DocuSign Envelope ID: E65F8B35-5504-446A-8319-BB20127FFA96

CITY OF NORTH MIAMI
GREEN BUSINESS REHABILITATION
GRANT PROGRAM AGREEMENT

THIS GREEN BUSINESS REHABILITATION GRANT PROGRAM AGREEMENT (the "Agreement") is made and entered into as of 12/19/19, by and between the **CITY OF NORTH MIAMI,** a Florida municipal corporation, (the "City") having an address at 776 N.E. 125th Street, North Miami, Florida 33161 and **HOUSE OF FLAVOR RESTURANT, LLC,** (the "Grantee"), having a principal address at 13737 N.W. 7th Avenue, North Miami, FL 33161 and **MIAMI MECHANICAL CONTRACTORS, INC**, ("Contractor"), having its principal business address at, **268 NE 59TH Street, Miami, FL 33137**, collectively referred to as "Parties".

RECITALS

1. The City's Green Business Rehabilitation Program (the "Program") provides financial incentives and creates economic opportunity by promoting energy conservation, reduction of greenhouse gases, and reduces long term operating costs that encourage sustainability by retrofitting buildings occupied by small businesses.

2. Businesses eligible for participation in the Program must, among other things, be located in a commercial space within the City, not have any liens against the property, been in business for at least two (2) years, have seven (7) employees or less, and not be part of any national franchise or chain.

3. The Program will fund one hundred percent (100%) of the approved total project costs up to a maximum of Ten Thousand Dollars and 00/100 Cents ($10,000.00) on a reimbursement basis.

4. The Grantee is the business owner who has applied to the City for a Green Business Rehabilitation Grant for the purpose of rehabilitating and making improvements to the Property with the consent of the Owner of the real property as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

5. The City has approved an award to the Grantee of a Green Business Rehabilitation Grant in the amount of Ten Thousand Dollars and 00/100 Cents ($10,000.00) (the "Grant") toward the rehabilitation of 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").

6. 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 mutual promises and the grant money in the amount of **Ten Thousand Dollars** and 00/100 Cents **($10,000.00)**, which is acknowledged, the Parties agree as follows:

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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 City to fund the Grant shall terminate six (6) months 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 City set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the City 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 thirty (30) 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, 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 City with copies of the fully executed architect and contractor agreements and, at the request of the City, copies of the plans and specifications 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 City. Availability of Grant funds shall be determined by the City, in its sole discretion. The Grantee waives any and all claims against the City for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the City, its officers, employees, or agents for the performance or non-performance of this Agreement and agrees to hold the City harmless and release the City from any and all claims and liability under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

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Section 5. **Reimbursement Procedures.** The City agrees to disburse the Grant to the Grantee and/or Contractor 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 City. Payment shall be made in accordance with the following procedures:

5.1 Reimbursement Request. Is hereby amended to include reimbursement requests are to be in writing and presented to the City by the Grantee after payment has been made by Grantee for labor and materials as set forth in the Scope of Work. If a grant recipient is unable to cover the upfront costs of the improvement, the recipient must write a letter indicating financial hardship and submit three cost estimates for review by the City. The City shall select the lowest qualified bid for payment. In this case, reimbursement can be made directly to vendor/contractor. Without limiting the foregoing, reimbursement requests shall be made not more often than monthly and only after approximately fifty percent (50%), and one hundred percent (100%) of the Scope of Work has been completed with such percentages based upon expenditure of overall Project costs. The City 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 City, the Grantee shall be deemed to acknowledge and agree, and represent to the City, that (i) 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 City to the Grantee have been disbursed to the appropriate architect, contractors, consultants, sub consultants, subcontractors, materialmen, vendors and miscellaneous suppliers based upon the prior reimbursement request, if reimbursement was not made directly to vendor/contractor by the City.

5.2 Expenditure Report Required. As part of each reimbursement request, Grantee shall submit to the City, 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 City. No request for reimbursement shall be processed without an expenditure report and the City 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 City. The payment of any reimbursement request by the City 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.** Following 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 repairs, maintenance and replacements relative to the Scope of Work. The foregoing shall expressly include the repair and replacement of any personal property. 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.

