

## **CITY OF DORAL**

### **FACADE IMPROVEMENT GRANT AGREEMENT**

THIS AGREEMENT is made and entered into this **1st day of May, 2020** by and between the City of Doral, Florida, (“City”) and **Village of Doral Greens Homeowners Association**, owner of a property located at **10235 NW 52nd Street, Doral, FL 33178** whose Federal I.D. No. is **65-0527139** (“Recipient”).

#### **RECITALS**

WHEREAS, the City of Doral is desirous of encouraging activities which contribute to the enhancement of redevelopment activities in Doral, Florida; and

WHEREAS, the Doral Façade Improvement Grant Program provides financial assistance to businesses, home owner associations and property owners in Doral in order to stimulate private sector investment, beautification, economic growth and job creation in the City by improving the appearance of the buildings within City boundaries; and

WHEREAS, the program will provide financial assistance by contributing up to 50% of the costs, in an amount not to exceed \$10,000.00 per project, associated with façade and beautification projects for properties throughout the City limits; and

WHEREAS, pursuant to the FACADE IMPROVEMENT GRANT PROGRAM, **Carlos Castillo**, as a duly authorized representative of Recipient, has applied for a Grant to assist it in making exterior property improvements to the property located at **10235 NW 52nd Street, Doral, FL 33178**; and

WHEREAS, after reviewing the application submitted by Recipient, the City has found and determined that it would be beneficial to its economic development and beautification efforts to support Recipient’s improvement project through a grant of funds upon the terms and conditions hereinafter described; and

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

**I) CITY Obligations and Responsibilities:**

- (A) Upon Recipient completing the comprehensive exterior improvements acceptable to the City Manager and after construction is completed and upon receipt of all documentation relating to the projects improvement costs, the City shall reimburse Recipient for 50 % of the construction cost up to a maximum grant of **\$7,615.50**. In the event that Recipient fails to complete the comprehensive exterior improvements by the completion date, City shall not be liable for reimbursement for any construction costs unless the City Manager agrees in writing.
- (B) The CITY shall not be liable for payments for services beyond the scope of the City authorized improvements, nor shall the City be liable for improvements which are made after the exterior property improvement project is completed or after the City has authorized reimbursement to the Recipient.
- (C) The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects or other third parties. Payments to any contractors, architects or other parties are the sole responsibility of the Recipient.

**II) Recipient Obligations and Responsibilities:**

- (A) Recipient agrees to accept grant funds in an amount not to exceed **\$7,615.50**. Such grant funds shall be done on a reimbursement basis and shall only be for 50% of the construction cost up to a maximum grant amount of **\$7,615.50**; and
- (B) Recipient acknowledges and agrees that the grant funds will be limited to reimbursements for specific property improvements approved by the City on the property located at: **10235 NW 52nd Street, Doral, FL 33178**; and
- (C) Recipient represents and warrants that it is the owner of the subject property, or if the Recipient is not the owner, it has received the owner's written consent to improve the subject property (shown in Exhibit "A" which is attached hereto and incorporated by reference) and as such it is authorized to contract for exterior property improvements; and
- (D) Recipient shall submit grant application within grant cycle and before submission deadline. A final design sketch of the exterior property improvements along with the selected contractor's bid for the improvements will be included as part of the Façade Improvement Grant Application Packet (which is attached hereto within Exhibit "B" and is incorporated herein by reference.) At least two additional comparable estimates by licensed contractors will also be required as part of the Grant Application Packet. All general exterior property improvements shall be consistent with all applicable Federal, State and City of Doral codes and design regulations; and
- (E) Recipient agrees that all exterior property improvements as set forth in Exhibit "B" shall be completed by **May 1<sup>st</sup>, 2021** (the completion date) and no grant fund reimbursement payments shall be made prior to completion; and
- (F) Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; and

- (G) Recipient shall maintain books, records, and documents and adequate internal controls concerning the façade improvements, to sufficiently and properly reflect all expenditures of funds that will be subject to reimbursement by the City under this Agreement; and
- (H) Recipient shall make all books pertaining to the business and exterior property improvements project available to the City for inspection, review or audit purposes at all reasonable times upon demand the term of this Agreement and for three (3) years thereafter; and
- (I) The Recipient shall submit to the City not more than sixty (60) days after the exterior property improvement project is completed, all supporting documentation, including but not limited to paid receipts, two color photographs of the completed exterior property improvements and documentation relating to the construction costs expended for the exterior property improvements project on the subject property; and
- (J) The Recipient and or the Recipient's contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Recipient shall maintain, at its own expense, General Liability Insurance covering the subject property and the resultant uses thereof in the amount of \$1,000,000.00 and will maintain property damage coverage for a minimum of \$100,000.00 the premium of which shall be paid prior to execution of this Agreement. Said insurance shall name the City as an additional insured; and shall provide that the City will receive notice of any cancellation or change in coverage. Recipient shall furnish City with certificates of Insurance. Any lapse of this coverage during this period of the Agreement shall be grounds for termination of the Agreement by the City.

