

**RESOLUTION NO. 2015 - 033**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXPRESSING THE COUNCIL'S DESIRE TO ESTABLISH THE TOWN OF SOUTHWEST RANCHES NEIGHBORHOOD SAFETY GRANT PROGRAM OPEN TO TOWN RECOGNIZED HOMEOWNERS AND CIVIC ASSOCIATIONS FOR FY 2014-2015 & CONTINUING THEREAFTER SUBJECT TO BUDGETARY CONSIDERATIONS; PROVIDING FOR APPLICATION REQUIREMENTS; PROVIDING THAT THE TOWN COUNCIL WILL BE SOLELY RESPONSIBLE TO REVIEW AND TO MAKE ANY GRANT AWARD; APPROVING AN ADDITIONAL 2014-2015 EXPENSE NOT TO EXCEED \$40,000 (FORTY THOUSAND DOLLARS), FROM THE TOWN'S FISCAL YEAR 2014 SURPLUS, FOR PROMOTION OF SAFE NEIGHBORHOODS; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 166 and 170, Florida Statutes gives the Town of Southwest Ranches the authority to establish a neighborhood safety grant program; and

**WHEREAS**, the Town of Southwest Ranches has determined that it is in the best interest of the residents to establish a Southwest Ranches Neighborhood Safety Grant Program; and

**WHEREAS**, the program is not funded in the current fiscal year 2014-2015, and the Town desires to provide funds for this program from its General Fund; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA THAT:**

**Section 1:** The Town Council of the Town of Southwest Ranches hereby establishes the Southwest Ranches Neighborhood Safety Grant Program open to Town recognized homeowners and civic associations for FY 2014-2015 and continuing thereafter subject to budgetary considerations. Any funds not utilized during the approved grant cycle shall be returned to the Town's general reserve fund, at the end of the then current fiscal year.

**Section 2:** The Neighborhood Safety Grant Program Criteria; Application; and Agreement is attached hereto, and is incorporated herein by reference as Composite Exhibit "A". Such criteria shall include that all grants shall require a minimum of at least a twenty-five percent (25%) match, not including in-kind services, that grants, subject to the Town Council's approval, may include soft costs, that a grant applicant can only apply for one grant per grant cycle, that all grants must be made for a public purpose as defined by state law, and that all grants shall be paid out as reimbursements based upon certain milestones being met, as setforth in the grant agreement.

**Section 3:** The Town Council shall be solely responsible to review and to make any grant awards, including establishing the maximum amount of the grant, criteria for submission, submission timeframes, and approval of the final grant agreement.

**Section 4:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to make such modifications, additions and/or deletions, which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5:** In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, a FY 2014-2015 Budget amendment totaling \$40,000 enabling the partial utilization of unassigned General Fund Fund Balance, which includes our unaudited Fiscal Year 2014 increase of \$372,269 (\$3,830,892-\$3,458,623), is required by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$40,000 and increasing the General Fund: Other Grants /Aid expense account 001-1000-511-82100 in the amount of \$40,000.

**Section 6:** That this Resolution shall become effective immediately upon its adoption.

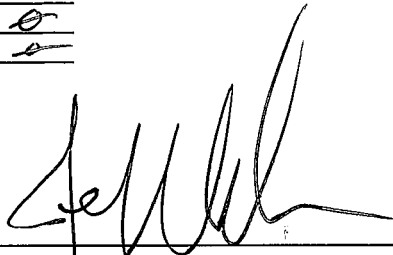
**[Signatures on Next Page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 23<sup>rd</sup> day of April 2015, on a motion by V. Martinelli, and seconded by J. M. Breitkreuz.

Nelson Yes  
Fisikelli Yes  
Breitkreuz Yes  
McKay No  
Jablonski Yes


Ayes 4  
Nays 1  
Absent 0  
Abstaining 0

  
\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

  
\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney

# **Neighborhood Safety Grant Program**

**FY 2014-2015**

**Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33331  
954-434-0008  
[www.southwestranches.org](http://www.southwestranches.org)**

# **Neighborhood Safety Grant Program**

**FY2014/2015**

## **PURPOSE**

The purpose of the Neighborhood Safety Grant Program is to promote the undertaking of activities by Town neighborhoods to promote safety throughout their communities. The Town Council has approved project funding in the amount not to exceed of \$40,000 for the 2014/2015 fiscal year, which would allow for organized neighborhood, civic, and homeowner associations, which are recognized by the Town, to apply to the Town for monies to be used in executing a neighborhood safety program. Promotion of Safe Neighborhoods shows commitment by the Town and its residents to help secure the entire community.