Section 7. **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

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employees of the City, but are only recipients of funding support, and is not an agent or instrumentality of the City or entitled to any employment benefits by the City.

Section 8. **Assignment.** This Agreement and participation in the Program are not transferable to new business owners or lessees. New business owners must re-apply to participate in the Program and are subject to the "Past Program Participation" restrictions set forth in the Program Guidelines. The Owner(s) and Contractor shall not sublease, transfer or assign any interest in this Agreement.

Section 9. **Records, Reports, Audits, Monitoring and Review.**

9.1 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 City, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the City or any of its authorized representatives at all reasonable times during normal business hours. The City shall be entitled to make such copies of the books and records as the City deems appropriate.

9.2 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 the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

9.3 In the event the Owner(s) or Contractor prevents the City from inspecting the Project for purposes of assuring compliance with this Agreement or with the Contract Documents, or prevents the City from complying with federal, state or local laws, the City shall be entitled to immediately terminate this Agreement, retain any remaining funds, seek reimbursement for any funds distributed for the Project or obtain other relief as permitted by the Agreement or law. Further, action by the Owner(s) or Contractor to prevent or deny the City's inspection of the Project will constitute a default of this Agreement, and the City shall be entitled to exercise any and all remedies at law or equity.

Section 10. **Breach of Agreement; Remedies.**

10.1 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 City access to records or refuses to allow the City to monitor, evaluate and review the Grantee's Project; (f) a transfer or assignment occurs within three (3) 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 City, (h) the Grantee discriminates in violation of any Federal, State or local law; (i) the Grantee attempts to meet its

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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.

10.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 10.1 above, in addition to all rights and remedies available at law or in equity, the City 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 City 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.

10.3 No Waiver. No express or implied consent or waiver by the City 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 City 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 City of its rights hereunder. The giving of consent by the City in any one instance will not limit or waive the necessity to obtain the City's consent in any future instance.

10.4 Default. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami-Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

Section 11. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the City may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise 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 City) all claims, suits or actions of any kind or nature in the name of the City, 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 City. Nothing contained in this Agreement shall be construed to affect the City's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Section 12. 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,

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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 City designate the following as the respective places for giving such notice:

City:	City of North Miami 776 N.E. 125th Street North Miami, FL 33161 Attn: City Manager
Copy to:	City of North Miami 776 N.E. 125th Street North Miami, FL 33161 Attn: City Attorney
Grantee:	HOUSE OF FLAVOR RESTURANT, LLC 13737 N.W. 7th Avenue North Miami, FL 33161 Attention: Cliff Flambert, (Registered Agent)
If to Contractor:	Miami Mechanical Contractors Jose F. Batista 268 NE 59th Street Miami, FL, 33137

Section 13. **Inspections.** At any time during normal business hours, the City 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 14. **Limitation of Liability.** The City desires to enter into this Agreement only if in so doing the City 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 One Hundred Dollars and 00/100 Cents ($100.00.) Grantee expresses its willingness to enter into this Agreement with recovery from the City for any action or claim arising from this Agreement to be limited to the sum of One Hundred Dollars and 00/100 Cents ($100.00). Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that City 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 One Hundred Dollars and 00/100 Cents ($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 City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity,

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

Section 15. Miscellaneous.

15.1 Publicity. It is understood and agreed between the parties that this Grantee is receiving funds from the City. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the City as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the City for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the City relative to this Agreement.

15.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county and city laws, rules and regulations.

15.3 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 City and signed by both parties.

15.4 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.

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

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

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

15.8 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.

15.9 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.

15.10 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

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15.11 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.

15.12 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.

15.13 Recording. Grantee agrees that the City 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 City 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.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

Witnessed by: Juan P. Cruz

Witness Name: Juan P. Cruz

Witness Date: 12-19-2019

Signed by: SJB

Owner Name: Stephane Jeanbaptiste

Signature Date: SJB 12/19/19

CONTRACTOR:

Witnessed by: Darsy Cordero

Witness Name: Darsy Cordero

Witness Date: 1/15/2020

Signed by:

Contractor Name: Jesse Garcia

Signature Date: 1/15/2020

APPROVED BY:

Tanya Wilson, A.I.C.P.
Planning, Zoning & Development Director

Date: 12-19-19

ATTEST:

DocuSigned by:
BB47A3B4B262492...