### **(III) Representations**

As a material consideration in granting the funds which are the subject of this agreement, the City has relied upon the following representatives of the Recipient:

1. Recipient, or any of its officers, directors, or employees has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.
2. To the best knowledge of the Recipient, there is no action, investigation or proceeding pending against the Recipient or any of its officers, directors or employees involving dishonesty, fraud, misrepresentation, moral turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding.
3. The Recipient is a duly authorized representative of the business and is authorized to execute this Agreement.
4. The Recipient shall comply with all applicable laws and procedures in connection with the expenditure of funds including but not limited to obtaining all necessary permits and licenses.

### **(IV) Term of Agreement**

This Agreement shall commence upon execution and shall expire sixty (60) days after the Completion Date. In the event that the Recipient fails to complete the project within one (1) year from the date of execution of this Agreement, City reserves the right to terminate this Agreement upon twenty-four (24) hours' notice to Recipient.

**(V) Designated Representatives**

The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

**AS TO AGENCY:**      **City Manager**  
City of Doral, FL  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**WITH A COPY TO:**   **General Counsel**  
City of Doral, FL  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**AS TO RECIPIENT:**   **Village of Doral Greens Homeowners Association**  
12350 SW 132<sup>nd</sup> Court, Suite 114  
Miami, FL 33186

**WITH A COPY TO:**   Carlos A Castillo  
10250 NW 52 Ln  
Doral, FL 33128

- (A) Recipient acknowledges that the City is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, Recipient hereby indemnifies and holds harmless the City for any actions, suits, or proceedings arising out of the subject matter of this Agreement. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof.
- (B) Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the City and the Recipient as an agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.
- (C) Recipient may not assign any rights under this Agreement without the prior written consent of the City, which may be withheld in its sole discretion.
- (D) The name and address of the official payee to whom payments hereunder will be made is:  
  
**Village of Doral Greens Homeowners Association, 12350 SW 132<sup>nd</sup> Court, Suite 114, Miami, FL 33186**
- (E) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Miami-Dade County, Florida. No remedy herein conferred


upon any part is intended to be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other of further exercise thereof.

- (F) This Agreement may only be amended or modified by an instrument in writing signed by both parties.
- (G) The Recipient acknowledges and agrees that the City may in its sole discretion discontinue this program at any time. At all other times, either party can cancel this agreement by thirty-(30) days written notice to the other. In the event that Recipient cancels this Agreement, the City shall not be liable to any contractor (s) or subcontractor (s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or subcontractor(s).
- (H) As a condition of receiving funds through the Façade Improvement Program, property owners must agree to keep the façade improvements well maintained, and to refrain from substantial modification of same, for a period of one (1) year. Removal, substantial alteration, or failure to maintain the façade improvements with the specified time frame shall be cause for the City to demand reimbursement of granted funds. Upon demand from the City, the applicant's failure to repair and/or replace the improvements or to reimburse the granted funds may cause the City to place a lien on the property for the amount of granted funds and administrative fees. The property owner further agrees to execute, as a condition to the award, a covenant or other instrument in a form prescribed by the City which will be recorded in the Public Records as an encumbrance upon the property for one (1) year from the project completion date.

FACADE IMPROVEMENT GRANT PROGRAM AGREEMENT (VILLAGE OF DORAL GREENS HOMEOWNERS ASSOCIATION)

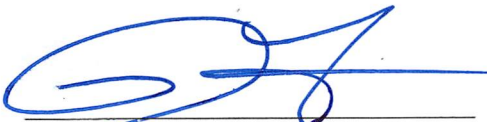
ATTEST:

DORAL, FLORIDA

  
\_\_\_\_\_  
CONNIE DIAZ, CMC *CMC*  
CITY CLERK

  
\_\_\_\_\_  
ALBERT P. CHILDRESS  
CITY MANAGER

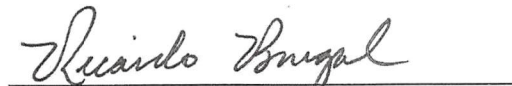
Approved as to Form and Legality for  
the Use and Reliance of the City of Doral,  
Florida, only.

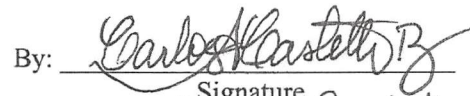
  
\_\_\_\_\_  
LUIS FIGUEREDO  
CITY ATTORNEY

AS TO RECIPIENT

ATTEST:

  
\_\_\_\_\_

  
\_\_\_\_\_  
CORPORATE SECRETARY  
TREASURER

By:   
\_\_\_\_\_  
Signature  
Print Name: Carlos Castillo  
Title: President of HOA



6 MAR '20 PM 12:02 # J. Cruz

### Applications Forms Doral Façade Improvement Grant Program

Date 03/05/20

Name and Type of Business

Village of Doral Greens Homeowners Assoc., Inc

Location of Business  
(Street address, name of building if applicable)

10235 NW 52nd St  
DORAL, FL 33178  
(Community Entrance)

Name/Address of Property Owner

Carlos Castillo  
10250 NW 52nd Ln  
DORAL, FL 33178  
(President of HOA)

Property Owner Phone

(305) 812 9071

Property Owner Mobile Phone

(954) 804 2324

Applicant's Mailing Address

Village of Doral Greens  
c/o Allied Property Group  
12350 SW 132 Court, Suite 114  
MIAMI, FL 33186

Email Address

caracast@gmail.com

Property Folio # (s)

3530200421070

Permit #:

Total Cost of Project \$ see 3 quotes Attached (attach itemized breakdown)