## **WHO CAN APPLY**

Neighborhood Safety Grants are available to Town recognized homeowner and civic associations. Individual homeowners are not eligible.

A neighborhood, civic, or homeowner association's Board of Directors must vote on and approve the grant application prior to submitting to the Town.

All Neighborhood Safety Grant projects shall be completed within nine (9) months of receiving funding.

## **GRANT REQUIREMENTS**

Only one application per Town recognized homeowner and civic associations shall be permitted. Multiple applications from the same applicant shall invalidate all submittals.

The maximum amount of the Town's grant shall be \$40,000 per grant cycle. Applicants are required to have a financial match of twenty five percent (25%) of the amount sought, which shall not include in-kind services.

All grants shall be paid out as reimbursements based upon certain milestones being met, which shall be delineated in the grant agreement.

All grant awards, the amount of such award, and the criteria utilized to make such an award, shall be in the sole discretion of the Town Council.

## **TO BE ELIGIBLE, THE PROJECT SHALL CREATE AND MAINTAIN SAFER COMMUNITIES**

Improve the safety of the particular community where the money is sought.

Address a noted neighborhood deficiency or a deficiency which is likely to occur.

Have significant neighborhood support and involvement from residents.

Enhance the overall wellbeing of the neighborhood.

## **APPLICATION PROCESS**

The following items shall be attached to the Safety Grant application:

1. Project narrative, including the public purpose for the project
2. 3 quotes for proposed work, which may include the soft costs
3. A complete budget showing total cost of the project
4. Photos of existing site conditions
5. Other documentation specifically requested by staff.

## **STAFF CONTACT**

For additional information on the Neighborhood Safety Grant program, or to schedule a meeting, you may contact \_\_\_\_\_.

Town of Southwest Ranches  
Neighborhood Safety Grant Program

**APPLICATION INSTRUCTIONS AND REQUIREMENTS**

Project Name:

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Neighborhood:

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

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Mailing Address:

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Name and Title of Contact Person:

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Phone:

Daytime: ( )

Fax: ( )

Email Address:

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1. What is the amount of your grant request?  
*(Amount must not exceed \$40,000, with a minimum financial match of at least 25%)*

\$ \_\_\_\_\_



Town of Southwest Ranches  
Neighborhood Safety Grant Program

**Project Information:**

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

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

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3. Project Specifics:

- A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.

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

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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).

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6. Estimate how long it will take to complete the project (not to exceed nine months).

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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 requires from the Town of Southwest Ranches.

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8. Clearly show public right-of-ways, easements and private lands on the plans.

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**PROJECT FUNDING**

A. Funds requested (\$40,000 max): \_\_\_\_\_

B. Match (minimum of 25%): \_\_\_\_\_

I (we), the applicant of the above described project understand that the intent of this application is only for purposes of pre-qualifying and does not guarantee acceptance or approval and no commitment is hereby made, in whole or in part, on behalf of the applicant, Town Staff, or the Southwest Ranches Town Council.

I understand and agree to these terms

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**CERTIFICATION OF THE APPLICANT**

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and belief. Providing false information shall disqualify the applicant from the approval process for the **2014-2015** fiscal year.

Verification of any information contained in this application may be obtained by Town Staff from any available source.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

Town of Southwest Ranches  
Neighborhood Safety Grant Program

**NEIGHBORHOOD SAFETY GRANT PROGRAM**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Town of Southwest Ranches (“Town”), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33331, and \_\_\_\_\_, a neighborhood, civic, or homeowner’s association established pursuant to Florida law, organized under the laws of the State of Florida, collectively referred to as “Neighborhood Association”, which Neighborhood Association has as its principal address at \_\_\_\_\_ do hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible Safety Projects for the Town’s Neighborhood Associations, through its *Neighborhood Safety Grant Program*, to promote safety throughout the Town, 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 Safe Neighborhoods, for the use and benefit of Neighborhood Associations wishing to participate in the Neighborhood Safety Grant Program; and

WHEREAS, all grant monies under this program shall be expended solely for the construction and/or completion of the specified project (hereinafter referred to as “Project”), a description of which is shall be attached as Exhibit “A” of this Agreement; and

WHEREAS, the Grantee’s receipt of Program funding is conditioned upon satisfactory completion of the project; and

WHEREAS, Grantee is required to provide monthly progress statements to Town, together with receipts and invoices showing expenditures; and

WHEREAS, the Program serves to maintain safe neighborhoods, thereby promoting economic stability, exceptional quality of life, community serenity and security within the Town, the Program constitutes a public purpose.

