

# CITY OF DORAL

## FACADE IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of May, 2019 by and between the City of Doral, Florida, ("City") and **Palmetto West Park Condominium Association Inc.**, owner of a property located at **7850 NW 46<sup>th</sup> Street, Doral, FL 33166** whose Federal I.D. No. is **52-2300044** ("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 per project, associated with façade and beautification projects for properties throughout the City limits; and

WHEREAS, pursuant to the FACADE IMPROVEMENT GRANT PROGRAM, **Kathleen T. Butler**, 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 **7850 NW 46<sup>th</sup> Street, Doral, FL 33166**; 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 project's improvement costs, the City shall reimburse Recipient for 50 % of the construction cost up to a maximum grant of \$10,000.00. 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 \$10,000.00. 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 \$10,000.00; 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: 7850 NW 46<sup>th</sup> Street, Doral, FL 33166; 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, 2020 (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:**   **Palmetto West Park Condominium Association Inc.**  
2050 Coral Way #402  
Miami, FL 33145

**WITH A COPY TO:**   Kathy Butler, Pres.  
c/o ALA Graphics  
7857 NW 46<sup>th</sup> St  
Doral, FL 33166

- (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:  
  
    **Palmetto West Park Condominium Association Inc., 2050 Coral Way #402, Miami, FL 33145**
- (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 (PALMETTO WEST PARK  
CONDOMINIUM ASSOCIATION, INC.)

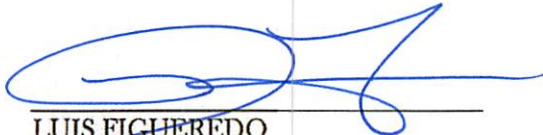
ATTEST:

DORAL, FLORIDA

  
\_\_\_\_\_  
CONNIE DIAZ, CMC *MMC*  
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:

Palmetto West Park Condo Association

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

By:   
Signature

Print Name: Kathleen Butler

Title: President



15 MAR '19 PM3:28

**Doral**  
**Façade Improvement Grant Program**

Grant Money Available Up  
to \$10,000 per Business  
Location

**PICK UP APPLICATIONS AT:**

City of Doral  
City Hall  
(3<sup>rd</sup> Floor)  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

Grant applications online at: [www.cityofdoral.com](http://www.cityofdoral.com)

For additional information contact:

Manuel Pila, Economic Developer  
305-593-6725 ext. 7016, [Manuel.Pila@cityofdoral.com](mailto:Manuel.Pila@cityofdoral.com)

Alex Tejerizo, Economic Development/Grants Coordinator  
305-593-6725 ext. 7011, [Alex.Tejerizo@cityofdoral.com](mailto:Alex.Tejerizo@cityofdoral.com)

**Please submit 1 original completed application**  
**We suggest you keep a copy also, for your records.**



15 MAR '19 PM 3:28

### Applications Forms Doral Façade Improvement Grant Program

Date 3/15/19

Name and Type of Business

Palmetto West Park Condominium Association Inc  
commercial condominium business park

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

Palmetto West Park Condo Assoc  
7850 NW 46 St.  
Doral, FL 33166 (Ref address)

Name/Address of Property Owner

Various

Property Owner Phone

305-477-1344 x 128

Property Owner Mobile Phone

305-799-5445

Applicant's Mailing Address

Palmetto West Park  
c/o Cadisa  
2050 Coral Way # 402  
Miami, FL 33145

Email Address

palmetto-west@alta-graphics.com

Property Folio # (s)

Permit #:

35-3022-026-0270 (Reference)

Total Cost of Project \$ 100,000.00 (attach itemized breakdown)

Requested Grant Amount \$ 10,000.00





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

**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 \_\_\_\_\_

Print Name of Property Owner \_\_\_\_\_

Date \_\_\_\_\_



## 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

See

'attached

- Windows/Doors

- Awnings/Canopies

- Walls/Fencing

- Lighting



- Painting

- ADA Improvements

See

- Signage/Detached Monument signage

attached

- Sidewalk/Surface Parking Improvements

- Pedestrian Amenities

- Other Proposed Use



**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: \$ 20,000.00  
 Removal  New  Altered/Repaired

Awning Cost: \$

Painting Cost: \$ 5000.00  
 Square feet \_\_\_\_\_

Cosmetic Alteration Cost: \$  
 Describe:

Other Cost:

Landscape Improvements \$ 70,000.00  
Pavers/Paving \$ 30,000.00  
 \_\_\_\_\_ \$

Structural Alteration Cost: \$  
 Describe:

Total Project Cost: \$ 125,000.00 ±

Amount Requested \$  
 (Not to Exceed 50% of Total Project Cost up to \$10,000)\*: \$ 10,000.00

\*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 Karl I. Burt Date 3/15/19



**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**

Palmetto West Park Condo

(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 15<sup>th</sup> day of March, 2019.

Property Owner  
Signature Kathleen T. Butler

Print Name Kathleen T. Butler  
Pres. Palmetto West Park  
Condo Assoc. Inc.

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: Palmetto West Park Condo Assn. Inc.  
Kathleen T. Butler (Print business name & owner's name)

NAME: KATH T. BUTLER (Signature of owner)

TITLE: President

DATE: 3/15/19

**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 Kathleen T. Butler (Print individual's name and title)

for Palme Ho West Park Condo. Assoc. (Print name of business submitting sworn statement)

whose business address is: 2050 Cogswell (Address, City, State, Zip Code)

and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

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

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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.)

