

**RESOLUTION NO. 2022-064**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEIGHBORHOOD BEAUTIFICATION GRANT AWARD IN THE AMOUNT OF THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00) TO THE COUNTRY ESTATES CIVIC ASSOCIATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council approved, established and set specific criteria for a Neighborhood Beautification Grant Program; and

**WHEREAS**, Country Estates Civic Association has submitted a Neighborhood Beautification Grant Application to the Town, which is attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Council is solely responsible for reviewing and making Neighborhood Beautification Grant Program grant awards; and

**WHEREAS**, all grants require a minimum of at least a fifty percent (50%) match; and

**WHEREAS**, Country Estates Civic Association's grant application is for the purchase of twelve (12) new entranceway signs and the installation of ten (10) of those signs in Country Estates; and

**WHEREAS**, Country Estates Civic Association is requesting a Neighborhood Beautification Grant of Three Thousand Dollars and Zero Cents (\$3,000.00) with an equal match; and

**WHEREAS**, funds were budgeted in FY 2021-2022 within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants and Three Thousand Dollars and Zero Cents (\$3,000.00) is currently available; and

**WHEREAS**, it has been determined to be in the public's best interest to award the Neighborhood Safety Grant to Country Estates Civic Association; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves an Agreement in the amount of Three Thousand Dollars and Zero Cents (\$3,000.00) with the Country Estates Civic Association as a Neighborhood Beautification Grant, in accordance with the terms and conditions contained within the Neighborhood Beautification Grant criteria and the Agreement attached hereto as Exhibit "B" which is incorporated herein by reference.

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

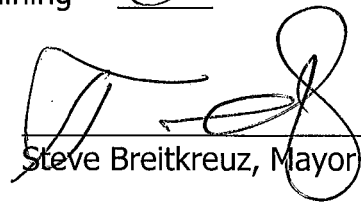
**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 14<sup>th</sup> day of July 2022 on a motion by

Jim Hartmann and seconded by Jim Jablonski.

Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
Allbritton	<u>Yes</u>
Hartmann	<u>Yes</u>
Kuczynski	<u>Yes</u>


Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
Steve Breitkreuz, Mayor

Attest:

  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
Keith Poliakoff, Town Attorney  
1001.1030.01



# **Rural Identification Design Development Program**

**Neighborhood Beautification Application**

**FY 2021**

Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
954-434-0008  
[www.southwestranches.org](http://www.southwestranches.org)

## **HISTORY OF NEIGHBORHOOD BEAUTIFICATION PROGRAM**

The Neighborhood Beautification Program is designed to benefit the Town of Southwest Ranches by creating a sense of place.

It is a matching grant available to Southwest Ranches residents for the purpose of beautifying the Ranches thoroughfares, entrance ways to subdivisions, neighborhoods and/or other public property. The improvement must be on public right-of-way. The following is the grant information and requirements.

### **WHO MAY APPLY?**

Applicant must be a neighborhood-based group that represents a defined area in the Town of Southwest Ranches. Evidence of such designation must be attached with this application along with a letter from applicant's president/board authorizing the application and designating the applicant to act in authority.

### **ELIGIBLE AND INELIGIBLE COSTS**

All materials, labor and establishment period maintenance costs itemized as a Neighborhood Beautification grant request or as applicant's match (whether provided as in-kind services/materials or provided using other allowable grant sources or paid as cash by application) must be costs related to the proposed project. Grant funds may be used for "softscape" items such as vegetation, supportive irrigation, mulch, backfill soil, topsoil, fertilizer, tree staking, etc. Grant funds may also be used for "hardscape" items such as walls, fences, fountains, irrigation, signage, etc.

Costs for design, permits and construction administration are not eligible for grant requests or applicant's match.

### **APPLICATION GUIDELINES FOR GRANT CONSIDERATION:**

1. A Letter of Support must be obtained from each adjacent property owner abutting installation. Letters of Support are required for all capital improvement projects.
2. Letter of Support from Applicant board members.
3. The Maintenance Agreement must be completed, signed, and submitted with the application.
4. Applicant must follow Town of Southwest Ranches permitting process.

**APPLICATION DEADLINE:**

Contact the Town of Southwest Ranches to determine when funds are available.

**Please mail or deliver to:**

Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
ATTN: Community Services Manager

A committee comprised of Rural Public Arts and Design Advisory Board and Town of Southwest Ranches Staff will review and rate NBP applications. Applicants will be approved by the Town Council.

Applicants awarded the Neighborhood Beautification Program grant will meet with Town staff to review and discuss the project's scope, design/construction timeline and project implementation process.