Requested Grant Amount \$ \_\_\_\_\_



General description of proposed improvement:

- Façade
- Siding
- Walls/Fencing/Railings
- ADA improvements
- Pedestrian amenities
- Windows/Doors
- Awnings/Canopies
- Lighting
- Painting
- Signage
- Detached monument signs
- Sidewalks/Surface Parking
- Landscape
- Other

Other details: Attach sheet if needed.  
 see attached letter and description.  
 Landscaping improvements of Doral Greens  
 entrance and corner of NW 102 AVE/NW 52st

✓ APPLICATION MUST BE ACCOMPANIED BY THREE (3) BONA FIDE BIDS FROM LICENSED CONTRACTORS FOR THE WORK TO BE COMPLETED UNDER THIS PROGRAM.

Signature of Property Owner Carlos Castillo

Print Name of Property Owner Carlos Castillo

Date 03/05/20





## **Work**

Please provide a brief, general description of the work to be performed, materials to be used, color and material samples (if applicable).

- **Exterior Walls (Includes façade (if applicable) structural, decorative and non-functional elements)**
- **Siding**
- **Windows/Doors**
- **Awnings/Canopies**
- **Walls/Fencing**
- **Lighting**



- **Painting**
- **ADA Improvements**
- **Signage/Detached Monument signage**
- **Sidewalk/Surface Parking Improvements**
- **Pedestrian Amenities**
- **Other Proposed Use**  
Landscaping improvements of Doral Greens  
entrance and corner of NW 102 Ave  
and NW 52 st



**Application attachments checklist:**

The following attachments are required:

- Renderings of proposed façade improvement project, Proposed Elevation Drawings \***
- Before and after pictures of the property**
- Current survey of property \***
- Site Plan \***
- Existing Elevation Drawings/Pictures**
- Schematic drawings illustrating proposed work, or pictures with project description outlines. Please provide certified copy of job set for the grant application. \***
- Three bids by licensed contractors for work to be completed \***  
**(Selected bid required for building permit, 2 additional bids needed for grant application)**
- Signed proof of consent from the owner of the property (including Homeowners Association boards or ruling bodies)\***
- City of Doral Building Permit and Plans (required for Final Payment Report only)**

\* Should be included as part of Building permit



**Grant Funds Usage**

**PLEASE NOTE: ARCHITECTURAL FEES, SURVEY FEES, PERMIT FEES, ETC ARE NOT ELIGIBLE FOR REIMBURSEMENT.**

Signage Cost: \$ —  
 Removal  New  Altered/Repaired

Awning Cost: \$ —

Painting Cost: \$ —  
Square feet \_\_\_\_\_

Cosmetic Alteration Cost: \$ —  
Describe:

Other Cost:

Corner NW 102<sup>NE</sup> / NW 52<sup>ST</sup>  
Landscaping Labor/Materials (estimate) 3128 \$ 6,260.00

Doral Greens entrance  
Landscaping labor/Materials (estimate 3109) \$ 8,979.00

Structural Alteration Cost: \$ —  
Describe:

Total Project Cost: \$ 15,239.00

Amount Requested \$ —  
(Not to Exceed 50% of Total Project Cost up to \$10,000)\*: \$ 7,619.50

*\*Grantee is solely responsible for securing & paying for any permits  
I hereby submit this application for a Façade Improvement Grant. I understand that these must be approved by the City of Doral and no work should begin until I have received written approval from the City of Doral. I also understand that the grant funds will not be paid until the project is completed and a final inspection is obtained.*

Signature of Applicant/  
Property Owner  Date 03/05/2020



**NOTICE TO APPLICANTS:  
THE CITY OF DORAL REQUIRES THE FOLLOWING:**

**Improvements**

**The following list shall be submitted in the application.**

**SIGNS/DETACHED MONUMENT SIGN:**

Provide a color rendering of the design chosen.

Include specifications as to the size and width of the sign. Note how and where the sign will be hung on the building.

Make sure the design and size have been reviewed by Planning & Zoning for compliance with City codes.

Submit at least three written bids from sign companies.

**AWNINGS:**

Provide information about color and style of awning chosen. Remember, awning selection must take into account the architectural style of the building.

Note where awning will be placed on building. Provide sample of material and color rendering.

Submit three written bids as required.

**PAINT: (provide color rendering)**

Provide samples of the colors chosen

Mark the location of body colors and accent colors. Submit three written bids as required.

**COSMETIC IMPROVEMENTS:**

Provide pictures and/or samples of the accessories (such as lighting, planter boxes, etc.) Submit written bids from three licensed contractors.

**STRUCTURAL AND EXTERIOR FAÇADE ALTERATION:**

Provide a rendering of major changes.

Provide all applicable items from Minor Improvements list above.

Provide building and construction details, diagrams, and signed and sealed engineering or architectural drawings, as appropriate in accordance with City requirements.

Submit three written bids from licensed contractors.