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.)

\_\_\_\_\_ 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.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally Known \_\_\_\_\_

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

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



# 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.

Palmetto West Park Condo Assoc. Inc.  
(Printed Name of Business)

2050 Coral Way # 402  
(Business Address)

Miami FL 33145  
(City, State, Zip)

Kathleen Butler  
(Print Owner or President Name)

STATE OF FLORIDA

COUNTY OF MIAMI

DADE

The a foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Signature) (Business Name)

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

Notary Signature: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

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.S. HUD Funded Programs	_____	_____
Other (liens, fines, loans, Occupational licenses, etc.)	_____	_____

If YES, please explain:

\_\_\_\_\_  
\_\_\_\_\_

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

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

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 Kathleen T. Butler  
(Print Name)

Date 3/15/19

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By \_\_\_\_\_ He/She is personally known to me or has presented  
(Signature)

\_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary)

\_\_\_\_\_  
(Expiration Date)

Notary Public- Stamp of \_\_\_\_\_  
(State)

Notary Seal





**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.

# Palmetto West Park Condominium Doral Facade Grant Improvement Program

## **Park Overview**

Palmetto West Park Condominium Association, Inc. is a 25 acre Commercial Industrial / Office park located in Doral between NW 79th Avenue and the Palmetto Expressway adjacent to the Pepsi / Terra property at NW 46 Street. The park consists of 46 Commercial / Industrial units and 108 Office units with a total of 400,000 square feet of space. The park was built between 2001 and 2006 and is in the process of a number of improvements. The property has approximately 800 feet of frontage on NW 79th Avenue with 3 entrances from 79th Ave. The facade and street facing condition of the park offer major opportunity for updating this 800-foot section of NW 79th avenue. Because the park is contiguous with the Pepsi / Terra project, improvements would result in a 1600-foot modern entrance to the Downtown Doral area.

## **Short Term Facade Improvement Plan**

The park has currently contracted with a Landscape Architect to update the overall planning. The grant would be used for additional "Hardscape" including Monument sign and redesigned entrance including pavers and updated paint and finishes in our existing "guardhouse" structure. Preliminary renderings are attached but the project involves additional architectural work to integrate landscape design with full facade redesign like the rendering examples. Final bids have not been solicited because final specifications are being defined by the ongoing planning. The bids attached include Signage and Paving but the scope of the project would require additional work and cost. It is estimated that total cost for this project will exceed \$100,000. The project would be completed during 2019.

## **Medium Term Improvement Plan**

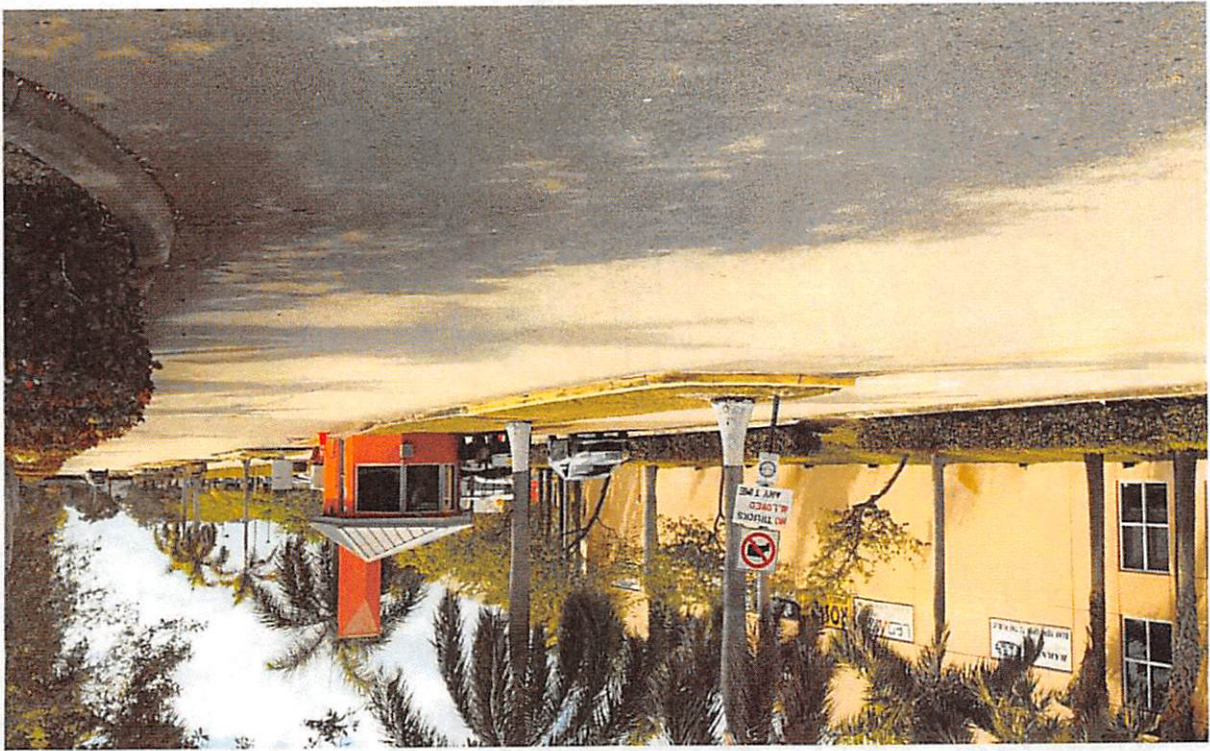
The park is involved in a number of capital improvement projects that will have a major impact on the visual presence of the park. These projects are in the planning phases but include repainting, updated building signage and repaving / paver replacement. Possible renderings of these projects are included.



