records of Miami-Dade County, respectively, perfecting the NMCRA's security interest in the Project improvements and (b) the remaining term of the Lease extends to a date which is at least five (5) years (including renewal periods) after the Funding Termination Date. Simultaneously upon execution of this Agreement, the Grantee shall provide the NMCRA with written confirmation of the foregoing signed by the Lessor, which confirmation shall be in a form and substance as provided by the NMCRA. In furtherance of subsection (iii) above, Grantee hereby grants the NMCRA a security interest in the Project improvements as security for Grantee's obligations to the NMCRA under this Agreement arising now or in the future.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

**GRANTEE:**

JM SPORTS BAR LLC  
d/b/a THE KATZ BAR AND LOUNGE,  
a Florida limited liability company

**NMCRA:**

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY,  
a public body corporate and politic

By: \_\_\_\_\_  
Edwine Pierre Mathurin  
Manager

By: \_\_\_\_\_  
Anna-Bo Emmanuel, Esq.  
Executive Director

Attest:

By: \_\_\_\_\_  
Vanessa Joseph, Esq.  
NMCRA Secretary

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Taylor English Duma LLP  
NMCRA Attorney

**EXHIBIT "A"**

**Legal Description of the Property**

Lots 1 through 4, and the East 15.68 feet of Lot 5, of COMMERCIAL ADDITION TO BISCAYNE PARK, according to the Plat thereof, as recorded in Plat Book 16, at Page 36, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT “B”**

**Program Guidelines**



# Commercial Grants Guidelines

**735 NE 125 Street, Suite 100  
North Miami, FL 33161  
Phone: (305) 895-9839 | Fax: (305) 895-9822  
[www.northmamicra.org](http://www.northmamicra.org)**

## **North Miami CRA Commercial Grants Guidelines**

One of the primary objectives of a community redevelopment agency is to effectuate positive change within the targeted area through improvements of business and residential structures. To that end, the NMCRA works to transform that area into one that again contributes to the overall health of the community. This transformation occurs through the various grants and incentives initiatives listed below:

- Commercial Grants
- Public Private Partnership Developments
- Infrastructure Improvements
- Residential and Neighborhood Improvement Programs
- Affordable, Workforce, Market Rate, Luxury and Mixed Income Housing
- Affordable/Workforce Housing Development & Renovation
- Transportation and Transit Oriented Developments

### **Mandate**

While each grant program may have individual requirements, the NMCRA requires all projects abide by the following to be considered:

1. Must be within the NMCRA geographic boundary
2. Must have a visible improvement to the property or area
3. Must eliminate slum and blight
4. Must meet current NMCRA Redevelopment Plan goals and objectives
5. Must show quantifiable benefits to the community

### **Commercial Grants**

#### **Universal Requirements:**

1. Primary property use must be commercial
2. Applicable City of North Miami/county/state licenses must be up to date
3. Preliminary designs, color photos and documentation related to the property must be provided
4. Color photos of adjacent properties must be provided
5. Owner/Operator or Applicant shall have no outstanding liens, violations, pending litigation with the City of North Miami or NMCRA or any unpaid real and/or tangible personal property taxes.
6. Applications must be completed in full, signed and submitted to be considered

7. Applicants must meet with NMCRA staff prior to completing application to ensure eligibility. Applicants should attempt to utilize the online application at: <http://northmiamicra.org/>. If online process is not possible, it may be emailed to [cragrants@northmiamifl.gov](mailto:cragrants@northmiamifl.gov) or delivered to: 12330 NE 8<sup>th</sup> Avenue, North Miami, Florida, 33161. All hardcopy applications must be legible to be considered
8. Property owner must notify all tenants of the proposed improvements to an assisted commercial property in a reasonable time prior to the initiation of the project
9. If tenant, applicant must obtain approval from landlord in order to participate in program and also have landlord execute a landlord's certificate as provided by the NMCRA.
10. Applicants must provide 3 cost estimates for the proposed work from contractors acceptable to the CRA. CRA Staff reserves the right to deny any submitted cost estimates.
  - a. All cost estimates must be fully and completely itemized and detailed.
  - b. The lowest bid amount will be utilized unless otherwise approved by the NMCRA.
11. CRA staff may require additional work to be done as a condition to approval if the requested items do not show a visible impact/improvement and/or meet the CRA's goals.
12. Applicants must abide by all ordinances, code provisions, rules and laws of the City of North Miami, and the NMCRA, or the grant is subject to immediate forfeiture.
13. Any and all improvements must adhere to City of North Miami Building and Zoning Codes and all Federal, State and Local Requirements.
14. The property must legally conform to City of North Miami regulations.
15. All applications will be considered on a first come, first served basis. Grant awards are limited by funding availability.