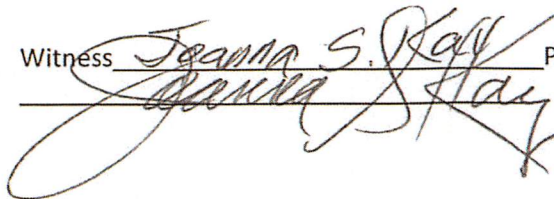
INDEMNITY AND HOLD HARMLESS AGREEMENT

Carlos Castillo (the Property Owner) agree(s) to indemnify and hold harmless The City of Doral and their officers, employees, agents or instrumentalities (the indemnified parties), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys' fees and costs of defense, which the indemnified parties may incur arising out of the negligence, error, omission, intentional acts, or other cause arising out of or resulting from the Property Owner's participation in the Doral Facade Improvement Grant Program. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the negligent acts or omissions of the indemnified parties. The Property Owner shall pay claims and losses in connection with the all of the foregoing and shall investigate and defend all claims, suits, or action of any kind or nature, including appellate proceedings in the name of the applicable indemnified party, and shall pay all costs and judgments and attorney's fees which may issue thereon. The parties agree that this agreement, and its underlying obligations, will be construed under Florida law. The Property Owner further agrees not to contest jurisdiction nor venue in the courts situated in Miami-Dade County, Florida. In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Property Owner is solely responsible for providing contractors, and assuring that contractors are fully insured and licensed and have obtained all necessary permits in accordance with City regulations.

Property Owner agrees that this indemnity and hold harmless agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Property Owner further states that he/she has carefully read the above indemnity and hold harmless agreement and he/she knows its contents and signs this agreement as his/her own free act. Property Owner's obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event. The undersigned hereby represents and warrants that he/she has full and legal authorization to enter into this agreement.

Dated this 05 day of March, 2020.

Property Owner Signature  Print Name Carlos Castillo  
President of HOA

Witness  Print Name \_\_\_\_\_



# Certification Regarding Lobbying

## Certification for Contracts, Grants – Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for Influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract\* grant, loan, or cooperative agreement.

2. If any, funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant loan, or cooperative agreement, the undersigned shall complete and submit standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty for no less than \$10,000 and not more than \$100,000 for each such failure.

BY: Carlos Castillo (Print business name & owner's name)

NAME: Carlos Castillo (Signature of owner)

TITLE: President of Village of Doral Greens HOA

DATE: 03/05/2020

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a)**



## FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

### **THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This form statement is submitted to Miami-Dade County

by Cerlos Castillo (President HCA) (Print individual's name and title)

for Village of Doral Greens (Print name of business submitting sworn statement)

whose business address is: 10235 NW 52 ST, DORAL, FL 33178 (Address, City, State, Zip Code)

and if applicable its Federal Employer Identification Number (FEIN) is 65-0527139

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

N/A

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2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "Affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term 'affiliate' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts of the provision of goods or entity. The term "person" includes those executives, partners, shareholders, employees, members, and agents who are active in management of an entity.





6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting sworn statement, not any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity had been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies.)

X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. Attach a copy of the final order.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED I PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 28.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Carlos A. Castillo  
(Signature)

Sworn to and subscribed before me this 5 day of March, 20 20.

Personally Known Carlos A. Castillo

Or produced identification \_\_\_\_\_ Notary Public-State of Florida

My commission expires (Printed, typed or stamped commissioned name of notary public)

Joanna S. Kay  
(Joanna S. Kay)



JOANNA S. KAY  
Commission # GG 348811  
Expires June 26, 2023  
Bonded Thru Budget Notary Services



# CRIMINAL RECORD AFFIDAVIT

The individual, officer, director, president or entity entering into a contract or receiving funding from the City has \_\_\_\_\_ has not X as of the date of this affidavit been convicted of a felony during the past ten (10) years.

Village of Doral Greens HomeOwners Assoc, Inc.  
(Printed Name of Business)

10235 NW 52nd St, DORAL, FL 33178  
(Business Address)

DORAL, FL 33178  
(City, State, Zip)

Carlos Castillo (President of HOA)  
(Print Owner or President Name)

STATE OF FLORIDA

COUNTY OF MIAMI

DADE

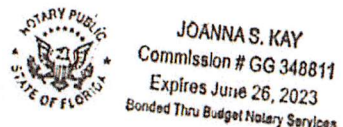
The a foregoing instrument was acknowledged before me this 5 day of March  
2020, by Carlos Castillo on behalf of Village of Doral Greens  
(Signature) (Business Name)

who is personally known to me or has produced \_\_\_\_\_, as identification

Notary Signature: Joanna S. Kay

Type or Print Name: Joanna S. Kay

Notary Seal: \_\_\_\_\_





**AFFIDAVIT OF FINANCIAL AND CONFLICT OF INTEREST**

1. Do you have any past due financial obligations with the City of Doral?

	YES	NO
Single Family House Loans	_____	
Multi-Family Housing Rehab	_____	
CDBG Commercial Loan Project	_____	<u>X</u>
U.S. HUD Funded Programs	_____	<u>X</u>
Other (liens, fines, loans, Occupational licenses, etc.)	_____	<u>X</u>

If YES, please explain: N/A

2. Are you a relative of or do you have any business or financial interest with any elected City of Doral official, Employee, or Member of any Advisory Boards?

YES \_\_\_\_\_ NO X

If yes, please explain: N/A

Any false information provided on this affidavit will be reason for rejection and disqualification of your project-funding request to The City of Doral.