**RANKING CRITERIA:**

Ranking of NBP project applications will include by not be limited to the following criteria:

- Neighborhoods that have not previously received funding from the NBP will be given preference.
- How the project furthers Town and neighborhood goals and/or complements its rural lifestyle.
- Whether the applicant collaborates or partners with an outside agency to develop and complete project construction.
- Whether the matching funds plan is realistic.
- The time necessary to design, bid and construct the project.
- The long-term maintenance plan for the project proposed by neighborhoods willing to maintain the improvements will be given priority in the selection process.
- Whether the project can be constructed with approval of regulatory or other governmental agencies.
- Practicality of the project given the available Town resources, including the availability of qualified in-house personnel to design the project and/or outside consultants.

- Applicants must ensure that their proposed project can be completed within 12 months from the commencement date

## **PROJECT CRITERIA**

1. The improvements must be located in the public right-of-way, be on Town owned property, or be contained in a Town-owned easement.
2. A 50% match is required.
3. Match can include sweat equity contributions, materials, equipment or professional services or cash.
4. Labor valued at \$10.00 per hour for sweat equity contributions.

**The applicant must agree to and be able to match at a minimum 50% of the grant amount requested. Matching funds may be met by the following methods:**

### **A. Cash**

Cash includes funds from an applicant's savings or other cash reserves. Applicants must provide proof of cash-on-hand (i.e., bank statement).

### **B. Contributions**

Contributions from Private Corporation or public entities may be used toward the match if applicants provide a letter of intent outlining the specific donation of cash, materials/equipment, or professional services. Professional services rendered by a licensed consultant for landscape, electrical, or detailed architectural designs must meet Town Engineering standards.

### **C. Sweat Equity**

Sweat equity consists of community volunteers performing manual labor. Examples may include installation of signs and landscape materials; clearing site of trash and debris; and painting. Sweat equity will be valued at a rate of \$10 per hour per person except for professional services, which will be rated at the fair market value for the type of services rendered.

### **D. Materials/Equipment**

Credit will be given for trees, ground cover, mulch, soil, and community name plaques and other materials purchased by the associate or for equipment leased by the association. Materials/equipment must be outlined in detail (i.e., type of material or equipment, quantity, and cost).

*Please Note: Credit will not be given for services rendered by an attorney and/or preparation of application, documents, telephone calls, site exploration, achieving project consensus, etc.*

**E. Other Funds**

If funds are not currently available and a neighborhood plans to raise the funds to help meet the match requirements, the applicant must submit a fundraising plan with their application outlining how the necessary capital will be generated. The plan should include the type of fundraiser, timeframe, number of events and amount of funds expected to be raised.

**Other Requirements**

Applicant will be required to obtain three (3) independent quotes for material labor and/or services to be paid for with Town funds under this grant program.

Town costs associated with the design approval, installation, maintenance, or supervision of the project may be deducted from the grant amount.

If you have any questions, please contact the Town of Southwest Ranches Community Services Department at 954 434-0008.

Any electrical work must be done in accordance with the Town building codes.

Structures must be built in accordance with Florida Building Code.

**APPLICATION INSTRUCTIONS AND REQUIREMENTS**

Project Name:

Country Estates Entranceway Signs

Neighborhood:

Country Estates

Type of Organization (Homeowner's Association, Civic Association, etc.):

Country Estates Civic Association

Mailing Address

5201 SW 199<sup>th</sup> Avenue, Southwest Ranches, FL 33332

Name and Title of Contact Person:

Debbie Green, President

Phone:

Daytime: (954) 647-3586


Fax: (954) 434-5653

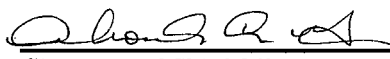
Email Address:

Phins13@aol.com

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|---|-------------------|
| 1. What is the amount of your grant request?<br><i>(Amount must not exceed \$3,000)</i>                               | <u>\$3,000.00</u> |
| 2. What is the total amount of your matching funds?<br><i>(Amount must be equal to or greater than grant request)</i> | <u>\$3,016.30</u> |

As the duly authorized representative of the applicant, I hereby certify that all parts of the application package have been read and understood, that all applications requirements have been met, that all information submitted herein is true and correct and represents the desire and intent of the applicant to install and maintain proposed project according to the plans, specifications, and costs attached herein. If successful in obtaining a grant, I further agree to provide the Town of Southwest Ranches with the following prior to any request for reimbursement from granting agency:

	Debbie Green	President	06/23/2022
Signature of Individual Completing the Application	Typed Name	Title	Date

	Debbie Green	President	06/23/2022
Signature of Chief Officer Or President	Typed Name	Title	Date



**Project Information:**

1. Project location (Please provide physical address, subdivision, or project limits and/or attach map)

Country Estates public right-of-way along streets that border Griffin Road and Sheridan Street.