**FACADE REDESIGN RENDERING EXAMPLE**



**CURRENT ENTRANCE FACADE**



**SHORT TERM FACADE IMPROVEMENT PLAN**







# MEDIUM TERM IMPROVEMENT PLAN



**CURRENT BUILDING FACADE**



**BUILDING REDESIGN RENDERING EXAMPLE**



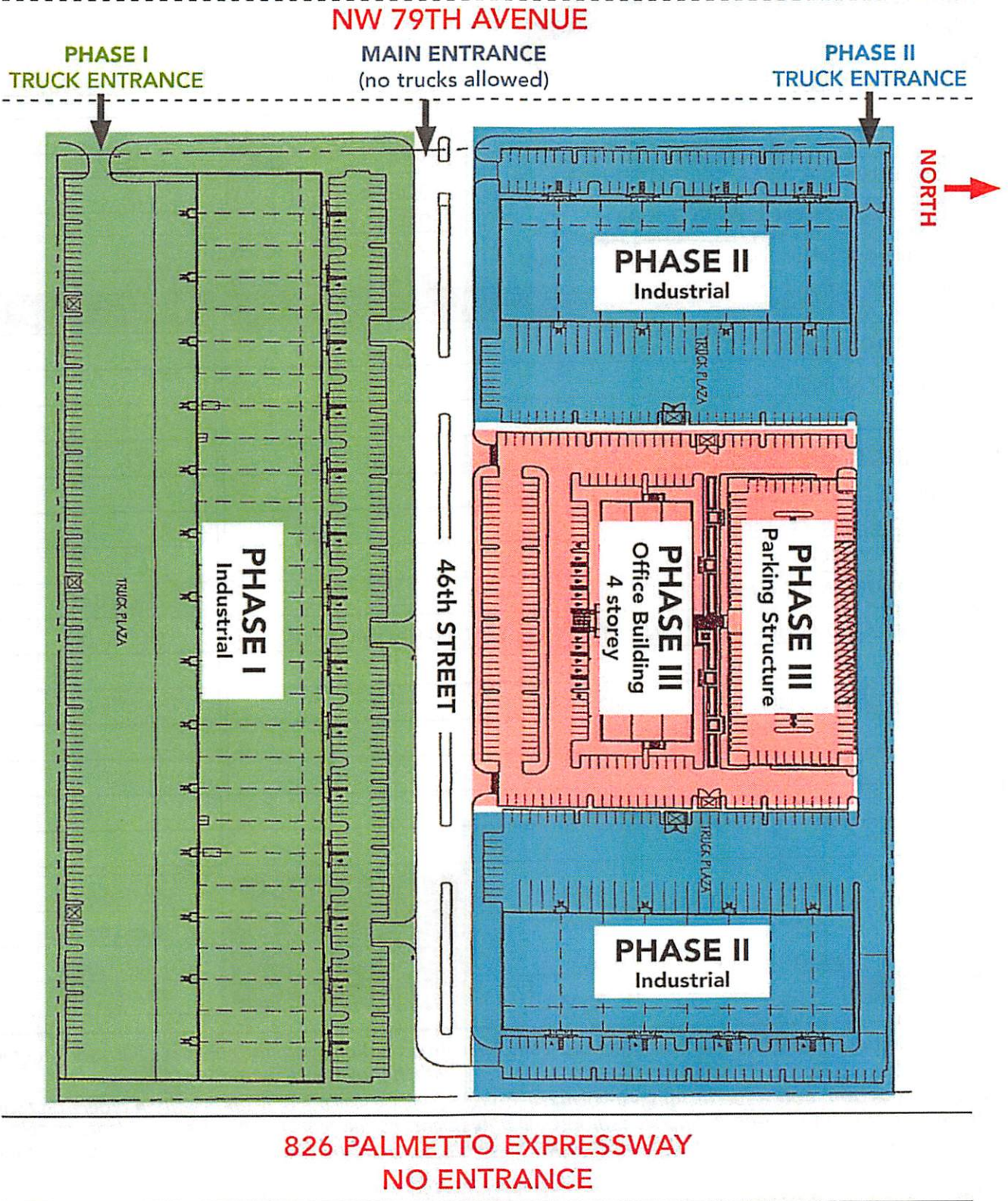




# PALMETTO WEST PARK

CONDOMINIUM ASSOCIATION INC

7857 NW 46th Street, Doral, FL 33166





SIGN MANUFACTURING

2400 W 3rd Court, Hialeah, FL 33010  
 Phone: (305) 885 3411 • Fax: (305) 885 3466  
 E.mail: foreversigns@aol.com • http://www.foreversignsusa.com

