

**City of Winter Springs
Urban Beautification Services Division
Grant Project 2008**

Proposal for **Neighborhood Improvement Program**



1. Introduction

The City of Winter Springs Neighborhood Improvement Grant Program is designed to assist Neighborhood Groups within the City limits who desire to enhance landscape amenities in the community in which they reside. A project of this kind allows Citizens to partner with local government in the beautification enhancement process and therefore directly affect the surrounding community for years to come.

- The Beautification Board of Winter Springs and the City's Urban Beautification Division are both looking forward to working with your Neighborhood Group on this project. -

2. Requirements / Conditions

Grants awarded to Neighborhood Groups must be used for beautification improvements on Public Property such as: Rights-Of-Way along Public Roadways and Streets, Medians, Public Buildings and Parks in the City of Winter Springs.

Program Requirements:

1. Neighborhood Groups must consist of at least (3) resident households located within the City of Winter Springs. Homeowner's and Condominium Associations may participate with written support from the Association Board of Directors. Private businesses located within the City may also participate.
2. Participants must be willing to match grant funds dollar for dollar (*50% of the total project cost*) with either *volunteer labor* or *financial participation*.
3. Participants must agree to establish and maintain the project for a minimum of (1) year after completion.
4. Completed applications with landscape plans must be submitted on or before **June 1, 2008**. Plans will be reviewed by Staff for compliance with City ordinances. If plans fail to meet standards, staff will provide suggestions to allow the application to be processed.
5. Work must be completed, inspected and accepted by the City on or before **September 20, 2008** to qualify for grant reimbursement.
6. Projects must conform to all City requirements including but not limited to: *building codes, regulations, ordinances and environmental restrictions*.
7. Volunteer labor is valued at \$18.00 per man hour for calculation purposes. Only time accrued after the grant award may be used toward the grant program. Volunteer hours must be documented and submitted along with the monthly progress report.
8. A project number and start date will be assigned if your grant is approved for funding. Work may not begin before authorization is provided from the City.

*Deadline for submission of grant applications and project plans are **June 1, 2008**. Correspondence must be directed to: **City Hall, C/O: Urban Beautification Manager, 1126 E. SR 434, Winter Springs, FL 32708 – Phone (407)327-5976.***

The City of Winter Springs reserves the right to change or cancel the grant program at any time. Submitting an application for the Neighborhood Improvement Program does not guarantee a grant will be awarded for your project. All grant proceeds must be used for beautification improvements on public property within the City of Winter Springs, Florida. Selection of grant award recipients will be done by the Beautification of Winter Springs Advisory Board and must be approved by the City Commission before the project can be funded.

3. Available Grants (FY 2008)

Applicants can apply for grant funding starting at \$ 500.00 with maximum grant funding of up to \$ 10,000.00 for the 2008 Neighborhood Improvement Grant Program.

\$ 10,000.00 Total Funds Available

** Grant values must be matched, at minimum, dollar for dollar either by volunteer labor or by financial participation. Total project value shall be at least (x2) of the value shown above.*

Definitions

Material used in your project must meet the following minimum criteria:

1. Plant material must be at least 50% native to the Central Florida area; planting Zone 9, grown within 100 miles of the install site.
2. All plant material must not be listed on the Exotic Pest Plant Council – Exotic Invasive Plant List.
3. All items must be Florida #1 grade plant material at the time of installation.

Ornamental landscape plants – Shrub or plant material installed for aesthetic purposes in modern landscape setting. Examples are: Viburnum suspensum, Indian hawthorn, Azalea, etc..

Native – A plant which was occurring within the state's boundaries prior to European contact. Examples are Live oak, Cypress, Firebush, and Coontie, etc.

Canopy Tree – Trees that grow large enough to provide shade for landscaped areas including roadways. Examples are: Winged elm, Sand live oak, Southern magnolia, Live oak.

Deciduous – Trees that lose their foliage due to seasonal changes throughout the year. Examples are: Winged elm, Alee elm, Red maple, Laurel oak.