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

By Carlos Castillo Date 03/05/2020  
(Print Name)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 05 day of March 2020

By Carlos Castillo He/She is personally known to me or has presented  
(Signature)


US Passport as identification.  
(Type of Identification)

Joanna S. Kay  
JOANNA S. KAY  
(Signature of Notary)  
Commission # GG 348811  
Expires June 26, 2023  
(Print or Stamp of Notary)

66348811  
(Serial Number)  
06/26/2023  
(Expiration Date)

Notary Public- Stamp of Florida  
(State)

Notary Seal

 JOANNA S. KAY  
Commission # GG 348811  
Expires June 26, 2023  
Bonded Thru Budget Notary Services



**Final Payment Report attachments checklist:**

The following attachments are required:

- Proof that all work was completed by the applicant, including photos documenting the completed work.**
  
- Project accounting report including invoices, receipts or other acceptable evidence of payment due from suppliers and licensed contractor(s).**
  
- A "final release of lien" and submission of a "final contractor's affidavit" upon final payment signed by each and all contractors.**
  
- All required permits and final inspection by the City.**
  
- A completed W-9, signed and notarized Doral Business Affidavit and Business Tax Receipt.**

THE VILLAGE OF  
**DORAL GREENS**  
 Home Owners Association

City of Doral, 5<sup>th</sup> of March of 2020

Government of the City of Doral  
 Façade Improvement Program  
 Attention: City Clerk  
 CC: Manuel Pila (Economic Developer).

This letter serves as a general description of the project to be implemented at Village of Doral Greens as part of a continuous effort to improve our community and the City of Doral.

In pursuit of façade improvements to our community and the City of Doral, we have performed several external facing initiatives to make our community more curve-side and external facing appeal. All of which, are in alliance with the City of Doral's constant road, landscaping and façade improvements. Our most recent project involved a complete Entry signage replacement and renovation project which constituted a much-needed upgrade.

After many internal facing landscaping projects, we are now in planning process to **perform upgrades to the external facing landscape. We are looking to improve the landscape in the Corner of NW 102<sup>nd</sup> Ave with NW 52<sup>nd</sup> St and in the entrance of the Village of Doral Greens (approximately 10235 NW 52 ST).**

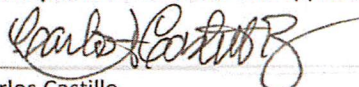
We are applying for assistance of funding in compliance with the City of Doral Façade Improvement incentive program. The scope is to significantly improve the landscaping of our community periphery.

Follows some detail of the project.

<p>Landscaping improvements on the Corner of NW 102<sup>nd</sup> Ave/NW 52<sup>nd</sup> St, DORAL.          Services and Materials:</p> <ul style="list-style-type: none"> <li>• 115 - 3G Arboricole Trinette</li> <li>• 39 - 3G Ficus Green Island</li> <li>• 1 - 100G Live Oak Tree</li> <li>• 2 - Pallets of Palmetto Mulch</li> <li>• 66 - Bags of Red Mulch</li> <li>• Removal of Tree and 2 Palm trees</li> </ul> <p>Total Cost Labor and Materials: \$6,260.00</p>	<p>Landscaping improvements to the entrance of the Village of Doral Greens Community.          Services and Materials:</p> <ul style="list-style-type: none"> <li>• 2 - Fg Ligustrum</li> <li>• 196 - 3G Arboricole Trinette</li> <li>• 256 - Ficus Green Island</li> <li>• 72 - Croton Mammy</li> <li>• 1 - Fg Robellini Palm</li> <li>• 90 - 4.5 in Annuals</li> <li>• 20 - 3G Crown of Thorn Dwarf</li> <li>• 1 - Pallet of Palmetto Sod</li> <li>• 194 - Bags of Red Mulch</li> </ul> <p>Total Cost Labor and Materials: \$8,975.00</p>
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Total Project Cost: \$15,235  
 Total Grant Request: \$7,617.50

On behalf of the Village of Doral Greens Homeowner's Association, LLC and its board of Directors, we would like to thank you in advance for this opportunity.

  
 Carlos Castillo  
 Village of Doral Greens  
 President of the HOA  
 (954) 8042324



THE VILLAGE OF  
**DORAL GREENS**

**ESTIMATE 3128**

DATE 2/20/2020



**PLANT BROTHERS**

PLANT BROTHERS LANDSCAPING INC  
10505 W OKEECHOBEE RD SUITE 101  
HIALEAH GARDENS, FL 33018  
305-247-1672

DORAL GREENS  
10235 NW 52 ST  
DORAL, FL 33178

Estimate Description	Quantity	Rate	Amount
LANDSCAPING LABOR: 52 ST CORNER: City landscaping project	1	1500.00	1500.00
3G Arboricola Trinette	115	5.50	632.50
3G Ficus Green Island	69	5.50	379.50
100G Live Oak	1	2200.00	2200.00
Sod Pallet Palmetto	2	275.00	550.00
Bag Mulch Red	66	3.00	198.00
REMOVE PALM (SMALL)	4	50.00	200.00
PALM REMOVAL (LARGE CLUMP)	1	300.00	300.00
REMOVE TREE	3	100.00	300.00
<b>Subtotal</b>			\$6,260.00
<b>Discounts</b>			\$0.00
<b>Sales Tax</b>			\$0.00
<b>Total</b>			\$6,260.00