**16. ALL WORK MUST BE APPROVED BY THE CRA BOARD PRIOR TO ITS START TO BE ELIGIBLE FOR REIMBURSEMENT.**

**AUTOMATIC DISQUALIFICATION:**

- A. Businesses that received grant/assistance in the previous fiscal year cannot apply.
- B. Businesses that relocate out of the district during the process will not be considered.
- C. More than one application submitted for the same business will not be considered.
- D. Properties 'for sale' or listed on the MLS will not be considered.

- E. Any work done prior to approval by the CRA Board does not qualify.
- F. Religious organizations or sites being utilized for religious purposes will not be considered for funding, unless the funding will not have as its primary effect the advancing or inhibiting of religion.

### **ELIGIBLE USES:**

CRA funds are to be used for standard building finishes as determined by the CRA.

- Impact Windows and Doors
- Awnings & Canopy
- Painting & Stucco
- Roof repairs/Replacements
- Interior/Exterior Lighting & Fixtures
- Interior Renovation
- Electrical upgrades
- Loading Docks
- Fence and Gates
- Driveways/walkways
- Flooring
- Parking/surface lots
- Signage
- Security Enhancements/NoMi Connect
- Landscaping
- Green Improvements
- ADA enhancements to include stairs/ramps
- Work complimentary to those list
- Architect/Engineer fees

### **1) Beautification and Enhancement Grant Program**

This program offers up to \$25,000 with no match requirement, to eligible commercial property owners or business operators for improvements to the exterior and/or interior of the building. This grant is subject to 100% forgiveness, pending the successful completion of a 3 year maintenance period on the improved property, except for murals as set forth below, which is a five (5) year maintenance period.

## **REQUIREMENTS**

1. Proposed enhancements must show visible improvements to the business/property and its surrounding area.
2. For Beautification Grant a qualified business must have commercial space on the ground floor, with street frontage and direct pedestrian access from the street.
3. Applicant must produce business tax receipts and/or other documentation confirming proof of current business activity at the location.
4. Beautification Grant may be used for murals and other such artistic expressions on commercial properties, as governed by Division 21 "Arts in Public & Private Places" in the City of North Miami's Land Development Regulations.
  1. Applicant must follow all applicable rules & regulations outlined in the City of North Miami's Mural Permit Application, and pay all applicable fees.
  2. Applicant agrees to maintain the mural/artwork for at least five years.

## **2) Business Attraction & Expansion Grant Program**

The Business Attraction & Expansion Grant will cover 50% of the project cost up to \$150,000, toward specifically defined, and approved costs that are related to relocation and attraction of businesses. This program is best suited for businesses previously not located within the boundaries of the CRA or those looking for an opportunity to expand. A portion of the grant can also be used to cover half of the monthly rent of an approved property for up to 6 months during the renovations.

## **REQUIREMENTS**

1. Applicant must have either proof of property ownership, an executed lease, or signed documents showing a bona fide intent to purchase or lease related to the property in the CRA.
2. Tenants must have a signed lease of at least 5 years, or documentation showing an intent to sign a lease of at least 5 years and 3 years of performance activity documentation in a similar business.
3. Business Plan (Preferred).
4. Expansion of business by adding at least half of the existing square footage. Example current 750 sq. ft. expansion to 1,500 sq. ft.
5. Every effort must be made to hire North Miami residents

The NMCRA, at its sole discretion, may consider increasing the funding limits on a case by case basis. If the request is above the standard amount mentioned above, applicant must abide by the following:

1. Job creation and retention of City of North Miami residents will be required.
2. Community Benefits to include mentoring, internship, workshops for existing and new entrepreneurs within the City of North Miami.
3. All entities or contractors contracting with or receiving grants from the Agency for new commercial and residential developments to be constructed within the Redevelopment Area in an amount of \$200,000.00 or more, or such other amount as may be established by this Board, shall enter into a community benefits agreement with the Agency which will benefit primarily the residents of the Redevelopment Area
4. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the community redevelopment agency will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible.
5. All entities or contractors contracting with or receiving a grant from the community redevelopment agency in an amount of \$500,000.00 or more, or such other amount as may be established by this Board, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:
  1. Small Business Enterprises (Section 2-8.1.1.1 of the Code);
  2. Community Business Enterprises (Section 2-10.4.01 of the Code);
  3. Community Small Business Enterprises (Section 10-33.02 of the Code); and/or
  4. Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code); and/or
  5. Living Wage Ordinance

**Eligible Uses for Funding:**

All the above eligible improvements, and:

- Up to 50% of rent for six (6) months during renovations
- Large equipment that is permanently affixed
- A percentage of impact fees related to change of use

### **3) Rehabilitation Grant Program:**

The Rehabilitation Grant program provides up to 50% of the total cost of interior and exterior improvements to property owners and businesses in an amount not to exceed \$100,000

#### **REQUIREMENTS**

1. Applicant must have either proof of property ownership, an executed lease, or signed documents showing a bona fide intent to purchase or lease related to the property in the CRA.
2. Tenants must have a signed lease of at least 5 years, or documentation showing an intent to sign a lease of at least 5 years.
3. Properties with multiple business tenants (such as shopping centers or strip malls) must seek to make improvements across the entire property so that it is done as one project. However, it is acceptable that properties with multiple tenants may only seek to improve a limited section of the property.
4. No new construction
5. No new roof installation
6. Every effort must be made to hire North Miami residents

The NMCRA, at its sole discretion, may consider increasing the funding limits on a case by case basis. If the request is above the standard amount mentioned above, applicant must abide by the following:

1. Job creation and retention of City of North Miami residents will be required.
2. Community Benefits to include mentoring, internship, workshops for existing and new entrepreneurs within the City of North Miami.
3. All entities or contractors contracting with or receiving grants from the Agency for new commercial and residential developments to be constructed within the Redevelopment Area in an amount of \$200,000.00 or more, or such other amount as may be established by this Board, shall enter into a community benefits agreement with the Agency which will benefit primarily the residents of the Redevelopment Area
4. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the community redevelopment agency will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible.

5. All entities or contractors contracting with or receiving a grant from the community redevelopment agency in an amount of \$500,000.00 or more, or such other amount as may be established by this Board, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:
  1. Small Business Enterprises (Section 2-8.1.1.1 of the Code);
  2. Community Business Enterprises (Section 2-10.4.01 of the Code);
  3. Community Small Business Enterprises (Section 10-33.02 of the Code); and/or
  4. Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code); and/or
  5. Living Wage Ordinance

#### **4) Capacity Building/Retention Grant**

The Capacity Building/Retention Grant Program will focus on helping existing small businesses enhance their operations and capacity during the redevelopment of the area. Up to \$7,500 can be used for approved business expenses or approved technical support and/or training.

#### **Eligible Uses for the Capacity Building/Business Retention Grant**

Durable Machinery/Equipment

Marketing/Advertising

Business Related Insurance

Professional Services that directly improve business operations

Business Related Training/Conferences

Green Rehab Grant Match

Merchandising Specialist

#### **REQUIREMENTS**

1. Must be a for-profit business. Nonprofit agencies cannot apply
2. Primary property use must be commercial
3. Must be in business for at least one (1) year
4. No more than one (1) other location, not part of a national chain or franchise
5. Applicant must provide one written estimate for the proposed work or service from vendors acceptable to the NMCRA. NMCRA reserves the right to deny any submitted cost estimates.

6. All cost estimates must be fully and completely itemized and detailed
8. Businesses that received Mom & Pop County grants for same/similar services within 18 months cannot apply.
9. More than one application submitted for the same business, business owner, family member, or partners will not be considered.