Vanessa Joseph, Esq., City Clerk

2/25/2020

City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation, "**City**":

DocuSigned by:
Arthur Sorey
FDAE1897923F40D...

~~Larry M. Spring Jr., CPA, City Manager~~
Arthur Sorey, Interim City Manager

2/25/2020

Interim City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P.H Cazeau
8AF8443D714D491...

Jeff P. H. Cazeau, Esq., City Attorney

2/21/2020

City Attorney Date Signed

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EXHIBIT "A"
Legal Description

Lots 2, 3, 4, 5, 6, and 7 in Block "B" of NICHOLS HEIGHTS, according to the Plat thereof, as recorded in Plat Book 46, at Page 93, of the Public Records of Dade County, Florida.

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EXHIBIT "B"

Program Guidelines

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EXHIBIT "C"

Scope of Work

DocuSign Envelope ID: E65F8B35-5504-446A-8319-BB20127FFA96

House Of Flavor
Resturant

ESTIMATE

City Of North Miami
13737 nw7Ave
North Miami, Fl 33168
(305) 895-9820

Miami Mechanical Contractors Inc
268 NE 59 St
Miami, Fl 33137

Phone: (786) 402-4457
Email: jesse@miamimechanicalinc.com
Fax: (305) 397-1728
Web: miamimechanicalinc.com

Estimate #	000198
Date	09/17/2019

Description	Total
Installation of a 5 ton "Bryant" Package Unit 5 ton Side by Side Package Unit Model: GPC1460H41EC 5 Year Manufacturer Warranty	$0.00
Installation of a 5 ton "Bryant" Equipment 5 Ton Goodman Equipment 16 seer A/H Mod: ARUF60B14 Cond Mod: GSX160601 5 Year Manufacturer Warranty	$0.00
Crane Service	$500.00
Labor for All Work Performed	$9,500.00
All Work Will be Done Up to City Municipality Codes	$0.00
1 Year labor Warranty By Miami Mechanical Contractors	$0.00

RECEIVED
SEP 23 2019
COMMUNITY PLANNING
& DEVELOPMENT

Subtotal	$10,000.00
Total	**$10,000.00**

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
MIAMI MECHANICAL CONTRACTORS, INC.

Filing Information

Document Number	P11000078708
FEI/EIN Number	45-3203350
Date Filed	09/06/2011
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/20/2012
Event Effective Date	NONE

Principal Address

268 NE 59TH ST
MIAMI, FL 33137

Changed: 03/09/2019

Mailing Address

268 NE 59TH ST
MIAMI, FL 33137

Changed: 03/09/2019

Registered Agent Name & Address

GARCIA, JESSE A
268 NE 59TH ST
MIAMI, FL 33137

Address Changed: 03/09/2019

Officer/Director Detail

Name & Address

Title DP

GARCIA, JESSE A
268 NE 59TH ST
MIAMI, FL 33137

Title DV

GARCIA, JORGE A
268 NE 59TH ST
MIAMI, FL 33137

Title SD

BATISTA, JOSE F
268 NE 59TH ST
MIAMI, FL 33137

Annual Reports

Report Year	Filed Date
2017	05/01/2017
2018	05/01/2018
2019	03/09/2019

Document Images

03/09/2019 -- ANNUAL REPORT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
05/01/2017 -- ANNUAL REPORT	View image in PDF format
04/23/2016 -- ANNUAL REPORT	View image in PDF format
04/15/2015 -- ANNUAL REPORT	View image in PDF format
04/15/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/26/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Amendment	View image in PDF format
10/28/2011 -- Amendment	View image in PDF format
09/06/2011 -- Domestic Profit	View image in PDF format

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
HOUSE OF FLAVOR RESTAURANT, LLC

Filing Information

Document Number	L16000165858
FEI/EIN Number	81-3805934
Date Filed	09/06/2016
Effective Date	09/03/2016
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/30/2018
Event Effective Date	NONE