2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:

Replace the very old signs to enhance the entryways into the Country Estates community.

3. Project Specifics:

- A. Describe the project in detail. Provide specific design information including drawings, plans, sketches, and maps.
- B. Indicate quantities and types of materials to be used in construction. (Adequate information is required to allow the project.) Add more sheets if necessary.

Fabrication and installation of 10 new signs in public right-of-way at the following locations Off Sheridan Street and Griffin Road: SW 185<sup>th</sup> Way, SW 186<sup>th</sup> Avenue, SW 188<sup>th</sup> Avenue, SW 193<sup>rd</sup> Lane, SW 195<sup>th</sup> Terrace, SW 196<sup>th</sup> Avenue, SW 199<sup>th</sup> Avenue, SW 202<sup>nd</sup> Avenue, SW 205<sup>th</sup> Avenue, and SW 209<sup>th</sup> Avenue. Two additional signs with posts will be ordered to Have spares for future replacement / maintenance when needed.

Please see the attached design.

The Civic Association will coordinate with Town Staff for proper placement.

4. Describe the Resident/Community involvement in accomplishing this project.

Weekley Asphalt Paving will install the 10 signs at no cost, which is a value of \$1,661.40.

5. Does this project require the assistance or approval of a Town department? If yes, describe what is required from the Town to implement the project. (Planning and Zoning, Engineering)

Engineering right-of-way permit.

6. Estimate how long it will take to complete project.

Fabrication, shipping, and immediate installation: estimated three months.

7. Will you be removing any existing plants or trees?  YES  NO (check one) If so, please explain, indicate the number of plants, their species and reason for removal. A tree removal permit may be required from the Town of Southwest Ranches.

8. Clearly show public right-of-ways, easements, and private lands on the plans. Any use of public funds to finance beautification improvements on private property is not authorized.

**PROJECT FUNDING**

	ORGANIZATION	SWR
A. Funds requested (\$3,000 max)		\$3,000.00
B. Matching Funds (equal or greater than request)		
<i>Make up of funding</i>	\$1,354.90	
Applicant Cash (if any)		
<i>Sweat Equity (volunteers for manual labor) (value of Sweat Equity \$10 p/hr per volunteer x ___# of volunteer(s))</i>		
<i>Materials/Equipment</i>		
<i>Corporate/Public Contribution (Includes contributions of money, materials, or professional services from public or private corporations or professional services provided by a licensed consultant)</i>	\$1,661.40	
<b>Total Cost of Project (Add Items A and B)</b>	\$3,016.30	\$3,000.00

C. Provide specific details of how above values were calculated (i.e., volunteers' hours worked, value of materials purchase, value of equipment used)

D. If using Association Funds, attach copies of Civic or Neighborhood applicant's current bank statement; or Letter of Intent from private/public contributions and/or fundraising.

E. Will the Applicant collaborate or partner with an outside public or private organization to complete this project? Yes

F. If yes, what is the organizations name? Weekley Asphalt Paving

G. What is the organization's role in the development participation or construction of this project?

Weekley Asphalt Paving is installing the signs on behalf of the Civic Association.

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**PROJECT MAINTENANCE:**

Applicant must provide (or arrange for another entity to provide) a commitment for the perpetual care of installed projects during and after the contractor's warranty period.

A. What are the estimated annual maintenance requirements and associated costs for this project? *(Please explain all figures and calculations.)*

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Clean as needed, which will be in-kind services by the Civic Association.

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B. What maintenance responsibilities will be assumed by the Applicant? How will the Applicant provide these services? How will this be guaranteed? (Please complete the Maintenance Agreement and submit with application.)

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Clean as needed.

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C. All electrical fees for connection and establishment of power are the responsibility of the Applicant. Applicant agrees to pay all utility charges relating to the operation, maintenance, and repair of the lighting, irrigation, or water system if applicable. Not applicable.

**MAINTENANCE AGREEMENT BETWEEN  
THE TOWN OF SOUTHWEST RANCHES  
AND  
APPLICANT**

As established by the Town Council of Southwest Ranches and cited in the Neighborhood Beautification Program Application, any repairs and/or regular maintenance needed in connection with the project located at: SW 185<sup>th</sup> Way, SW 186<sup>th</sup> Avenue, SW 188<sup>th</sup> Avenue, SW 193<sup>rd</sup> Lane, SW 195 Terrace, SW 196<sup>th</sup> Avenue, SW 199<sup>th</sup> Avenue, SW 202<sup>nd</sup> Avenue, SW 205<sup>th</sup> Avenue, SW 209<sup>th</sup> Avenue, will be the responsibility of the Applicant. We further understand that if the project needs repair or the maintenance falls below satisfactory conditions, the Town of Southwest Ranches reserves the right to remove the capital improvements for which NBP funds were granted.