### **APPLICATION PROCEDURES:**

Applicants shall follow the steps listed below for approval:

- A. Visit [northmiamicra.org](http://northmiamicra.org) and review the Grant Guidelines
- B. Schedule an appointment with CRA staff to discuss project and make sure it meets program intent. Please call (305) 895-9839 or e-mail [cragrants@northmiamifl.gov](mailto:cragrants@northmiamifl.gov).
- C. Meet with the CRA Grants Coordinator or staff for a preliminary review of proposed renovations to property.
- D. Apply online at [www.northmiamicra.org](http://www.northmiamicra.org), or submit an application via email or in-person. Ensure all required materials are attached.
- E. Applications will not be considered for funding until a completed application and supporting documentation are received by the CRA.
- F. CRA staff will review application and notify applicants of any missing information.
- G. If application has met eligible requirements, staff will schedule the application for review and approval by the CRA Advisory Committee and the CRA Board.
- H. The Committee and Board meet monthly however all applications and backup documentation must be received at least four (4) weeks before the next scheduled meeting to allow staff appropriate review time.
- I. The completed application is reviewed by:
  1. The CRA Advisory Committee, who will make a recommendation of approval or denial, then
  2. By the CRA board for denial or approval.
- J. All applicants must attend both meetings to answer additional questions.
- K. The decision of the CRA Board shall be final.
- L. CRA staff notifies applicant of CRA Board approval or denial. Applicants not approved may apply again one year from denial. A fully executed Grant Agreement between the CRA and the applicant shall serve as a Notice to Proceed.
- M. Project commences.

## Commercial Grants Application

### Business Information

Business Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Is this project within the CRA Boundaries? Yes No

### Contact Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

### Property Owner Information

Is the applicant also the property owner: Yes No

Property Owner Name: \_\_\_\_\_

Property Owner Address: \_\_\_\_\_

Property Owner Phone: \_\_\_\_\_

Property Owner Email: \_\_\_\_\_

### Business Information

#### Type of Business

- Restaurant
- Furniture Store
- Art Gallery
- Bookstore
- Music Store
- Specialty Food
- Coffee Shop
- Produce Market
- Photography Studio
- Dance Studio

Specialty Retail  
 Other \_\_\_\_\_

Number of Employees \_\_\_\_\_

Business Information:

---

How long have you been in business? \_\_\_\_\_ Years

Are you interested in participating in Business Development workshops? Yes    No

Business Organization Structure \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Partner/Ownership Interest \_\_\_\_\_

---

Have you ever received a CRA or City grant before? \_\_\_\_\_

If yes, when and what was the grant? \_\_\_\_\_

Please explain what benefit will these enhancements provide the  
business/property, CRA and North Miami community \_\_\_\_\_

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### **Project Information**

#### **Grant Information**

#### **Type of Grant You are Applying For:**

Enhancement & Beautification  
 Rehabilitation  
 Business Attraction & Expansion  
 Capacity Building & Retention

Total Project Cost: \_\_\_\_\_

Grant Request: \_\_\_\_\_

### **Work To Be Performed**

- Interior
- Exterior
- Painting
- Flooring
- Lighting Fixtures
- Security Enhancements
- Remodel
- Signage
- Windows & Doors
- Awnings
- Landscaping
- Other: \_\_\_\_\_

Please provide a more detailed description of work to be done:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## Bid Information

### Contractor #1

Company	
Scope	
Contact Name	
Office Phone	
Mobile Phone	
Fax	
Email	
GC Number	
Address 1	
City, State, Zip	
Bid Amount	

### Contractor #2

Company	
Scope	
Contact Name	

Office Phone	
Mobile Phone	
Fax	
Email	
GC Number	
Address 1	
City, State, Zip	
Bid Amount	

### **Contractor #3**

Company	
Scope	
Contact Name	
Office Phone	
Mobile Phone	
Fax	
Email	
GC Number	

Address 1	
City, State, Zip	
Bid Amount	

**Please Provide the Following as Backup:**

- Property Owner Authorization
- Property Tax Receipt
- Proposed Renderings/Pictures
- Itemized Spreadsheet of Total Project Cost
- Business/Marketing Plan (if available)
- Any other documentation in support of request.
- Pictures of current location & adjacent properties
- Plans, drawings or specs of your project (if available)
- All estimates provided
- Commercial Grants Application

**My signature below indicates that I have read and fully understand this document and its contents.**

---

Signature

---

Date

Applicant is other than the property owner of the building, the following line must be completed. I certify that I, the trustee and/or owner of the below-cited property, give

\_\_\_\_\_ (applicant) authority to implement improvements at the property as may be required under the North Miami CRA Grant Program.