Principal Address

13737 NW 7TH AVENUE
MIAMI, FL 33168

Changed: 05/01/2018

Mailing Address

13737 NW 7th Ave
North MIAMI, FL 33168

Changed: 05/01/2018

Registered Agent Name & Address

FLAMBERT, CLIFF
13737 NW 7th Ave
North MIAMI, FL 33168

Address Changed: 05/01/2018

Authorized Person(s) Detail

Name & Address

Title MGR

GEFFRARD, GUYVENS
13737 NW 7TH AVENUE
MIAMI, FL 33168

Title MGR

FLAMBERT, CLIFF
13737 NW 7TH AVENUE
MIAMI, FL 33168

Title MGR

JEANBAPTISTE, STEPHANIE
13737 NW 7TH AVENUE
MIAMI, FL 33168

Annual Reports

Report Year	Filed Date
2017	03/22/2017
2018	05/01/2018
2019	04/30/2019

Document Images

04/30/2019 -- ANNUAL REPORT	View image in PDF format
11/30/2018 -- LC Amendment	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
09/06/2016 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

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Green Business Rehabilitation Grant Application Program Policies and Guidelines

Purpose

The Mayor and Council adopted Resolution 2015-R-26 authorizing the creation of the Green Business Rehab Grant Program on March 10, 2015 and subsequently modified the program on June 26, 2018 and March 26, 2019. The intent and primary purpose of this program is to create economic opportunity by promoting energy conservation, reduction of greenhouse gases and encouraging sustainability by retrofitting buildings occupied by small businesses. Implementing this new economic development program will help current and future small businesses to "green" their operations and identify a rate of return on their retrofit investments.

Eligibility Criteria

A business owner/business may quality for consideration provided it meets all of the following criteria:

1. Business must be located in a commercial space with the City of North Miami (Proof of ownership or a copy of executed lease is required).
2. Business can be non-profit or for-profit and must have been in business for at least 2 years
3. Cannot have more than seven (7) employees including the owner(s), corporate officer(s), part time and full time employees on the business payroll at the time of program application submittal. Leased employees through another organization will be considered as the business' employee
4. Must not be part of a national chain or franchise
5. Must not have received a CRA commercial grant or Green Rehabilitation grant in the last five (5) years
6. Grant application submitted
7. Proof of ownership or authorization to make renovations
8. Proof of Property Insurance
9. Proof of Energy Audit completion- coordination with FPL (free) – Provide FPL Report
10. Must not have liens against the property
11. Must be demonstrable green improvement

Use of Funds and Activities

The following eligible items may be considered, based on the results of the energy audit, for "green" retrofit are including but not limited to:

1. Lighting fixtures
2. Insulation options
3. Draft/light sealants for windows and doors to conserve energy
4. Automatic timed devices
5. Install energy efficient appliances per energy audit

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RESOLUTION NO. 2019-R-28

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AMENDING THE PREVIOUSLY APPROVED GUIDELINES FOR THE REVISED GREEN BUSINESS REHABILITATION GRANT PROGRAM BY ALLOWING DIRECT PAYMENT TO CONTRACTORS AND VENDORS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on March 10, 2015, the Mayor and City Council of the City of North Miami ("City") unanimously passed Resolution 2015-R-26 authorizing the creation of the Green Business Rehabilitation Grant Program ("Green Program") which is funded through the United States Housing & Urban Development's Community Development Block Grants ("CDBG") economic development element pursuant to Title 24, Part 91, Consolidated Submissions for Community Planning and Development Programs, Code of Federal Regulations, which outlines expenditures of CDBG funding; and

WHEREAS, the Green Program guidelines provide a matching grant of up to Five Thousand Dollars ($5,000.00) to help small businesses "green" their operations with the intent of reducing overhead energy costs, greenhouse emissions, and promoting climate-change awareness; and

WHEREAS, last year, the program guidelines were adjusted to eliminate the 50% match and raise the cap of reimbursement to $10,000; and

WHEREAS, the City wishes to assist small businesses who could benefit from this program, but who have had difficulty coming up with the initial investment monies; and

WHEREAS, currently the Grant Program provides up to $10,000 for a 100% reimbursable match; and

WHEREAS, the proposed grant guidelines provides for up to $10,000 as a grant payment with the option to pay contractors and vendors directly for services performed and materials purchased; and

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WHEREAS, providing a $10,000 grant with the option of direct payment to third party vendors will allow great accessibility to the benefits of the grant's programs, and will bring the grant guidelines more in line with the realities of what North Miami small businesses can manage; and

WHEREAS, additionally these guideline revisions will help draw down the CDBG economic development funding pool; and

WHEREAS, the City desires to allow direct payment to contractors under the green rehabilitation program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Approval of Green Business Rehabilitation Program allowing direct payment to contractors.** The Mayor and City Council of the City of North Miami, Florida, hereby amends the previously approved revised guidelines for the Green Business Rehabilitation Grant Program by allowing direct payment to contractors and vendors.