Estimate is valid until 3/21/2020

Sign here for approval :

www.plantbrothers.com





**ESTIMATE 3109**

DATE 2/7/2020

**PLANT BROTHERS**

PLANT BROTHERS LANDSCAPING INC  
 10505 W OKEECHOBEE RD SUITE 101  
 HIALEAH GARDENS, FL 33018  
 305-247-1672

DORAL GREENS  
 10235 NW 52 ST  
 DORAL, FL 33178

Estimate Description	Quantity	Rate	Amount
LANDSCAPING LABOR: ENTRANCE: City landscaping project	1	3550.00	3550.00
Fg Ligustrum	2	500.00	1000.00
3G Arbuticola Trinette	196	5.50	1078.00
3G Ficus Green Island	256	5.50	1408.00
3G Croton Mammy	72	5.50	396.00
Fg Robellini Palm	1	400.00	400.00
4.5In Annuals	90	2.00	180.00
3G Crown Of Thorn Dwarf	20	5.50	110.00
Sod Pallet Palmetto	1	275.00	275.00
Bag Mulch Red	194	3.00	582.00
<b>Subtotal</b>			\$8,979.00
<b>Discounts</b>			\$0.00
<b>Sales Tax</b>			\$0.00
<b>Total</b>			\$8,979.00

Estimate is valid until 3/8/2020

Sign here for approval :

www.plantbrothers.com







**SOUTH FLORIDA LANDSCAPING GROUP CORP.**  
14492 SW 156 Streets  
MIAMI, FL 33177  
(305) 234-2916 FAX: (305) 234-2078  
Southfloridaland@aol.com

**VILLAGE OF DORAL GREENS**  
10235 NW 52 STREETS  
DORAL, FL  
C/o ALLIED PROPERTY GROUP  
12350 SW 132 CT SUITE 114  
MIAMI, FL 33186  
PHONE: (305) 232-1579  
FAX: (305) 969-0154

**ATTN: BOARD OF DIRECTOR**

February 19, 2020

**LANDSCAPING INSTALLATION PROPOSAL**

Corner NW 52 Street & 102 Avenue

Remove existing shrubs & cleanup the area including  
debris hauling

\$500.00

Add 1-load of 20 yards of potting soil

\$1,200.00

Install 2-Silvestre palms 6-8ft clean trunk \$1,950.00 each

\$3,900.00

130-Green Island ficus (3-gallon) \$9.00 each

\$1,170.00

130-Arbicola Trinett (3-gallon) \$8.00 each

\$1,040.00

2-Pallets of sod \$450.00 each

\$900.00

1-Pallet of red or brown mulch

\$350.00

**TOTAL: \$9,060.00**

**This proposal includes material, delivery, labor, & all the necessary equipment for  
The installation. We propose \$9,060.00 nine thousand sixty. It will be required  
50% deposit \$4,530.00 Four thousand five hundred thirty to start the job &  
the balance of \$4,530.00 Four thousand five hundred thirty will be due upon the job complete.  
Upon approval please email a sign copy so we can schedule the job.**

In the event any litigation arises out of this agreement, the prevailing party is entitled to attorney's fees

**THANK YOU FOR CHOOSING SOUTH FLORIDA LANDSCAPING GROUP CO**

**SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**PRINT NAME: \_\_\_\_\_**

**EFRAIN VANEGAS: \_\_\_\_\_  
SOUTH FLORIDA LANDSCAPING**

**SOUTH FLORIDA LANDSCAPING GROUP CORP.**  
14492 SW 156 Streets  
MIAMI, FL 33177  
(305) 234-2916 FAX: (305) 234-2078  
Southfloridaland@aol.com

**VILLAGE OF DORAL GREENS**  
10235 NW 52 STREETS  
DORAL, FL  
C/o ALLIED PROPERTY GROUP  
12350 SW 132 CT SUITE 114  
MIAMI, FL 33186  
PHONE: (305) 232-1579  
FAX: (305) 969-0154

**ATTN: BOARD OF DIRECTOR**

February 21, 2020

Entrance

Remove the existing shrubs on the entrance side,  
Exit side & center island including debris hauling \$700.00

Entrance & Exit side new planting

1-Load 20-yards of potting soil 1,200.00

100-Podocarpus (7-gallon) \$22.00 each  
To be planted along the wall \$2,200.00

300-Arbicola Tinett (3-gallon) \$8.00 each \$2,400.00

180-Cotoneaster (3-gallon) \$8.00 each \$1,440.00

4-False Agabe (15-gallon) \$150.00 each \$600.00

Middle Island

Remove the existing shrubs on the middle island,  
including debris hauling \$300.00

100-Cotoneaster (3-gallon) \$8.00 each \$800.00

130-Ixora Taiwanese (3-gallon) \$9.00 each \$1,170.00

100-Annuals such as Pentas, Sunpatients, or  
Begonias. \$300.00

2-Pallets of red or brown mulch \$350.00 each	\$700.00
Irrigation Repair as needed to be adjusted to The new landscape parts & labor	\$1,130.00

**TOTAL: \$12,940.00**

**This proposal includes material, delivery, labor, & all the necessary equipment for  
The installation. We propose \$12,940.00 twelve thousand nine hundred forty.  
It will be required 50% deposit \$6,470.00 six thousand four hundred seventy to start the job &  
the balance of \$6,470.00 six thousand four hundred seventy will be due upon the job complete.  
Upon approval please email a sign copy so we can schedule the job.  
In the event any litigation arises out of this agreement, the prevailing party is entitled to attorney's fees**