---

Print owner or trustee name and capacity

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

---

Signature of owner/trustee

Date

### **Terms & Conditions**

Interested parties must meet with NMCRA staff prior to applying for a grant to ensure eligibility. Applicants may apply through the NMCRA website: [www.northmiamicra.org](http://www.northmiamicra.org), request an application via email: [cragrants@northmiamifl.gov](mailto:cragrants@northmiamifl.gov) or in person at our offices: 12330 NE 8<sup>th</sup> Avenue, North Miami, FL 33161. A thorough review of the grant guidelines and terms and conditions is required.

The NMCRA (Grantor) will make payments to the awarded party (Grantee) in the form of reimbursement issued during the duration of the project and/or after the completion of the project. Projects must be pre-approved and an agreement executed with the NMCRA prior to commencing the project.

The NMCRA reserves the right to deny any submitted application if (a) it is determined that the application does not meet the spirit, intent and/or legal requirements for the grant and/or (b) the applicant has previously defaulted on any prior grant agreement or other agreement with the NMCRA and/or City and/or (c) a prior grant awarded to the applicant was rescinded, and/or (d) the applicant is currently a party in litigation against the NMCRA and/or City or has threatened litigation against the NMCRA and/or City.

In order to be eligible for grants through the NMCRA, projects must meet all the following requirements:

- Must be within the NMCRA geographic boundary.
- Must have a visible improvement to the property or area.
- Must eliminate slum and blight.
- Must meet current NMCRA Plan goals and objectives.
- Must show quantifiable benefits to the community.
- Must provide proof that property taxes are up to date.
- Grants are available to commercial property owners of eligible commercial buildings, business operators, as well as non-profit organizations, except for the Capacity Building Grant.
- Applicable City of North Miami/County/State licenses must be up to date.

- Tenants of commercial buildings must obtain approval from the property owner in order to participate in the program.
- Preference is given to applicants located along the City's major commercial corridors (West Dixie Highway, NE 6<sup>th</sup> Avenue, N.E. 125<sup>th</sup> Street, N.W. 7<sup>th</sup> Avenue, Biscayne Boulevard and N.W. 119<sup>th</sup> Street).
- A qualified building is a structure with commercial space on the ground floor with the street frontage and direct pedestrian access from the street. An eligible "façade" is the front face or elevation of the building, which typically faces the street, contains windows and is the principal entrance to the building.

## Eligible Work

- In order to be eligible for the program, the façade should be in need of assistance to correct physical decline (e.g. blighting conditions).
- Eligible exterior work typically includes installation of storefront windows, awnings, painting, roof parapets, canopy, stucco, flooring, security enhancements, signs and exterior lighting. Site work such as walkways, parking pavement, fence/gates, landscape, ADA stairs or ramps and loading docks may be eligible as an ancillary part of the proposed project.
- Work to upper portions of the façade of a building is eligible for the grant, provided that such work is part of a larger qualified project involving street level improvements and provided that such work does not involve residential portions of the building.
- Eligible interior building work includes: interior painting, lighting fixtures, flooring, security enhancements, ceiling and other fixed improvements necessary for the operation of the business. Security enhancements include, but are not limited to, security cameras, alarm systems, motion detectors, locks, replacement of current windows and doors with impact resistant materials, and lighting which is used to enhance the building's safety.
- The following types of items are **not eligible** as interior building work: expenses with mobile elements (shelves, furniture, equipment, etc.), business expenses (inventory, payroll, licenses, taxes, utilities, maintenance, etc.), rent and moving expenses. Exception is made for Business Attraction Grant which allows for rent and some equipment.
- All work must be pre-approved and permitted as may be required by the City and performed by a licensed contractor selected by the Grantee through a competitive bidding process.
- Property owner must notify all tenants about the proposed improvements to an assisted commercial property.
- **ALL WORK MUST BE APPROVED BY THE CRA BOARD PRIOR TO ITS START TO BE ELIGIBLE FOR REIMBURSEMENT.**