Section 2. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by a 4-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 26th day of March, 2019.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.

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CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Bien-Aime

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	X (Yes)	____ (No)	
Vice Mayor Philippe Bien-Aime	X (Yes)	____ (No)	
Councilman Scott Galvin	X (Yes)	____ (No)	
Councilwoman Carol Keys, Esq.	X (Yes)	____ (No)	
Councilman Alix Desulme	____ (Yes)	____ (No)	Absent

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6. Provide options for Solar energy such as fixtures (on a small scale)
7. Generators
8. Impact windows/glass

Program Rules and Requirements

1. The maximum grant amount available for each business is up to $10,000
2. Grant is reimbursable and does not require payback or match
3. Grantees who demonstrate financial hardship via a signed letter and 3 bids/estimates may have awarded grant funds paid directly to qualifying contractor/vendor
4. The program is subject to the City's funding availability. Applications are accepted and reviewed on a first come, first serve basis.
5. The business must have the City of North Miami Certificate of Use and/or Business Tax receipt.
6. The application must be submitted in the legal name of the applicant (i.e., Name of business owner(s), corporation name as registered with the Florida Department of State, Division of Corporations, etc.)
7. For corporations, information demonstrating the corporation has an "Active" status in the Florida Department of State, Division of Corporations.
8. The business owner or an authorized representative of the corporation who has legal authority to bind the organization in a contract with the City of North Miami must sign application.
9. Submission of an application shall constitute acknowledgement and acceptance of all terms and conditions contained in the guidelines and the application. Acceptance of this application does not constitute a contract and does not obligate the City to award funds.
10. Applicant must be willing to comply with all regulations, guidelines and policies as they relate to the program. Applications that are incomplete, illegible, lack required attachments, or have other content errors or deficiencies may be rejected.
11. If recommended for funding, Business Owners will be required to sign a written agreement with the City (Letter of Agreement, Provided by the city).
12. Payments will be made directly to the business after proof of expenditure and installation unless financial hardship is demonstrated wherein payment will be made directly to the qualifying contractor or vendor providing service.
13. After participation in grant program, ineligible for 12 months after completion

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NORTH MIAMI FLORIDA

Green Business Rehabilitation Grant Program Evaluation

(For Staff Use Only)

Business Name: House of Flavor Restaurant LLC **Date of Evaluation:** 10/3/19

1. Does the business meet all eligibility requirements for the grant? [x] Yes [ ] No
   If no, please explain: _____

2. Has the business owner provided all required documents for funding? [x] Yes [ ] No
   If no, please explain: _____

3. What are the recommendations of the FPL audit?

   Installing new A/C units, installing new LED lights

4. What is the amount that the business owner is requesting in grant money? $ 10,000

5. What improvements are being made, and are they in line with sustainable initiatives? (i.e. Energy Star appliances, ecosmart labeled products, CEE Tiered, other energy efficient labels, FPL recommended improvements, etc.)
   Replace current A/C unit w/ high efficiency model which will help keep the cost of energy down. The unit is a 5 ton Goodman Equipment 16 seer.

6. Does the Business owner have the permission of the Property owner to make the proposed improvements?
   [x] Yes [ ] No (see attachment)
   If no, please explain: _____

7. Based on the above criteria, what is Staff recommendation?

   Proposed improvements are in line with the goal of promoting sustainability due to A/C helping with energy cost. Staff recommends approval of this application.

Staff Recommendation: [x] APPROVE [ ] HOLD [ ] DENY

Linda Julien 10/3/19

Linda Julien, Economic Development Manager

Approval Granted: [ ] Yes [ ] No [ ] Pending

Tanya Wilson, Director of Community Planning & Development