**DESCRIPTION OF PROJECT:**

Ten new entranceway signs located at the entrances to Country Estates: SW 185<sup>th</sup> Way, SW 186<sup>th</sup> Avenue, SW 188<sup>th</sup> Avenue, SW 193<sup>rd</sup> Lane, SW 195 Terrace, SW 196<sup>th</sup> Avenue, SW 199<sup>th</sup> Avenue, SW 202<sup>nd</sup> Avenue, SW 205<sup>th</sup> Avenue, SW 209<sup>th</sup> Avenue.

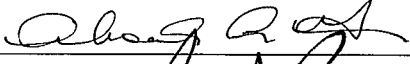
**APPLICANT WILL BE RESPONSIBLE FOR CONDUCTING THE FOLLOWING REGULAR MAINTENANCE AS APPROPRIATE: (LIST)**

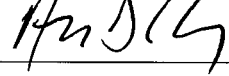
Cleaning the signs regularly.

**SPECIAL MAINTENANCE SERVICES TO BE PROVIDED BY THE APPLICANT: (N/A, IF NOT APPLICABLE)**

Not applicable.

On behalf of the Country Estates Civic Association, we the undersigned, have read the NBP Maintenance outlined in the maintenance agreement and agree to the terms set forth herein.

President or Authorized Signature:  Date: 06/23/2022

Town Administrator, Southwest Ranches  Date: 7/11/22

**Letter of Support/Agreement**

Required for all capital improvements proposed under the Rural Identification Design Development Program, Neighborhood Beautification Program (i.e., landscape, entrance signs, lighting).

This letter shall confirm that I, \_\_\_\_\_ am the property owner of  
(Name of Property Owner – Please Print)

the parcel located at \_\_\_\_\_  
Members of the \_\_\_\_\_ applicant have solicited my authorization and support for the construction of a Neighborhood Beautification Program Project they are seeking to implement in the public right-of-way, immediately adjacent to my property.

Project Description: (This section to be completed by the Applicant- Please type or print.)

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

**Owner's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Telephone no.** \_\_\_\_\_

**Agreement to Sign and Easement Deed**

A capital improvement may require the execution of an easement deed before the project can be constructed in the Town's right-of-way. The property owner(s) whose property immediately abuts the improvements must sign the easement deed(s). These are capital improvements that do not normally serve the general welfare of the public such as, entranceway features, monuments, or pillars.

Should the project warrant the execution of an easement deed for the area identified above, I \_\_\_\_\_, hereby declare that I would sign an easement deed subject to review and approval of the final drawings and plans.

**Owner's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

## NEIGHBORHOOD BEAUTIFICATION PROGRAM

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of July, 2022, by and between the Town of Southwest Ranches ("Town"), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33330, and Country Estates Civic Association, a Neighborhood Civic Association and/or Homeowners Association, organized under the laws of the State of Florida, collectively referred to as "Neighborhood Association," which Neighborhood Association has as its principal address at 5201 SW 199<sup>th</sup> Avenue, Southwest Ranches, FL 33332 hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible signage and tree planting for the Town's Neighborhood Associations, through its *Neighborhood Beautification Program Program*, to create a sense of place, and for adaptation of the approved Rural Identification Design, in accordance with the terms of this Agreement, and written directives of the Town Administrator, if any, and;

WHEREAS, the Town Council of the Town of Southwest Ranches approved the expenditure of funds for the purpose of establishing a sense of place and for adaptation of approved Rural Identification Design, for the use and benefit of Neighborhood Associations wishing to participate in the Neighborhood Beautification Program Program; and

WHEREAS, in consideration of the funds received from the Town, and other good and valuable consideration.

NOW, THEREFORE, the parties agree as follows:

Duties of Neighborhood Association.