## **REQUIREMENTS**

The following types of businesses and uses are **not eligible** to participate in the commercial grant program:

- Residential buildings
- Properties occupied by religious institutions unless the funding will not have its primary effect the advancing or inhibiting of religion.
- Adult bookstores or similar businesses
- Free standing liquor stores
- Commercial building containing ineligible uses listed above and/or are non-conforming to the City of North Miami Comp Plan and zoning codes

The following types of work are generally **not eligible** for funding through the commercial grant program:

- New roofs
- New construction or additions
- Work to buildings less than 5 years old, unless it is for interior work for new business
- Work on residential portions of a commercial building

## **OCCUPATION REQUIREMENTS**

The recipient is required to be open for business within (30 days) thirty days of the completion of the project. If occupation requirements are not met, the business must immediately repay 100% of the grant to the Grantor.

## **LEASING REQUIREMENTS**

Upon completion of the project, 50% of the ground-floor “leasable” commercial space must have leasing commitments of at least one year, with a business opening within 30 days of completion. If leasing requirements are not met at the time of final inspection, the property owner will be given 180 days to submit a one-year lease agreement to the grantor. Proof of an operational business is required in the form of City licenses (Certificate of Use and Business Tax Receipt). If leasing requirements are not met after the extension, the Grantor will require the repayment of 100% of the grant.

Grantee hereby represents and warrants to the CRA that (a) the landlord has consented in writing to (i) the Grantee receiving the Grant, (ii) the improvements to the Property pursuant to the Scope of Work, and (iii) the filing and recording of a UCC-1 Financing Statement with the Florida Secured Transactions Registry and in the Public Records of Miami-Dade County, respectively, perfecting the CRA's security interest in the Project improvements and (b) the remaining term of the lease extends to a date which is at least three (3) years after the Funding Termination date for a Beautification & Enhancement Grant or five (5) years after the Funding Termination Date for Business Attraction or Rehabilitation Grant.

## **PAST PROGRAM PARTICIPATION**

Buildings that have been previously assisted by the CRA or the City of North Miami in the last five (5) years are generally not eligible. Especially if the application is for the same work previously done. This portion may be waived if it is for a new business relocating into the building that has not previously received a grant.

## **CODE VIOLATION**

Buildings with pending code violations are not eligible for the program, unless it is determined that the proposed scope of work includes the resolution of the code violation(s) in a manner that is deemed acceptable and appropriate in the sole discretion of the program administrator.

## **CHANGE IN OWNERSHIP**

Program participation is not transferable to new property owners. New property owners must reapply to participate in the program. In the case of the Beautification Grant and Capacity Building/Retention Grant, if the assisted property or business is sold during the three-year period following the completion of the project, the Grantor will recapture 100% of the grant.

In the case of the Business Attraction/Expansion and Rehabilitation Grants, if the assisted property or business is sold during the five-year period following the completion of the property, the Grantor will recapture 100% of the grant.

Property owner is forbidden to make any alterations to the funded improvements without written permission of the Grantor.

## **TIME LIMITS**

Construction must start 3 months from the date of signing of the agreement between the Grantee and the Grantor and must be completed 1 year from such date. Projects must be completed by the timetable outlined in an agreement signed between the Grantor, business owner, and approved by the property owner in the case of a tenant.

## **CONSISTENCY WITH CITY ORDINANCES AND COMPLIANCE**

Projects must comply with all City of North Miami zoning code and building requirements. To be eligible to participate in the program, applicants must comply with all program requirements. Failure to comply with the program requirements at any time will result in the applicant being dropped from the program. The Grantor is the sole interpreter of eligibility determinations, payment amounts and compliance with program requirements. All of the Grantor's decisions are final. Projects are not officially accepted in the program until an agreement between the applicant and the Grantor is signed.