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

NOW, THEREFORE, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into the agreement.
2. Grant: Town hereby awards Grantee a grant for the Project in the amount of \$ \_\_\_\_\_ under the Neighborhood Safety Grant Program. Grantee shall be providing additional funds to complete the Project in the amount of \$ \_\_\_\_\_.

3. Payment: Town shall pay to Grantee the agreed upon grant amount specified herein based upon completion of certain milestones as the Project has been completed to the satisfaction of Town staff, as set forth in Exhibit "B". Grantee's funds specified in Paragraph 2 above shall be expended before those of the Town, and proof of such expenditure shall be provided to the Town prior to the request of any Town funds.
4. Project: Grantee agrees to perform, or supervise the performance of, all work constituting the Project.
5. Implementation of Project: Grantee shall execute all project activities and shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town's requirements for the issuance of such permit, as provided by the Town Code of Ordinances and any other lawful requirements.
6. Term: The work activities to be performed by the Grantee, as part of the Project, shall be completed by the \_\_\_ day of \_\_\_\_\_, 20 \_\_. If there is a need for an extension, Grantee shall submit a written request for an extension no later than 30 days prior to the completion date described herein. Any extension shall be granted at the discretion of the Town. The Town's grant of an extension shall in no way constitute a waiver of any term of the Agreement. If for any reason the Project cannot be completed by the completion date, written notification must be provided to the Town.
7. Applicable Laws: The Grantee must comply with all applicable laws and ordinance, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations nor does it constitute approval of the Project for development.
8. Indemnification: The Grantee shall indemnify and hold the Town harmless, including its elected officials, agents and employees, from and against all claims, damages, and losses, and expenses, including but not limited to attorney's fees and costs arising out of or resulting from the carrying out of the Agreement, arising out of any activities performed under this Agreement.
9. Monthly Statements: Monthly progress statements in the form set forth in Exhibit "C" to this Agreement must be submitted to the Town on or before the last Thursday of every month during the length of the Project. When work has begun, receipts and invoices must be submitted with the monthly statements. The submittal of monthly statements is an express condition of this Agreement. Grantee's violation of said condition may result in termination of this Agreement and revocation of the grant hereunder.
10. Monitoring: The Grantee agrees that Town staff may employ any means, by law, to see to it that the aforementioned requirements of the grant program are met.
11. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement, at its sole cost and expense.

12. Notices: Any notices to the Town, under this Agreement, shall be made in writing and mailed to:

**Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33331**

13. Termination: The Town shall have the right to terminate this Agreement for any breach of any term of this Agreement. In the event of a termination for Grantee's breach of the Agreement, Grantee shall not be entitled to receive any portion of the grant amount. Termination of the Agreement shall preclude the Grantee from applying for any further grants under the Neighborhood Safety Grant Program.

14. Entire Agreement: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.

15. Town Discretion: Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator.

16. Survival: Paragraph 11 shall survive the completion of this Agreement.

TOWN OF SOUTHWEST RANCHES

By \_\_\_\_\_  
Andrew D. Berns  
Town Administrator

By \_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

\_\_\_\_\_  
RUSSELL MUÑIZ  
Assistant Town Administrator/Town Clerk

Approved as to form and completeness for the  
Use and reliance of the Town of Southwest Ranches, only

\_\_\_\_\_  
Keith M. Poliakoff  
Town Attorney

NEIGHBORHOOD ASSOCIATION

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Corporate/Neighborhood  
Association Secretary

## Exhibit A

### Town of Southwest Ranches Neighborhood Safety Grant Program

#### **DESCRIPTION OF PROJECT**

##### **Project Information:**

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

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

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3. Project Specifics:

- A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.

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Exhibit B

Town of Southwest Ranches  
Neighborhood Safety Grant Program

Completion Milestones

Exhibit C

Town of Southwest Ranches  
Neighborhood Safety Grant Program

**MONTHLY PROGRESS STATEMENT**

***\*\*To be completed by the applicant after execution of a grant award***

Status Report for the Month of \_\_\_\_\_, 20\_\_

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

Contact person for the project: \_\_\_\_\_

Telephone: \_\_\_\_\_

I. Narrative description of activity status/milestones:

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II. Expected work to be completed in the next month:

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