# PROPOSAL

CUSTOMER NAME

PALMETTO WEST PARK

ADDRESS

7857 NW 46TH ST

CITY

DORAL

STATE

FL

ZIP CODE

PHONE

786.799.5430 JOHN

FAX

JOHN@ALTA-GRAPHICS.COM

SERVICE	PRICE
6' X 7' ENTRY SIGN	
MONUMENT SIGNS	
SPEC:	
STEEL STRUCTURE	
STEEL POLES	
CUTUT PUSHTHRU LETTERS	
6' X 7' ENTRY SIGN	\$6,190.00
8' X 5' MONUMENT WITH NUMBERS	\$6,580.00
TRUCK UNLOAD ALUMINUM SIGN WITH POLE \$660.00 EACH QTY: 2	\$1,320.00
INSTALLATION & FOOTING INCLUDED	

SUB-TOTAL	\$14,090.00
TAX (7%)	\$295.89
CITY PERMIT	NOT INCLUDED
TOTAL	\$14,385.89

DATE	MONTH	DAY	YEAR
	11	13	2018

We hereby propose to furnish labor and materials - complite with accordance with the above specifications, for the sum of \_\_\_\_\_ dollars, plus 7% tax \_\_\_\_\_ with the payment to be made as follows.

Any alterations from above specifications involving extra costs, will be execute only upon written orders, and will become an extra charge over and above estimate. All agreements contingents upon strikes, accidents or delays beyond control. This proposal subject to acceptance within \_\_\_\_\_ days and void there after at the option of the undersigned.

YOUR SIGNATURE CONSTITUTE AN AGREEMENT TO THE CONDITIONS OF THIS PROPOSAL.

CUSTOMER SIGNATURE

[Signature Line]

SELLER SIGNATURE

DAYANA CASTELLANOS



7'

Cut-out letters

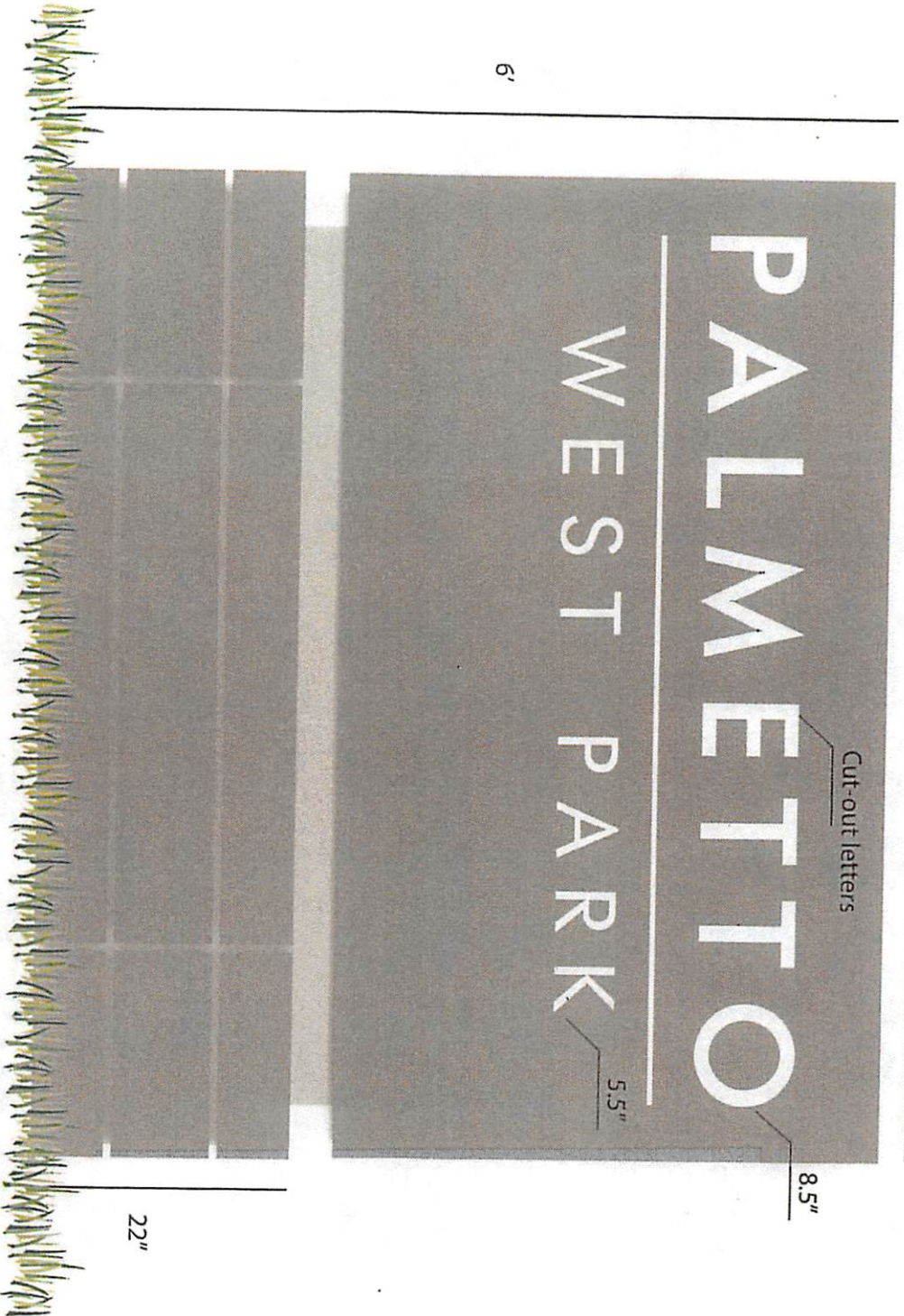
8.5"

5.5"

PALMETTO  
WEST PARK

6'

22"