## **BUSINESS CATEGORY LIST**

Priority will be given to businesses that complement the city's desired retail mix. Examples of such businesses are listed below:

- ❖ Restaurants
- ❖ Breweries
- ❖ Specialty Doughnut Shops
- ❖ Kitchen or restaurant halls/incubators
- ❖ Furniture Store
- ❖ Art Gallery
- ❖ Bookstore
- ❖ Recording/Production Studios for film and music industry
- ❖ Specialty Food
- ❖ Coffee Shops
- ❖ Produce Market
- ❖ Photography Studio
- ❖ Dance Studio
- ❖ Specialty Retail

**The Grantor reserves the right to reject any application and has the right to amend the business category list to accommodate special circumstances.**

## **APPLICATION PROCESS**

- Applicant will review and complete the application and submit all required backup documentation in order to be considered for the grant.
- Make appropriate changes/corrections in application as instructed by CRA staff
- Completed application needs to be received at least four (4) weeks before the next CRA Advisory Committee Meeting and the CRA Board Meeting to be placed on the agenda.
- Applicant or representative is required to attend both meetings.
- Once application has been considered for approval/denial by both boards, staff will notify applicant for next steps.
- If approved, an agreement will be drafted and needs to be executed prior to starting the work.
- Grantee will need to complete Vendor Registration forms and a W-9 to be reimbursed.
- If the project is denied, applicant can re-apply within a year of original request.

## **PAYMENT PROCESS**

The Grantor will issue no more than four payments during the project. Upon completion of each phase of the project, program staff will inspect the project to ensure compliance with the approved plans and budget. Every reimbursement request must include:

1. An invoice from the grantee request to be reimbursement with itemized expenses
2. Front and back copies of cancelled checks
3. For Rehabilitation and Business Attraction/Expansion Grants, which require a match, the match must be shown at every reimbursement.
4. Invoices for each payment made to contractors/vendors
5. Partial Release of lien from each contractor/vendor for the amount specifically paid
6. Pictures showing progression of project
7. Copies of permits pulled, inspections and final inspection

The Grantor will **reimburse** the Grantee for the grant amount established in the agreement by issuing a check up to six weeks after staff inspections and after proper documentation has been submitted for each phase of the project.

Final payment, which should be no less than 20% of the grant, will be issued after all work has been completed, all the above mentioned documentation has been reviewed and accepted by the Grantor, Certificate of Occupancy, Certificate of Use and Business Tax Receipt are provided and leasing and other program requirements have been met.

## **MONITORING PROCESS**

Staff will monitor progression of the project through photo/video documentation, in addition to comments to the file.

After project is complete, staff will monitor the business/structure for the required three to five years and will follow the monitoring steps outline in the CRA SOP.

## **PUBLICITY**

By accepting this grant the grantee shall recognize the CRA as a funding source for all the activities outline in the application and agreement. The grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the CRA for the support of all contracted activities. Grantee shall permit or shall have the landlord agree to have a sign placed on the property by the CRA in relation to this grant.

**EXHIBIT “C”**

**Scope of Work**

Total Project Cost

**Total Project Cost**  
**The Katz Restaurant and Lounge**  
**738 NE 125th Street**

Description	Grant Request	Match	Total Project Cost
Construction Costs (based on the lowest bid)	\$ 300,000.00	\$ 320,000.00	\$ 620,000.00
Architectural Design / Engineering		\$ 9,500.00	\$ 9,500.00
<b>Appliances &amp; Fixtures</b>			
<b>Furnishings &amp; Operating</b>			
			\$ -
Marketing & Advertising		\$ 15,000.00	\$ 15,000.00
Security System		\$ 30,000.00	\$ 30,000.00
Sound System & TV equipment		\$ 9,500.00	\$ 9,500.00
Inventory		\$ 15,000.00	\$ 15,000.00
Impact Fees		\$ 10,412.00	\$ 10,412.00
2COP License (Beer/Wine)		\$ 392.00	\$ 392.00
Food Service License (Seated)		\$ 302.00	\$ 302.00
<b>Grand Total</b>	<b>\$ 300,000.00</b>	<b>\$ 410,106.00</b>	<b>\$ 710,106.00</b>