Evergreen – Trees that keep their foliage year round no matter what seasonal changes occur. Examples are: Live oak, Ligustrum tree, Southern magnolia, Southern Red cedar.

Flowering Tree – Trees that flower at different months throughout the year. Examples are: Chickasaw plum, Crape myrtle, Golden trumpet.

Hardscaping – Includes but not limited to: brick pavers, decorative walls, signage, benches, etc.

4. Project Description/Scope of Work

Project Title: _____

Description of project: _____

Project location(s): _____

Describe existing conditions (include photographs): _____

Describe how the project will benefit the community: _____

List any support organizations for the project: _____

5. Timetable Outline

Provide detailed information on the expected timetable for the project. Break the project into phases, and provide a schedule for each phase.

	Description of Work	Estimated Start and End Dates

6. Budget

Make sure to attach a separate document detailing all labor, materials, and costs required for your project. Please also complete the worksheet below:

	<p>1. Project Outline</p> <p><i>Description:</i></p> <p>_____</p> <p>_____</p> <p>_____</p>	
	<p>2. City's Participation (Grant 50%)</p> <p>3. Matching Funds (Your Portion)</p> <p>4. Matching Volunteer Labor (Your Portion) < \$18.00 Hour x _____ Hours ></p> <p>Options 3 & 4 may be used together or separately but must add up To 50% of the total project cost.</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
	<p>(Matching may be either funds or volunteer labor or a combination of both to meet the criteria for a grant)</p> <p>Total Project Cost (Add 2+3+4 above)</p>	<p>\$ _____</p>
	<p>Notes: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	

7. Key Participants

List the key organizer who will be responsible for completion of the project, as well as other volunteers involved in the project.

Organizer

List all participants with contact information below. For Homeowners Associations list only Board Members:

Name	Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

10. Grant Project Status Report

This form must be completed and submitted at 50% and again at 100% completion of your project. Failure to submit completed reports will be grounds for disqualification of your project.

407-327-5976 Voice
407-327-6695 Fax
srichart@winterspringsfl.org Email
Attn: Urban Beautification Manager
1126 East State Road 434
Winter Springs, FL 32708

Month: _____

Project Name: _____

Project Number: _____

Contact Person: _____

Telephone: (Day) _____ (Evening) _____

<u>Project Elements</u>	<u>Work Accomplished</u>	<u>% Completed</u>
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Problems encountered:

11. Appendix

Draw or attach a detailed sketch of your project here. Applicant must attach a detailed plant list and list of materials to be used on the project. **Sketch is not required to be to scale but must define the project location specifically.*

**GRANT AGREEMENT
NEIGHBORHOOD IMPROVEMENT PROGRAM
CITY OF WINTER SPRINGS**

THIS GRANT AGREEMENT is made the last date signed below, by and between the City of Winter Springs, a Florida municipal corporation, and the _____ Neighborhood Improvement Association, which is made up of the following individuals:

Name: _____ Address: _____	Name: _____ Address: _____
Name: _____ Address: _____	Name: _____ Address: _____
Name: _____ Address: _____	Name: _____ Address: _____
Name: _____ Address: _____	Name: _____ Address: _____
Name: _____ Address: _____	Name: _____ Address: _____
Name: _____ Address: _____	Name: _____ Address: _____
Name: _____ Address: _____	Name: _____ Address: _____
Name: _____ Address: _____	Name: _____ Address: _____

each of whom are residents of the City of Winter Springs (collectively, the "Grantee").

RECITALS:

WHEREAS, the Grantor has implemented a Neighborhood Improvement Program ("NIP"), the primary purposes of which is to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to interested groups who desire to enhance the landscaping located upon public property within the community in which Grantees reside; and

WHEREAS, grants provided by the Grantor shall be on a dollar for dollar matching basis, matching or exceeding the investment made by the Grantee and in accordance with the NIP; and

WHEREAS, Grantee has submitted an application under the NIP which the Grantor believes meets the criteria and purposes as outlined by the NIP.