Project: Monument sign



Info@foreversignsusa.net | www.foreversignsusa.net

Sales Rep: Robin Perez  
Add:

Date: 11/9/2018

Scale: N/A

Sheet:

305.885.3411

2400 W 3rd Ct, Hialeah, FL 33010





**PALMETTO**  
 WEST PARK

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← 1530 - 1531-1532

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↑ 1540 - 1541-1542

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→ 1550 - 1551-1552

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↑ 1530 - 1531-1532

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↑ 1530 - 1531-1532

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↑ 1560 - 1561-1562




Project: Monument sign


Sales Rep: Robin Perez


Date: /11/92018

Scale: N/A Sheet:

Add:

 [info@foreversignsusa.net](mailto:info@foreversignsusa.net) | [www.foreversignsusa.net](http://www.foreversignsusa.net)

 305.885.3411

 2400 W 3rd Ct, Hialeah, FL 33010



PROPOSAL

P.O. Box 348093  
 Coral Gables, FL 33234  
 Phone 305-984-0457

DATE: OCTOBER 29, 2018

TO:  
 Palmetto West Park  
 John Butler  
 7857 NW 46 Street  
 Doral, FL 33166  
 305-477-1344 ext 125  
 john@alta-graphics.com

DESCRIPTION	AMOUNT
<p>One Seed agrees to provide a landscape design for the Palmetto West Park located at 7857 NW 46 Street, Doral, FL 33166.</p> <p>Landscape Plan            Deliverables include:</p> <ul style="list-style-type: none"> <li>• Tree Disposition Plan that accounts for all trees to remain, to be relocated or to be removed along with all necessary mitigation requirements.</li> <li>• Planting Plan that meets the requirements of City of Doral drawn to scale indicating number and placement of all trees, shrubs, ground cover and sod.</li> <li>• Images of all trees, shrubs, ground cover and sod listed on landscape plan.</li> </ul> <p>All plans to be signed and sealed by a Landscape Architect registered in the State of Florida. This proposal includes two rounds of revisions. A single round includes meeting with client over phone or in person to discuss and agree upon changes to be made to the most recent landscape plan and then submittal of a revised plan by One Seed including all agreed upon changes. After three rounds of revisions, all additional rounds will be charged based on scope of revisions with a minimum charge of \$250.00</p> <p>Client Deliverables:</p> <ul style="list-style-type: none"> <li>• Tree Survey or Original Landscape Plan of property provided in CAD (.dwg) format.</li> <li>• CAD Files of existing construction showing buildings, property boundaries, septic tank(s), drain field(s), underground or overhead lines (if any) and easements.</li> </ul>	<p style="text-align: right;">Total \$4,000.00</p>

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

*Permit fees are not included.*

*Payment Terms: 50% Deposit is required to begin the work. Final 50% is due upon receipt of first draft of landscape plan.*

*This proposal may be withdrawn by us if not accepted within 30 days.*

If you have any questions concerning this proposal, contact AJ Morales at [aj@plantoneseed.com](mailto:aj@plantoneseed.com).

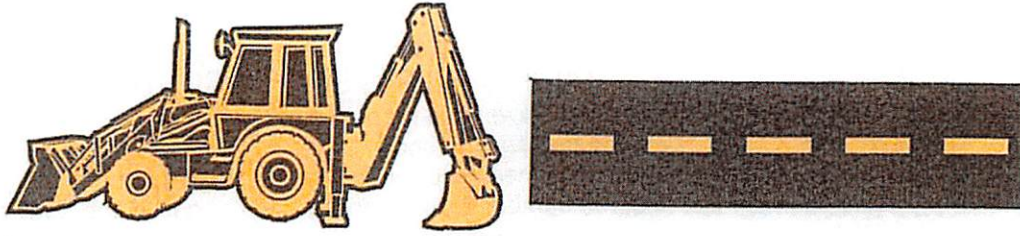
**ACCEPTANCE OF PROPOSAL**-The above prices, specifications & conditions are satisfactory & are hereby accepted. You are authorized to do the work and payment will be made as outlined above.

Name \_\_\_\_\_

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

**Thank you for the opportunity to earn your business.**





# PAVE THE WAY ENGINEERING

8311 NW 70<sup>TH</sup> STREET MIAMI, FL 33166  
(305) 716-3311 OFFICE (305) 716-3322 FAX  
EMAIL: GOTASPHALT2012@YAHOO.COM  
WILKIN HERNANDEZ (786) 277-8539 CELL

**CONTRACT SUBMITTED TO:**

Name: PALMETTO PARK  
Email: JOHN@ALTA-GRAPHICS.COM  
Phone: (305) 477-1344 EXT 125 Date: 11/08/18  
Street: 7857 NW 46<sup>TH</sup> STREET  
City: DORAL  
State: FL Zip: 33166

**JOB SITE INFORMATION:**

Name: PALMETTO PARK – PHASE 1  
Phone: (305) 477-1344 EXT 125 Date: 11/08/18  
Street: 7857 NW 46<sup>TH</sup> STREET  
City: DORAL  
State: FL Zip: 33166

Initials: \_\_\_\_\_

I propose to furnish all materials and perform all labor necessary to complete the following:

1. ALIGN 6 HANDICAP POST, AND INSTALL THREE 30"X30" HIGH INTENSITY STOP SIGNS ONLY (\$825.00)
2. SEALCOATING & RE-STRIPING (58,948 SQ FT) (\$9,876.00)
  - A. Clean parking lot with a commercial blower and broom as needed
  - B. Apply primer bond seal treatment on heavy oil spots
  - C. Apply F.A.S to star sealer and will be mechanically agitated by machine
  - D. Apply Silica sand 3-4 lbs. of grade number 2 silica sand added per gallon and it will be mechanically agitated by machine
  - E. Apply application of first coat of star sealer (Star sealer) at the rate of 1/6 of a gallon per square yard using professional process
  - F. Apply application of second coat of same sealer for heavy traffic areas
  - G. Stripe parking lot to old lay out (186 double line spaces, 3 regular stop bars with double yellow lines, and 14 handicap space)

All of the work is to be completed in a substantial and workmanlike manner for the sum of Ten Thousand Seven Hundred & One Dollars (\$10,701.00) Payment to be made each in the following manner.

**50% Deposit at the beginning of the job**  
**25% half way completion of job**  
**Final 25% upon completion of job**

- The entire amount of the contract is to be paid within 7 days after completion.
- Permit fee's & process fee's it will be an extra cost to this contract. Any other changes required by the city county will also be an extra cost and change order.
- Mobilization: This proposal is based upon a 2-day mobilizations period. Any remobilization will be charged at \$1,200.00 each.
- We are not responsible for any rotten wheel stops that break upon removal. There will be a charge of \$45.00 if we have to replace any rotten broken wheel stop.
- We are not responsible for any prior work that was done by the other contractor.
- General contractor is responsible for all testing to materials, and for all elevation point needed.
- There is not any allowance for any other repair of the existing parking lot in this contract.
- We are not responsible for any landscaping that's gets damage by construction.
- We are not responsible for any septic tanks, sewer lines, sprinklers lines, or any underground lines of any nature.
- M.O.T: Pave The Way Engineering is not responsible for M.O.T. Contractor is responsible for M.O.T service.

Initials: \_\_\_\_\_

- When paving, we make every reasonable attempt to accommodate proper drainage, however we cannot guarantee that 100% of all standing water will be eliminated. Drainage is not guarantee. Newly placed asphalt may mark and scuff do to the grinding of tires until fully cured.
- Star sealer from Star Seal requires 48 hours of drying time.
- Newly place asphalt requires seven days of healing and non-driving.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. Job sites will be barricaded and blocked off throughout time of contract. G&G EQUIPMENT RENTALS, INC. DBA PAVE THE WAY ENGINEERING is not liable to any damages to sealer, new asphalt and new concrete caused by others while jobsite is barricaded. All agreements must be made in writing.

G&G Equipment Rentals, Inc.  
DBA Pave The Way Engineering

\_\_\_\_\_  
Wilkin G. Hernandez, President

\_\_\_\_\_  
Date

**ACCEPTANCE**

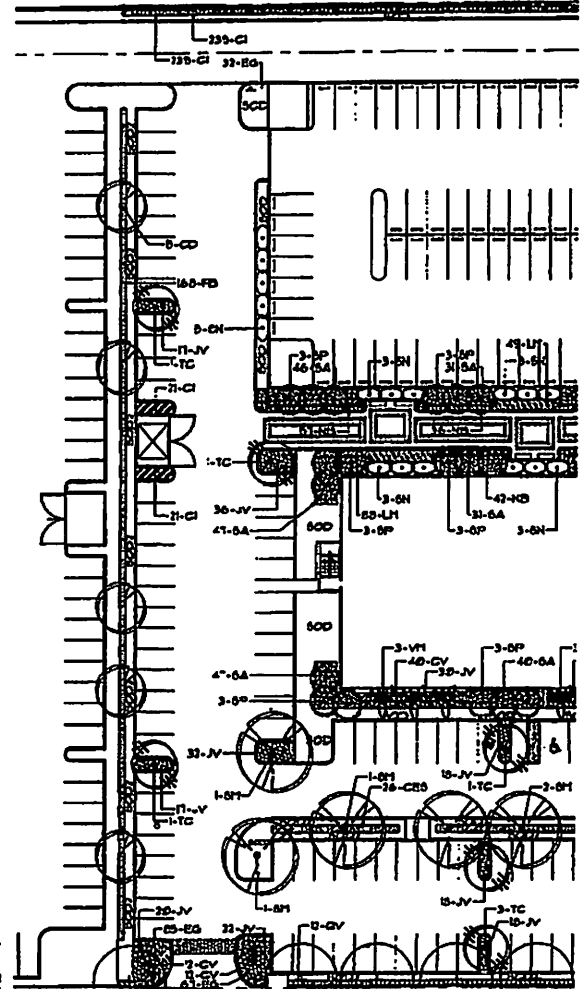
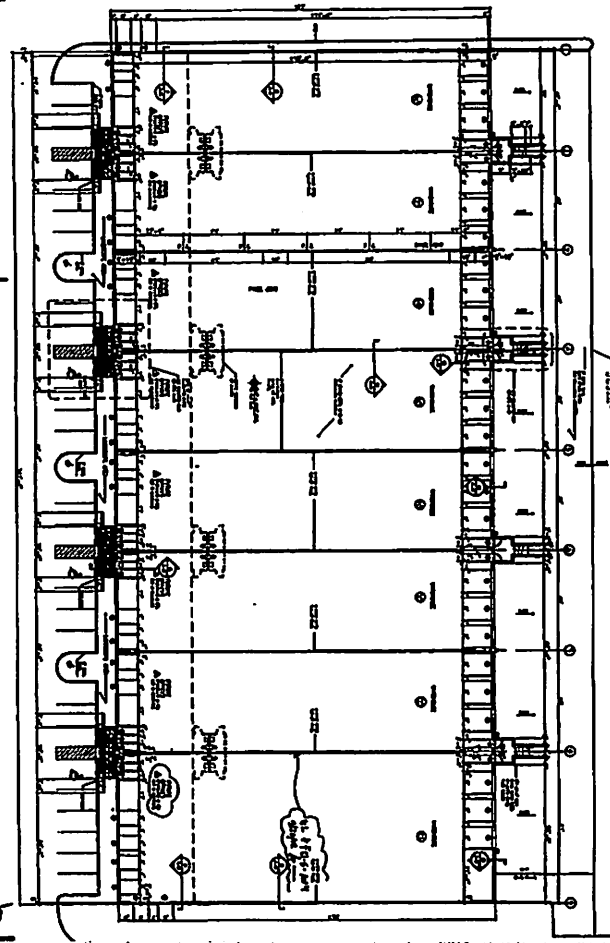
The above prices, specification and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified above. The purchaser agrees to pay all costs of collection, including a reasonable attorney's fee in the event this invoice is place with an attorney for collection. A finance charge of 2% daily will be charged on all invoices over 30 days old.

