

**RESOLUTION NO. 2024-056**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE NEIGHBORHOOD SAFETY GRANT AWARD IN THE AMOUNT OF EIGHT THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$8,655.75) TO THE CIRCLE S ESTATES HOMEOWNERS ASSOCIATION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 ADOPTED TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, on April 23, 2015, the Town Council approved Resolution 2015-033 establishing a Neighborhood Grant Safety Program; and

**WHEREAS**, Circle S Estates Homeowners Association has submitted a Neighborhood Safety 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 Grant Safety Program grant awards; and

**WHEREAS**, the Town Council set specific criteria for the Neighborhood Safety Grant, which is attached hereto as Exhibit "B"; and

**WHEREAS**, the maximum grant award is Forty Thousand Dollars and Zero Cents (\$40,000.00); and

**WHEREAS**, all grants require a minimum of at least a twenty-five percent (25%) match; and

**WHEREAS**, Circle S Estates Homeowners Association desires to install electricity for an electronic license plate reader as well as safety traffic delineators totaling Eleven Thousand Five Hundred Forty-One Dollars and Zero Cents (\$11,541.00); and

**WHEREAS**, Circle S Estates Homeowners Association is requesting a Neighborhood Safety Grant in the amount of Eight Thousand Six Hundred Fifty-Five Dollars and Seventy-Five Cents (\$8,655.75); and

**WHEREAS**, Circle S Estates Homeowners Association will contribute a twenty-five percent (25%) match to the total project cost of Eleven Thousand Five Hundred Forty-One Dollars and Zero Cents (\$11,541.00), which totals Two Thousand Eight Hundred Eight-Five Dollars and Twenty-Five Cents (\$2,885.25); and

**WHEREAS**, Circle S Estates Homeowners Association will be responsible for any costs exceeding the grant award and for all costs relating to the future maintenance of the system; and

**WHEREAS**, Eight Thousand Dollars and Zero Cents (\$8,000.00) is budgeted in FY 2023-2024 Adopted Town Budget within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants; and

**WHEREAS**, a budget amendment is required to award this Neighborhood Safety Grant application; and

**WHEREAS**, it has been determined to be in the public's best interest to award the Neighborhood Safety Grant to Circle S Estates Homeowners 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 a Neighborhood Safety Grant award in the amount of Eight Thousand Six Hundred Fifty-Five Dollars and Seventy-Five Cents (\$8,655.75) to the Circle S Estates Homeowners Association, in accordance with the terms and conditions contained within the Neighborhood Safety Grant criteria and the Agreement attached hereto as Exhibit "C", which is incorporated herein by reference.

**Section 3.** The Town Council hereby approves a Budget Amendment to the Fiscal Year 2023-2024 Adopted Town Budget as follows:

Revenue Increase	
Appropriated Fund Balance (001-0000-399-39900)	\$655.75
Expenditure Increase	
Fund for Beautification / Safety Grants (001-3900-519-46110)	\$655.75

**Section 4.** 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 "C" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5.** 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 8th day of August, 2024 on a motion by Council Member Allbritton and seconded by Vice Mayor Kuczenski.

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

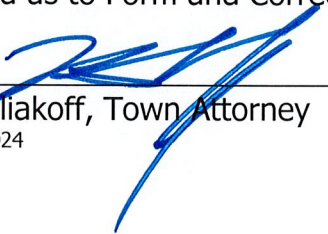
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

  
\_\_\_\_\_  
Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.037.2024

**EXHIBIT C**  
Town of Southwest Ranches  
Neighborhood Safety Grant Program

**NEIGHBORHOOD SAFETY GRANT PROGRAM**

THIS AGREEMENT made and entered into this 8th day of August, 2024, by and between the Town of Southwest Ranches ("Town"), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33331, and the Circle S. Estates Homeowner's Association, a 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 management office mailing address at 7787 NW 146th Street Miami Lakes, FL 33016 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 not to exceed grant amount for the Project in the amount of Eight Thousand Six Hundred Fifty-Five Dollars and Seventy-Five Cents (\$8,655.75) under the Neighborhood Safety Grant Program. Grantee shall be providing additional funds to complete the Project in the amount of Two Thousand Eight Hundred Eight-Five Dollars and Twenty-Five Cents (\$2,885.25). Circle S Estates Homeowners Association will be responsible for any costs exceeding the grant award.
3. Payment: 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. The Town's grant funds shall be provided within thirty (30) days from the date of the Project's completion, which shall be evidenced by the date of the closed permit.
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 within one year from the date of the permit. 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. Failure to complete the Project within one year from the date of the permit shall make this Agreement null and void.
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. 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.
10. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement, at its sole cost and expense, including the future maintenance of the license plate reader system.
11. Notices: Any notices to the Town, under this Agreement, shall be made in writing and mailed to:

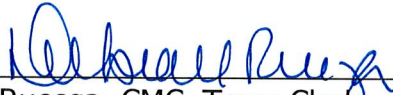
**Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33331**

12. 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.
13. 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.
14. Town Discretion: Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator.
15. Survival: Paragraph 11 shall survive the completion of this Agreement.

TOWN OF SOUTHWEST RANCHES

By   
Steve Breitkreuz, Mayor

ATTEST:

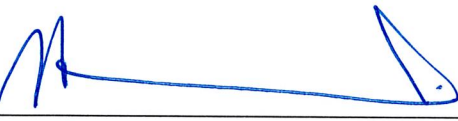
  
Debra Ruesga, CMC, Town Clerk

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

  
Keith M. Pollakoff  
Town Attorney  
1001.048.2024

NEIGHBORHOOD ASSOCIATION

ATTEST:

By   
President

  
Corporate/Neighborhood  
Association Secretary