NOW THEREFORE, in consideration, the mutual covenants and provisions hereof, and other good, diverse, and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

1. **Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.
2. **Grantee Representative.** The Grantee shall appoint a representative who shall be responsible for managing this Grant Agreement and shall have the authority to act on behalf of the Grantee.
3. **Grant Awarded.**
 - (a) The Grantee is hereby awarded a grant pursuant to the NIP. All regulations of the NIP shall be adhered to by the Grantee. The amount of the grant is _____ & NO/100 Dollars (\$_____.00), and is subject to appropriate by the City Commission. Under no circumstances shall the amount of money granted for qualifying neighborhood improvements under the NIP to the Grantee exceed the amount set forth herein. Grant funds shall only be paid by the Grantor for qualifying and approved neighborhood improvements described on **Exhibit "B"**.
 - (b) The Grant is awarded on a reimbursement basis. Funds subject to this Grant shall be paid to the Grantee by the Grantor only upon substantial completion of all work. "Substantial Completion" of all work, as that term is utilized in this Agreement, shall be the sole determination of the City Manager, or authorized designee.
 - (c) To be reimbursed, the Grantee shall provide to the City of Winter Springs, Beautification Division with paid receipts from suppliers, materialmen, contractors, and sub-contractors. The paid receipts are subject to Grantor review and approval for application to this grant. In no event shall more than fifty percent (50%) of the total project cost be reimbursed to the Grantee.
 - (d) All work subject to this Grant Agreement must be completed by **September 20, 2008.**
 - (e) Authorized work may not be performed by a Grantee and applied to this Grant, unless same was approved prior to the date of this Agreement by the Grantor.

(f) Reimbursement shall be denied for any instance in which the terms of this Agreement have been violated.

4. **Warranty of Grantee; Maintenance.** Grantee covenants and warrants that all improvements approved for matching funds under this Grant Agreement shall be maintained and preserved for a minimum of one (1) year. Such maintenance shall include, but is not limited to, trimming, watering, and fertilization. Failure to maintain these improvements shall constitute a default under the terms of this Grant Agreement, and may eliminate the individual Grantee's from participating in future grant programs

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the Grantor and the Grantee is one in which the Grantee is an independent contractor of the Grantor and not an agent, employee, joint venturer, or other partner of the Grantor. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers or participants to be the agent, employee, partner, or representative of the City of Winter Springs, Florida.

6. **Applicable Law/Notice.**

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Seminole County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE CITY OF WINTER SPRINGS:

**Attn: Urban Beautification Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708**

TO THE GRANTEE:

_____ **Neighborhood
Improvement Association**

By: _____
As Authorized Representative

_____, **Florida** _____

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

- 7. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.
- 8. **Severability.** Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect.
- 9. **Entire Grant Agreement.** This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreement, either oral or written, and all such matters shall be deemed merged into this Grant Agreement.
- 10. **Sovereign Immunity.** Nothing contained in the Agreement shall be construed as a waiver of the Grantor's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed regarding the Grantors potential liability under state or federal law.

11. **Headings.** The headings used in this Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Agreement

[Left blank intentionally, signatures on next page.]

IN WITNESS WHEREOF, Grantors and Grantee have set forth their signatures on the day and year written below.

<p>Witnesses:</p> <p>_____</p> <p>Beautification of Winter Springs Advisory Board Member</p> <p>_____</p> <p>Urban Beautification Manager</p>	<p>GRANTEE:</p> <p>_____ Neighborhood Improvement Association</p> <p>By: _____</p> <p>Its: Authorized Representative</p> <p>Date: _____, 20__</p>
<p>Attest:</p> <p>_____</p> <p>_____</p> <p>Deputy City Clerk</p>	<p>GRANTOR:</p> <p>CITY OF WINTER SPRINGS, FLORIDA,</p> <p>By: _____</p> <p>Ronald W. McLemore, City Manager</p> <p>Date: _____, 20__</p>