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

\_\_\_\_\_  
Date

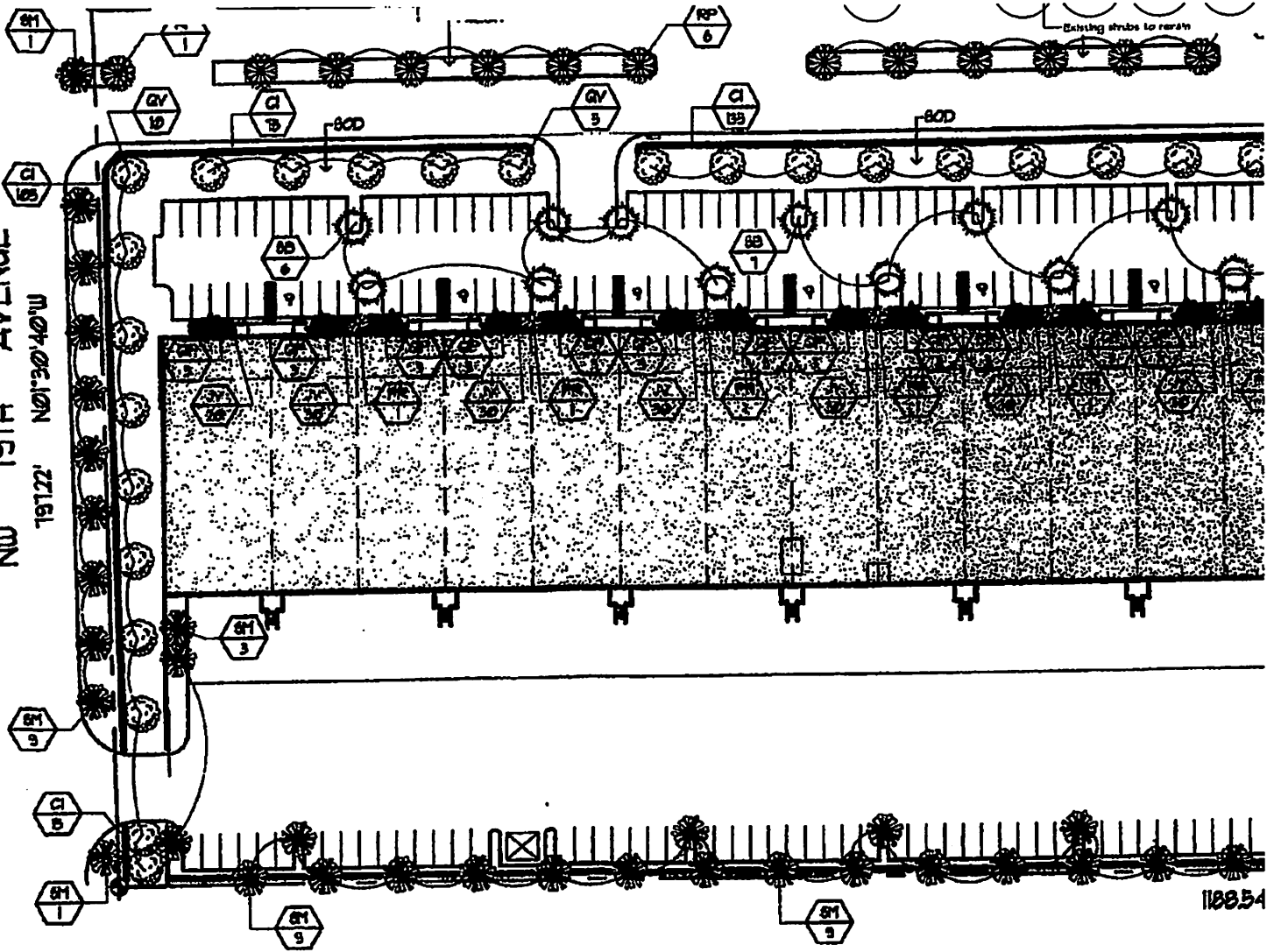
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Print Name