**THANK YOU FOR CHOOSING SOUTH FLORIDA LANDSCAPING GROUP CO**

**SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**PRINT NAME: \_\_\_\_\_**

**EFRAIN VANEGAS: \_\_\_\_\_  
SOUTH FLORIDA LANDSCAPING GROUP CORP**





12600 SW 125 Avenue  
Miami, FL 33186  
305.255.7000

Name / Address
Doral Greens 5235 NW 102 Ct Doral, FL 33178

# Proposal

Date	Proposal #
2/20/2020	8049

Design - Build - Maintain

Account Manager	Account #
Phone #	Fax #
305-255-7000	305-255-1281

Description	Qty	Rate	Total
52nd St. Entrance DEMO/PREP Remove 4 Ligustrum on west side of entry and Robellini. Clear voids in Pittosporum. Remove Pittosporum from 45 wall on both sides of entrance to make room for new color. Remove from 45 west wall and relocate Crotons to match opposing side. Grub/Prep for new planting.		1,250.00	1,250.00
PLANT MATERIAL			
Ligustrum; 12' x 12'	4	600.00	2,400.00
Pittosporum Green; 7g	7	36.00	252.00
Heliconia Caribea; 15g	10	130.00	1,300.00
Crotons Mammey; 7g	4	36.00	144.00
Imperialis Bromeliad; 15g	2	300.00	600.00
Foxtail Fern; 3g	60	9.00	540.00
MATERIALS			
Mulch; pallet	4	450.00	450.00
Fresh organic soil; cuyd		125.00	500.00
Labor to install plants.		3,250.00	3,250.00
TERMS OF AGREEMENT 1.Turf Management shall furnish all materials, tools, equipment and labor to install the landscape described herein. 2.All plant material is subject to reasonably local availability. 3.All operations shall be completed in a substantial and workmanlike manner. 4.Drawings and details are to serve as a guide and shall be followed as close as practical. 5.All newly planted areas must receive 100% coverage by automatic irrigation system 6.***Turf Management is not responsible for breakage of buried and unmarked objects, including pipes and wires, as a result of performing normal landscape construction. On site adjustments may be			
<b>Total</b>			

Customer Signature



12600 SW 125 Avenue  
 Miami, FL 33186  
 305.255.7000

Name / Address
Doral Greens 5235 NW 102 Ct Doral, FL 33178

# Proposal

Date	Proposal #
2/20/2020	8049

Design - Build - Maintain

Account Manager	Account #
Phone #	Fax #
305-255-7000	305-255-1281

Description	Qty	Rate	Total
<p>made as necessary. ***</p> <p>II. Time Schedule            It is anticipated that all Landscape work described herein will be completed within <u>30</u> working days from the time any necessary permits are issued provided weather conditions are favorable and there are no interruptions from other trades.</p> <p>III. Warranty            Trees will have a one-year warranty from the date of installation all other plant material will be warranted for six-months.</p> <p>IV. Acts of God            Turf Management Landscape assumes no responsibility for and shall not be held responsible for damages due to conditions beyond our control. Such conditions include, but are not limited to: Harsh weather, abnormally cold winter temperatures, wind, fire, vandalism, theft and lack of sufficient irrigation.</p> <p>V. Change Orders            If a change to the work required under this contract is thought necessary, it is hereby agreed that Turf Management and Owner/Rep will discuss the change prior to any change being made or any other work being performed. All changes will be made in writing, titled as a "Change Order". Change Order must be signed and dated by both parties before it becomes binding. Time for completion of this contract shall be extended by the time it takes to perform the work under the Change Order.</p> <p>II. Approval            This agreement contains the complete scope of work to be performed by Turf Management. 50% Deposit upon acceptance; and 50% upon completion; Final payment upon completion .</p> <p>APPROVED for Turf Management by: David Waddell            This proposal subject to acceptance within 30 days.</p> <p>Date: _____</p> <p>Signature: _____</p>			
<b>Total</b>			