1. The Neighborhood Association shall have the following duties and responsibilities:

a) Identify the proposed location for its signage and for trees or other landscaping that it desires to install or plant, which shall be subject to the Town's approval.

b) To obtain three (3) non-compromised (*i.e.*, not related to or affiliated with the Neighborhood Association), telephonic or written bids for the work to be funded by the Town, pursuant to this Agreement. The work shall be awarded to the lowest bidder, provided that said bidder evidences the capacity and skills necessary to perform the scope of the work within the contract. In the event that the lowest bidder fails to

demonstrate it has said capacity and ability, the Neighborhood Association may select the next lowest bidder.

c) The Agreement entered into between the Neighborhood Association and the vendor shall acknowledge that all obligations under the agreement are solely the responsibility of the Neighborhood Association, not the Town, notwithstanding the fact that a portion of and/or all the landscaping and signage might be placed on Town property, right of way, or easement.

d) The Agreement shall contain relevant contact information concerning the vendor, including but limited to the complete name of the company, its address, phone number, e-mail address and names of its principals. The vendor shall provide certificates evidencing liability insurance, worker's compensation insurance and its license to do business in Broward County, Florida.

e) The Neighborhood Association further agrees that if the installation of signage and tree plantings occurs on Town property or within the Town's right-of-way or easement, including swale areas, said installation shall be in accordance with the specifications of the Uniform Traffic Safety Manual. All work, regardless of its location, must be permitted by the Town, at the vendor's sole cost and expense.

f) The Neighborhood Association agrees that it and/or its members will maintain the plantings and/or signage for a period of five (5) years from the date of their installation. Maintenance of the plantings shall be at least fair, average quality in the landscaping trade and shall include watering and trimming.

g) The undersigned signatories confirm and commit that they are duly authorized to sign on behalf of the Neighborhood Association and that their signature herein binds the Neighborhood Association to these terms and conditions.

h) The Neighborhood Association will provide a copy of this Agreement to competing vendors.

i) The Neighborhood Association will cause the project activities outlined in Exhibit A to be performed as part of the scope of the project.

Duties of the Town:

a) The Town shall provide funding to the Neighborhood Association in the amount up to \$3,000.00.



b) Upon completion of each phase of the, the Neighborhood Association shall provide the Town with an invoice, which shall not exceed the amount of the Town's total funding obligation. Upon verification that the work has been performed to the Town's specifications, the Town shall pay the Neighborhood Association such agreed amount within ten (10) business days.

Miscellaneous.

a) The undersigned Neighborhood Association, in consideration of this funding from the Town, and other good and valuable consideration, receipt of which it acknowledges, agrees to indemnify, hold harmless, release, discharge and covenant not to sue the Town of Southwest Ranches, its officials, agents and employees from any and all debts, claims, demands, liabilities, expenses, costs, fees by reason of any damage or injury to property or persons claimed to have arisen by, or accruing by virtue of this Agreement, the work being funded by this Agreement, or acts or omissions of any person (Excluding only the gross negligence of the Town) being done in connection therewith. Such obligation to indemnify and hold harmless shall survive the expiration or cancellation of this Agreement and shall continue notwithstanding any negligence or comparative negligence of the Town and shall include the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in such action or proceeding as a result thereof. Nothing in this Agreement shall be construed in any way to affect the Town's rights, privileges and immunities as set forth in §768.28, Florida Statutes.

b) The Neighborhood Association and any vendor are independent contractors and not agents, representatives, partners, affiliates, or joint ventures of the Town. Accordingly, they cannot bind the Town to any debt, encumbrance, default, or miscarriage.

c) Any funds not fully expended by the close of the term of the agreement shall remain the sole property of the Town, and no claim may be made for such funds.

d) This Agreement will commence on the date the Town executes the Agreement and will automatically end in one (1) year (unless earlier terminated by the Town). The Town may terminate this Agreement, without recourse, upon ten (10) days written notice to the Neighborhood Association in the event of any breach of its terms.

e) This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.


f) Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator.

TOWN OF SOUTHWEST RANCHES

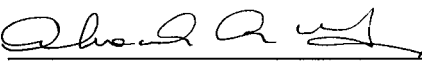
BY:   
\_\_\_\_\_  
TOWN ADMINISTRATOR

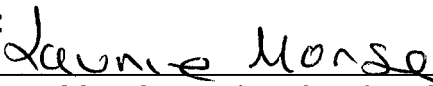
ATTEST:   
\_\_\_\_\_  
RUSSELL MUNIZ  
TOWN CLERK

APPROVED AS TO FORM AND COMPLETENESS  
FOR THE USE AND RELIANCE OF THE  
TOWN OF SOUTHWEST RANCHES, FLORIDA, ONLY.

  
\_\_\_\_\_  
KEITH M. POLIAKOFF  
TOWN ATTORNEY

NEIGHBORHOOD ASSOCIATION

ATTEST:  
  
\_\_\_\_\_  
PRESIDENT

BY:   
\_\_\_\_\_  
CORPORATE/NEIGHBORHOOD  
ASSOCIATION SECRETARY

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