Initials: \_\_\_\_\_



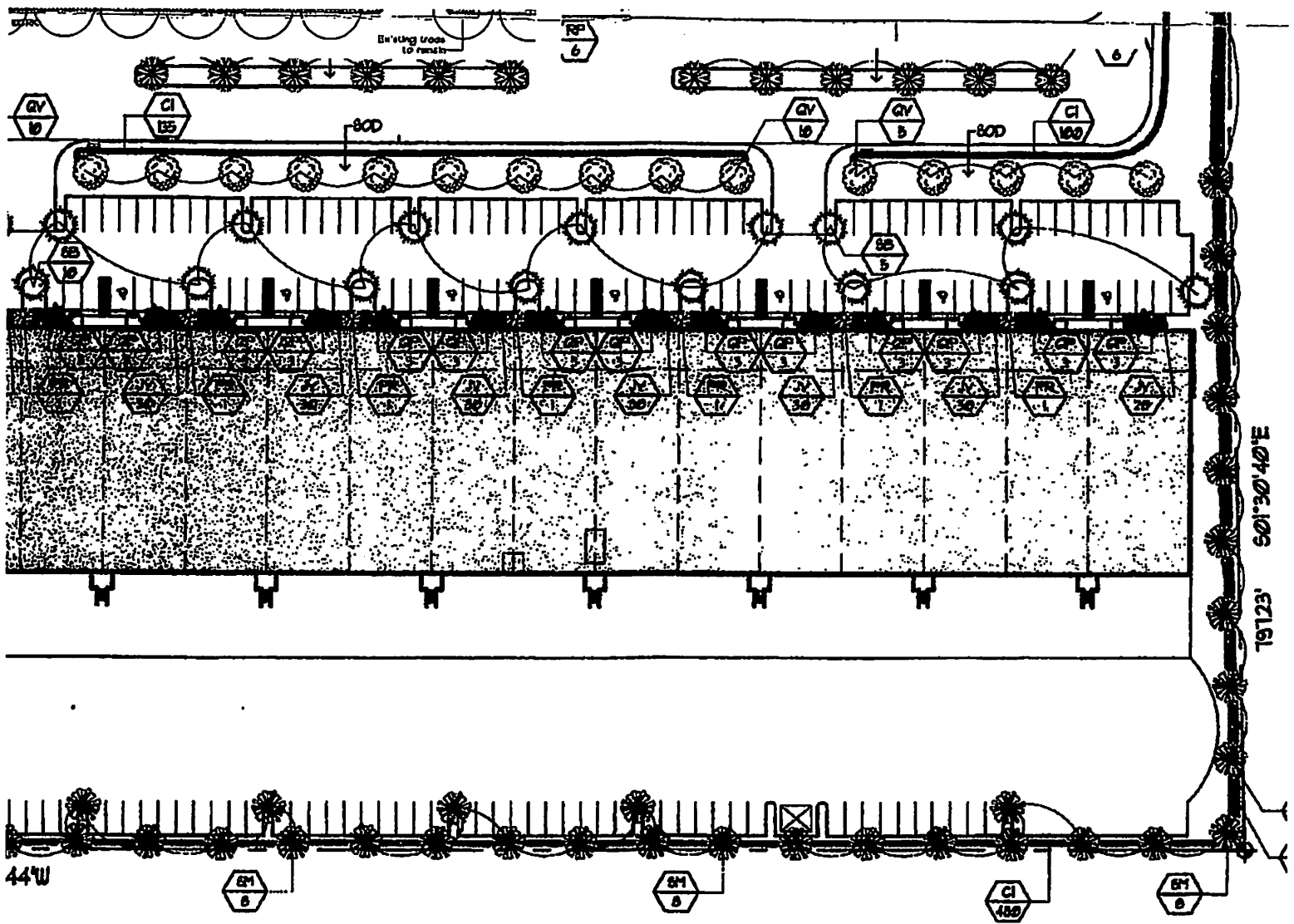


19122' N01°30'40"W  
NW 19TH AVENUE



118854







**RESOLUTION No. 19-103**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF FISCAL YEAR 2019 FAÇADE IMPROVEMENT GRANTS IN THE AMOUNT OF \$10,000.00 TO ISLANDS AT DORAL MASTER ASSOCIATION; \$10,000.00 TO PALMETTO WEST PARK CONDO ASSOCIATION; AND \$10,000.00 TO VETERINARY ACQUISITIONS; 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 twelve (12) applications in response to the FY 19 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. Islands at Doral Master Association- \$10,000.00
2. Palmetto West Park Condo Association- \$10,000.00
3. Veterinary Acquisitions - \$10,000.00

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

**Section 1. Approvals.** The Mayor and the City Council of the City of Doral hereby approves a Façade award of \$10,000.00 to Islands at Doral Master Association, \$10,000.00 to Palmetto West Park Condo Association, and \$10,000.00 to Veterinary Acquisitions.

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

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


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

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

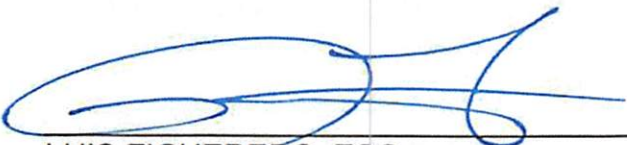
PASSED AND ADOPTED this 10 day of April, 2019.

  
\_\_\_\_\_  
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