Customer Signature



12600 SW 125 Avenue  
Miami, FL 33186  
305.255.7000

Name / Address
Doral Greens 5235 NW 102 Ct Doral, FL 33178

# Proposal

Date	Proposal #
2/20/2020	8049

Design - Build - Maintain

Account Manager	Account #
Phone #	Fax #
305-255-7000	305-255-1281

Description	Qty	Rate	Total
Print: ACCEPTED			
<b>Total</b>			\$10,686.00

Customer Signature \_\_\_\_\_



12600 SW 125 Avenue  
 Miami, FL 33186  
 305.255.7000

Name / Address
Doral Greens 5235 NW 102 Ct Doral, FL 33178

# Proposal

Date	Proposal #
2/20/2020	8050

Design - Build - Maintain

Account Manager	Account #
Phone #	Fax #
305-255-7000	305-255-1281

Description	Qty	Rate	Total
<b>DEMO/PREP</b> Remove Jasmine hedge. Remove Philodendron Selloum. Remove Multitrunk Phoenix Palm. Raise Robellini's and Oak. Prep and grab entire area for new planting.		1,200.00	1,200.00
<b>PLANT MATERIAL</b> Podocarpus; 7g Monstera; 7g Acalypha Copper Leaf; 7g Foxtail Fern; 3g Pentas Red; 1g	30 28 10 150 100	40.00 50.00 30.00 9.00 5.00	1,200.00 1,400.00 300.00 1,350.00 500.00
<b>MATERIAL</b> Organic Soil Mix; cuyd Mulch; pallet	8 2	125.00 450.00	1,000.00 900.00
Labor to install plants.		2,375.00	2,375.00
<b>TERMS OF AGREEMENT</b> 1. Turf Management shall furnish all materials, tools, equipment and labor to install the landscape described herein. 2. All plant material is subject to reasonably local availability. 3. All operations shall be completed in a substantial and workmanlike manner. 4. Drawings and details are to serve as a guide and shall be followed as close as practical. 5. All newly planted areas must receive 100% coverage by automatic irrigation system 6. ***Turf Management is not responsible for breakage of buried and unmarked objects, including pipes and wires, as a result of performing normal landscape construction. On site adjustments may be made as necessary. ***			
<b>Total</b>			

Customer Signature



12600 SW 125 Avenue  
Miami, FL 33186  
305.255.7000

Name / Address
Doral Greens 5235 NW 102 Ct Doral, FL 33178

# Proposal

Date	Proposal #
2/20/2020	8050

Design - Build - Maintain

Account Manager	Account #
Phone #	Fax #
305-255-7000	305-255-1281

Description	Qty	Rate	Total
<p><b>II. Time Schedule</b> It is anticipated that all Landscape work described herein will be completed within <u>30</u> working days from the time any necessary permits are issued provided weather conditions are favorable and there are no interruptions from other trades.</p> <p><b>III. Warranty</b> Trees will have a one-year warranty from the date of installation all other plant material will be warranted for six-months.</p> <p><b>IV. Acts of God</b> Turf Management Landscape assumes no responsibility for and shall not be held responsible for damages due to conditions beyond our control. Such conditions include, but are not limited to: Harsh weather, abnormally cold winter temperatures, wind, fire, vandalism, theft and lack of sufficient irrigation.</p> <p><b>V. Change Orders</b> If a change to the work required under this contract is thought necessary, it is hereby agreed that Turf Management and Owner/Rep will discuss the change prior to any change being made or any other work being performed. All changes will be made in writing, titled as a "Change Order". Change Order must be signed and dated by both parties before it becomes binding. Time for completion of this contract shall be extended by the time it takes to perform the work under the Change Order.</p> <p><b>II. Approval</b> This agreement contains the complete scope of work to be performed by Turf Management. 50% Deposit upon acceptance; and 50% upon completion; Final payment upon completion .</p> <p>APPROVED for Turf Management by: David Waddell This proposal subject to acceptance within 30 days.</p> <p>Date: _____</p> <p>Signature: _____</p> <p>Print: _____</p>			
<b>Total</b>			

Customer Signature



12600 SW 125 Avenue  
Miami, FL 33186  
305.255.7000

Name / Address
Doral Greens 5235 NW 102 Ct Doral, FL 33178

# Proposal

Date	Proposal #
2/20/2020	8050

Design - Build - Maintain

Account Manager	Account #
Phone #	Fax #
305-255-7000	305-255-1281

Description	Qty	Rate	Total
ACCEPTED			
<b>Total</b>			\$10,225.00

Customer Signature \_\_\_\_\_

**RESOLUTION No. 20-53**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF FISCAL YEAR 2020 FAÇADE IMPROVEMENT GRANTS IN THE AMOUNT OF \$7,615.50 TO VILLAGE OF DORAL GREENS HOMEOWNERS ASSOCIATION; \$10,000.00 TO VILLAGE OF DORAL DUNES HOMEOWNERS ASSOCIATION; \$3,837.02 TO DORAL MEADOWS HOMEOWNERS' ASSOCIATION; AND \$10,000.00 TO LOYOLA ELEMENTARY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral provides financial assistance to businesses and commercial property owners in Doral through the Façade Improvement Grant in order to stimulate private sector investment, economic growth and the beautification of buildings within Doral; and

**WHEREAS**, the City of Doral received four (4) applications in response to the FY 20 Cycle of the Façade Improvement Grant; and

**WHEREAS**, after careful review of the applications, the Façade Improvement Grant Evaluation Committee respectfully recommends that the Mayor and City Council approves Façade Improvement Grant awards to each of the following organizations:

1. Village of Doral Greens Homeowners Association- \$7,615.50
2. Village of Doral Dunes Homeowners Association- \$10,000.00
3. Doral Meadows Homeowners' Association - \$3,837.02
4. Loyola Elementary - \$10,000.00

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1.** The Mayor and the City Council of the City of Doral hereby approves a Façade award of \$7,615.50 TO Village of Doral Greens Homeowners Association, \$10,000.00 to Village of Doral Dunes Homeowners Association, \$3,837.02 to the Doral

Meadows Homeowners' Association, and \$10,000.00 to Loyola Elementary. Funding will come from Account No. 001.50005.500820.

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

The foregoing Resolution was offered by Councilman Cabrera who moved its adoption.

The motion was seconded by Councilwoman Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes


PASSED AND ADOPTED this 22 day of April, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY