

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY FOR JOINT PARTICIPATION UNDER THE 2016
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY'S BLIGHTED AND
DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT:
HEART OF BOYNTON NEIGHBORHOOD IMPROVEMENT PROJECT**

THIS AGREEMENT is made this ____ day of _____, 2016 by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, (hereinafter referred to as "CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA").

W I T N E S S E T H:

WHEREAS, the CRA and the City made joint application and awarded grant funding under the terms and conditions set forth in the Solid Waste Authority of Palm Beach County's Blighted and 2015/2016 Distressed Property Clean-up and Beautification Grant (hereinafter referred to as the GRANT) (Exhibit "A") for the Project known as the Heart of Boynton Neighborhood Improvement Project (hereinafter referred to as the PROJECT); and

WHEREAS, the GRANT is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties and is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the CRA has entered into an Interlocal Grant Agreement with the Solid Waste Authority of Palm Beach County (hereinafter referred to as the AUTHORITY); and

WHEREAS, the CRA is intended to improve the quality of life for area residents as well as for the elimination of slum and blighted conditions as a goal of the CRA's Redevelopment Plan; and

WHEREAS, the CRA Board of Commissioners finds that this Agreement, and the use of the CRA's funds to be used as the required local financial match under the terms of the GRANT for the Heart of Boynton Neighborhood Improvement Project is consistent with the CRA's Redevelopment Plan, and Florida Statutes; and

WHEREAS, due to the intended elimination of slum and blighted conditions, and the beneficial impact to the quality of life by providing a safer, healthier and more aesthetically pleasing environment for the residents of the Heart of Boynton Neighborhood, the CRA and the CITY find that this agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the City of Boynton Beach, including the Community Redevelopment Area.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

- 1. The recitations set forth above are hereby incorporated herein.**
- 2. The CRA shall be responsible for the administration of the awarded GRANT program funding in the amount of \$62,310.00 under the terms and conditions set forth and described in the Interlocal Grant Agreement with the AUTHORITY.**
- 3. The PROJECT consists of the following activities:**
 - A. One CITY property, located at 909 N. Seacrest Boulevard contains a derelict structure to be demolished after which time the property will be cleaned and improved including the planting of sod. The Second CITY property, known as the**

CITY's Public Work Site will be fenced and the screening will be replaced, the perimeter wall will be painted, the irrigation system will be repaired and native, drought-tolerant plants will be installed. These properties will hereinafter be referred to as the Sites.

B. Regular maintenance of the Sites as described in Section 3.A. of this Agreement pursuant to an existing contract with a landscape contractor.

4. The CRA shall make payments to the CITY upon receipt of a written request from the CITY for reimbursement for eligible PROJECT expenses as identified and valued on the SWA Grant Application's Budget Form (Exhibit "B") and as described in Paragraph 3.A. of this Agreement, which request shall include necessary documentation indicating the amount and the purpose for the CITY's payment for which reimbursement is requested.

5. The CITY shall maintain all PROJECT improvements throughout the duration of the PROJECT schedule. Any and all such maintenance shall be customary and reasonable and in accordance with the standards of maintenance of the CITY. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 30, 2016 at which time the CITY shall be financially responsible for the on-going maintenance of the PROJECT Sites and all improvements thereon described in Section 3.A. of this Agreement. The term of the Agreement may be extended upon the execution of a written amendment to this Agreement executed by the Parties hereto.

6. Upon the termination of this Agreement, the City shall be responsible for all maintenance of the Project area including but not limited to the asphalt parking area, the swale drainage area, all landscaping, the sidewalk improvements and all pavement markings.

7. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.

8. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

9. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

10. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

11. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.

12. This Agreement shall not be valid until signed by the Mayor and the City Clerk.

IN WITNESS WHEREOF, the CITY and CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

Janet Prainito, City Clerk

Approved as to Form:

Office of the City Attorney

CITY OF BOYNTON BEACH,
a Florida municipal corporation

By: _____
Jerry Taylor, Mayor

(SEAL)

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Jerry Taylor, Chair

Exhibit "A"

**INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN**

**CITY OF BOYNTON BEACH CRA
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

(Blighted and Distressed Property Clean-Up and Beautification Grant)

THIS INTERLOCAL GRANT AGREEMENT is made and entered into this 10th day of February, 2016, by and between the Solid Waste Authority of Palm Beach County, a dependant special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the "Authority") and City of Boynton Beach CRA, a public agency created pursuant to Chapter 163, Part III, Florida Statutes, hereinafter (the "Applicant"), by and through its duly authorized Board.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Authority's Governing Board has appropriated in the Authority's adopted 2015/2016 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, this Interlocal Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the Applicant owns and controls a parcel(s) of land located within the municipal boundaries of the Applicant and referred to hereinafter as (the "Property"); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community, and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment of the surrounding community; and

WHEREAS, the Applicant wishes to demolish existing blighted structures on multiple properties, install sod, native plants, and fencing, painting and general improvements to the City of Boynton Beach (City) Public Work site in order to improve the quality of life of the surrounding community (the "Project"); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of this Grant.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the Authority and Applicant agree as follows:

- 1. Incorporation of Facts**
The facts and background set forth above in the Preamble to this Agreement are true and correct and incorporated into and made a part of this Grant.
- 2. Purpose**
The purpose of this Grant is to set forth the respective duties, rights and obligations of the parties relating to the Authority's provision of this Grant and the Applicant's performance of the Project.
- 3. Contract Representatives and Monitors**
The Authority's Contract Representative and Monitor during the execution of the Project shall be John Archambo, Director of Customer Relations, or his designee, whose telephone number is (561) 697-2700. The Applicant's Contract Representative and Monitor shall be Vivian Brooks, whose telephone number is (561) 600-9090.
- 4. The Project**
 - A. Heart of Boynton Improvement Project.** Two separate properties contain a derelict structure to be demolished after which time land will be cleaned and improved through planting of sod. The City's Public Work site will have fencing and screening replacement, painting of perimeter wall, repair of irrigation system and installation of native, drought-tolerant plants.
 - B.** The Applicant will provide for regular maintenance through an existing contract with a landscape contractor.
- 5. Effective Date and Term**
This Grant shall take effect upon execution by the parties and shall remain in full force and effect until February 9, 2017.
- 6. Conduct of the Project**
 - A.** The Applicant shall be solely responsible for all aspects of the Project, including but not limited to securing funding, securing all permits and approvals, procuring all

labor and materials, and maintaining the property consistent with the intent of this Grant for its full term.

- B. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.
- C. Applicant agrees that it shall endeavor to complete the Project within 12 months from the date of execution of this Grant. The Applicant may request an extension(s) beyond this period for the purpose of completing the Project. The Authority agrees that it may not unreasonably refuse Applicant's request for an extension(s) as long as the Applicant is diligently pursuing the completion of the Project.
- D. Prior to commencement of the Project, Applicant shall submit a final project schedule to include starting and completion dates. The Authority shall review all documents within five (5) business days of receipt. If the Authority does not respond within the five (5) day period, then the Applicant may proceed as if the Authority had no comments or objections.
- E. The Applicant will submit monthly Project status reports to Authority's Contract Representative and Monitor by the fifteenth (15th) of the subsequent month. The reports will include, but will not be limited to, a summary of the work accomplished, problems encountered, percentage of completion and other information as deemed appropriate by Authority's Contract Representative and Monitor.

7. Funding

The Authority shall disburse Grant funds in the amount of \$62,310 as follows:

- A. Upon approval of final project schedule, the Authority shall disburse a check equal to 50% of the total grant award.
- B. Upon contractor mobilization, the Authority shall disburse a check equal to 25% of the total grant award within 10 days of written request by the Applicant.
- C. Upon completion of the project, remaining grant funds shall be disbursed within 10 days of written request by Applicant.

Applicant is solely responsible for providing all other funds necessary to complete the Project. The Authority shall not have an obligation to provide additional funding.

8. Ownership and Maintenance of the Project

Applicant hereby represents and warrants that it is the fee simple owner of the Property and that the Property is unencumbered and free and clear of other interests, of any type or character. In the event any liens or encumbrances are filed or recorded against the Property, the Applicant shall immediately take all necessary steps, at its sole cost and expense, to clear and remove all such liens, interests or encumbrances. The Applicant represents and warrants that it has full legal authority to enter into this Grant. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant.

- A. The Applicant shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance of the Project consistent with the intent of this Grant.
 - B. The Applicant shall maintain the Property for the entire duration of this Grant Agreement in order to prevent the Property from reverting back to its previous state. In its application, Applicant provided a plan for maintaining the property consistent with the intent of this Grant and the Applicant will faithfully execute that plan.
 - C. The rights and duties arising under this Grant shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant shall not be assigned without the prior written consent of the Authority, and any such assignment without the prior written consent of the Authority shall constitute grounds for termination of this Grant for cause.
9. **Access and Audit**
Each party will maintain all books, records, accounts, and reports associated with this Grant for a period of not less than five (5) years after the later of the date of termination or expiration of this Agreement. All said records will be available to the other upon request. In the event claims are asserted or litigation is commenced related to or arising out of the performance of this Agreement, each party agrees that it will maintain all records relating to the Project and the Property until the other party has disposed of all such litigation, appeals, claims, or exceptions related thereto.
10. **License and Permit**
The Applicant hereby grants to the Authority an irrevocable license and permit to access the Property, surrounding roadways, walkways, and any other means of ingress and egress to the Property for the purpose of ensuring compliance with this Grant for the duration of this Grant. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant.
11. **Insurance**
- A. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., each party acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence, or such other sovereign immunity waiver limits that may change as set forth by the State Legislature at the time of such occurrence.
 - B. The Applicant agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes.
 - C. When requested, each party shall provide to the other, an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.

- D. Compliance with the foregoing requirements shall not relieve either party of its liability and other obligations under this grant.
- E. The Applicant agrees to include no less than the above-stated insurance requirements as to type of coverage and dollar amount so as to meet the minimum requirements set forth above in all contracts related to the construction, use, or maintenance of the Project and the Property, and shall establish and maintain such coverage as a requirement for the issuance of any permit, license, or right to use or occupy the Project and Property unless this requirement is expressly waived in writing by the County's Contract Representative and Monitor with the approval of County's Department of Risk Management.

12. Public Entity Crimes

Each party shall comply with Section 287.133(2)(a), F.S., as amended, which provides in pertinent part as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. No Third Party Beneficiaries

Except as specifically set forth and as limited herein, this Grant confers no rights on anyone other than the Authority or the Applicant and is not otherwise intended to be a third party beneficiary contract in any respect. Nothing contained in this Agreement shall constitute the Authority's acceptance of any obligation or liability not otherwise imposed under this Grant or by law upon the Authority.

14. Termination

- A. In the event the Applicant fails to comply with any provision of this Grant, the Authority may exercise any and all rights available to it, including termination of this Grant. The Authority will notify the Applicant of its noncompliance and provide the Applicant thirty (30) days or such additional period granted by the Authority to cure the noncompliant event(s) or act(s). In the event the Applicant has not cured the noncompliant act(s) or event(s), or if the Applicant cannot cure the noncompliant act(s) or event(s), the Authority may terminate this Grant. If the Authority terminates this Grant for the Applicant's failure to cure under this provision, the Authority may require the Applicant to pay to the Authority the Grant

funds that were expended by the Authority for the Project, or such other lesser sum equivalent to the value of the remaining useful life of the Project, as determined by the Authority in its sole discretion.

- B. The Authority may also terminate this Agreement for convenience, in whole or in part, at any time, by written notice of such termination to the Applicant should the Authority, in its sole discretion, determine that it is necessary to do so for any reason. The Authority shall notify the Applicant of its intent to terminate for convenience at least ninety (90) days in advance of the termination date by delivering notice of such to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant for its convenience, the Applicant will be relieved of any obligation it might otherwise have to pay to the Authority the sum of money set forth in paragraph 17.A above. The Applicant affirms that the benefits promised to it under this Grant are adequate consideration to support not only its duties and obligations under this Grant, but also support the Authority's right to terminate this Grant for convenience and its limitation of remedies against the Authority to those specifically set forth herein, regardless of the harm, if any, caused by the Authority's termination of this Grant for convenience.
- C. Upon termination of this Grant as set forth herein, both the Authority and Applicant agree and acknowledge that their respective legal or equitable remedies against the other for termination of this grant are expressly limited to those contained in this Grant. Notwithstanding the foregoing, the parties agree to comply with all applicable statutory dispute resolution procedures as provided under Florida law.

15. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General pursuant to, Ordinance No. 2009-049, as amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions, and powers set out in the Inspector General Ordinance as amended. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including, but not limited to, providing access to records relating to this Grant. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Applicant, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of the Inspector General Ordinance, as amended, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

16. Hold Harmless and Indemnification

Neither party shall be deemed to have assumed any liability for the negligent or wrongful

acts or omissions of the other party. Nothing contained in this Grant shall act or constitute a waiver of either party's sovereign immunity in excess of that waived by the Legislature in Section 786.28, F.S.

17. No Agency Relationship

Nothing contained herein is intended to nor shall it create an agency relationship between the Authority and the Applicant.

18. Remedies and Limitations of Liability

- A. This Grant shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a Court of proper jurisdiction located in Palm Beach County, Florida.
- B. The Authority and Applicant both acknowledge that their respective remedies against the other for termination of this Grant as set forth herein are limited solely to those in this Grant.
- C. The Authority's remedies against the Applicant shall be limited to the recovery of any sums of money provided to it under this Grant or such lesser sum of money that remains due, the balance, to complete the Project for which this Grant was intended. The Authority shall have no further or additional liability to the Applicant or any other person or entity arising from, or related in any way to this Grant, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant.
- D. The Applicant's remedies against the Authority shall be limited to the sum of money the Applicant has expended or is expressly liable for pursuant to a written contract entered into for the sole purpose of completing the Project itself, and not related, ancillary or adjunct matters. However, in no event shall the Authority's liability to the Applicant for any reason, exceed the total amount of this Grant.

19. Enforcement Costs

To the extent that enforcement of the Grant becomes necessary by either the Authority or the Applicant, each party shall bear their own attorney's fees, taxable costs, or any other costs related to such enforcement, including any form of alternative dispute resolution.

20. Notice

All written notices required under this Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, and if sent to the Authority shall be mailed to:

John Archambo, Director
Customer Relations
7501 N. Jog Road
West Palm Beach, FL 33412

with copies to:

County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

and, if sent to the Applicant shall be mailed to:

Vivian Brooks, Executive Director
Boynton Beach CRA
710 N. Federal Hwy
Boynton Beach, FL 33435

with copies to:

Tara Duhy
Lewis, Longman & Walker, P.A.
515 N. Flagler Drive
West Palm Beach, FL 33418

Each party may change its address upon notice to the other.

21. No Waiver

No waiver of any provisions of this Grant, or any amendment hereto, shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future or continuing waiver.

22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. Joint Preparation

The preparation of this Grant has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. Severability

Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder,

including the intent of this Grant. There are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

26. Survivability

No provision of this Grant shall survive its expiration or earlier termination.

27. Filing

A copy of this Agreement shall be filed with the Clerk and Comptroller of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County and City of Boynton Beach CRA have hereunto set their hands the day and year above written.

Witness:

1. _____

2. _____

Approved as to Legal Form and Sufficiency

By: _____

Philip Mugavero
General Counsel to the Authority

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: _____

Mark Hammond
Executive Director

Witness:

1. _____

2. _____

Approved as to Legal Form and Sufficiency

By: _____

James Cherof
Counsel to the City

CITY OF BOYNTON BEACH, FLORIDA

By: _____

Vivian Brooks
CRA Executive Director

Approved by the Solid Waste Authority Board on February 10, 2016, Item _____
Approved by the City of Boynton Beach on _____, Item _____

Exhibit "B"

**Solid Waste Authority of Palm Beach County
Blighted Property Grant Application**

**Heart of Boynton Neighborhood Improvement Project
Proposal**

**Submitted by
The City of Boynton Beach
and
The Boynton Beach Community Redevelopment Agency**

January 2016



Heart of Boynton Neighborhood Improvement Project Proposal

Background

The Boynton Beach Community Redevelopment Agency, a public agency created pursuant to Chapter 163 Part III of Florida Statutes, is tasked with eliminating slum and blight within its designated area (See Attachment 1 - CRA Map). The CRA and City adopted the Heart of Boynton Community Redevelopment Plan in 2001 and updated the plan in 2014 to reflect the accomplishments and identify new redevelopment opportunities (See Attachment 2- Heart of Boynton Area CRA Plan). The redevelopment plan covers 380 acres between Federal Highway, Boynton Beach Blvd., the C-16 canal and I-95. Seacrest Blvd. runs through the center of the neighborhood (See Attachment 3 – Map of Heart of Boynton Area).

The CRA and City have committed substantial funds towards the improvement of the Heart of Boynton neighborhood (See Attachment 4 – Heart of Boynton Redevelopment Strategies). The census tract that the Heart of Boynton is located within has a moderate household income of \$20,848 for 2012 compared to the City household income of \$44,432. The Heart of Boynton Redevelopment Plan includes strategies to improve the household income of area residents.

Many of the homes and buildings are dilapidated and need major renovation or demolition. Between the CRA and City, 45 new homes have been built in the community since the adoption of the Heart of Boynton CRA Plan. Currently, there are three additional proposed residential projects being considered for development in the community. Two are mixed-use projects, one on Martin Luther King Jr. Blvd. and one is on Seacrest and NE 7th Avenue. Another is planned to be multifamily residential located at NE 4th/5th Avenues. The land for all of the three projects is located primarily on CRA-owned land.

The Martin Luther King, Jr. Boulevard corridor, once the center of commerce for the neighborhood has lost most of its commercial buildings and businesses due to blight and poor maintenance. Recently the CRA assisted Family Dollar in constructing a new 8,100 sq. ft. store at Martin Luther King, Jr. Blvd. and Seacrest Blvd (See Attachment 5 – Photo of Family Dollar). The CRA is actively seeking a full-service grocery store to service the community as well. The CRA owns the land that would be used for a grocery-anchored commercial center. The Heart of Boynton CRA Plan calls for the expansion and redevelopment of Sara Sims Park (See Attachment 6 –Sara Sims Park Master Plan). The CRA has been acquiring land for that purpose.

The City currently owns a property within the proposed park expansion area along Seacrest Blvd. that includes a structure that needs to be demolished due its blighted condition. The City's 6.3 acre Public Works complex is located in the center of the Heart of Boynton community. It is located in a primarily single-family area. Due to budget constraints over the last seven years, the complex has experienced the effects of delayed maintenance. The chain link fence between the adjacent single-family homes needs to be replaced and screened. The wall around the complex needs pressure cleaning and painting as well as landscaping and irrigation system repair.

Description of Project

The Boynton Beach CRA would like to accomplish three goals with the Heart of Boynton Neighborhood Improvement Project Proposal. The project will further the implementation of the Heart of Boynton CRA Plan. By utilizing the Solid Waste Authority Blighted and Distressed Property Clean-Up and Beautification Grant funding and leveraged with CRA funds, we believe that the implementation of this project will directly impact the quality of life for area residents and encourage further investment into the community. The three proposed project activities include:

1. **Sara Sims Park Expansion and Redevelopment** - The scope of this portion of the project is to demolish an existing 1,072 square foot blighted structure located at 909 North Seacrest Boulevard along with removal of 4,000 square feet of asphalt parking lot. The building was constructed in 1970 and has fallen in disrepair due to the lack of maintenance over the life span of the building. Because of the state of the building it is highly susceptible to loitering and illegal dumping. The project will recycle all construction debris (concrete block, asphalt, wood) to the extent feasibly possible and the remaining debris will be hauled to the landfill. Upon demolition the remaining vacant site will be beautified by the installation of bahia sod which will also stabilize the soil from storm runoff and wind.

Timeframe for completion of the project activity: The project will commence with permitting in February 2016 and demolition will commence in March 2016.

Project activity schedule identifying all major activities: (Attachment 7 – Project Activity Schedule)

Identification of the project activity location including the Parcel Control Number that documents ownership and control by the Applicant: (See Attachment 8 – Property Appraisers Record of Ownership)

Photographs of the Project Area: (See Attachment 9 - Aerial Photo of 909 N. Seacrest Avenue)

Map of the Project Activities Area: (See Attachment 10 - Project Activity Map)

Plan to maintain the project location upon completion: The City currently has a contract with a landscape contractor to maintain its vacant parcels. This location will be added to that contract until such time the property is developed by the CRA as part of the Sara Sims Park Expansion and Redevelopment.

Project Budget: *See attached SWA budget form.*

Procurement Process: The contractor for the project will be The BG Group, LLC a local demolition contractor located in Boca Raton, Florida. Their services will be procured by the finance department by the piggy back of an existing unit price contract between the City of Fort Lauderdale and the BG Group, LLC.

2. **Redevelopment of NE 4th/5th Avenues** - The scope of this portion of the project includes clearing and grubbing of the CRA-owned land on the block of NE 4th/5th Avenues to remove non-native and invasive species, the demolition of a 900 sq. ft. structure and the installation of bahia sod to prepare the site for residential redevelopment per the adopted Heart of Boynton CRA Plan (Attachment 11 – Proposed Redevelopment Concept for NE 4th/5th Avenues). The improvement to this site will enhance public safety by clearing out undergrowth which will allow visibility for of the entire site. The removal of the structure will prevent loitering and vagrancy.

This project activity will recycle all construction debris (concrete block, asphalt, wood) and landscape debris to the extent feasibly possible and the remaining debris will be hauled to the landfill. Upon demolition the remaining vacant site will be beautified by the installation of bahia sod which will also stabilize the soil from storm runoff and wind.

Timeframe for completion of the project activity: The project will commence with an asbestos survey in January of 2016. Bids for demolition of the structure and clearing, grubbing of the site and sod installation will be obtained in February of 2016. Notice to Proceed will be issued in March 2016. Completion of project will be April 2016.

Project activity schedule identifying all major activities: (Attachment 7 – Project Activity Schedule)

Identification of the project activity location including the Parcel Control Numbers that documents ownership and control by the Applicant: (See Attachment 12 – Property Appraisers Records of Ownership)

Photographs of the Project Area: (See Attachment 13- Aerial photo of CRA-owned properties within the NE 4th/5th Block)

Map of the Project Activities Area: (See Attachment 10 - Project Activity Map)

Plan to maintain the project location upon completion: The CRA currently has a contract with a landscape contractor to maintain its vacant parcels. This location will be added to that contract until such time the property is redeveloped by the CRA as part of the implementation of the Heart of Boynton CRA Plan.

Project Activity Budget: *See attached SWA budget forms.*

Procurement Process: The contractor for the demolition portion of this project activity will be The BG Group, LLC a local demolition contractor located in Boca Raton, Florida. Their services will be procured by the finance department by the piggy back of an existing unit price contract between the City of Fort Lauderdale and the BG Group, LLC. The CRA will utilize its adopted Procurement Policies to select a contractor for the clearing, grubbing and sod installation.

3. **City Public Works Facade Improvement** -The scope of work for this project activity includes the replacement of fencing, fence screening, pressure cleaning, painting of perimeter wall, repair of the irrigation system on the perimeter of the site and installing native, drought tolerant plants along the perimeter of the City's Public Work site. This project will immediately impact the adjacent residents and property owners as it will improve the neighborhood aesthetics and will encourage additional investment into the community. (Attachment 14 – Photos of Existing Conditions Public Works).

This project activity will recycle all debris (fencing, pvc irrigation piping, etc.) resulting from the activity to the extent feasibly possible and the remaining debris will be hauled to the landfill.

Timeframe for completion of the project activity: This activity will commence with a Request for Bids in April 2016 pursuant to the City's Procurement Policy. A contractor will be chosen in May 2016. Work will begin on the Public Works site in June 2016 with completion estimated August 2016.

Project activity schedule identifying all major activities: (Attachment 7 – Project Activity Schedule)

Identification of the project activity location including the Parcel Control Numbers that documents ownership and control by the Applicant: (See Attachment 15 – Property Appraisers Records of Ownership)

Photographs of the Project Area: (See Attachment 16- Aerial photo of City-owned properties within the Public Works area)

Map of the Project Activities Area: (See Attachment 10 - Project Activity Map)

Plan to maintain the project location upon completion: City staff will maintain the improvements once completed.

Project Activity Budget: *See attached SWA budget forms.*

Procurement Process: The City will utilize its adopted Procurement Policies to select the various contractors needed to accomplish the project activity.

**Heart of Boynton Neighborhood Improvement Project Proposal
BUDGET FORM**

Sara Sims Park -809 N. Seacrest

Other Funding Sources

Materials/Services Description	Quantity	Unit Cost	Sales Tax	Other Charges	TOTAL	Cash (a) City/CRA Match	Donations (b)	Private Grants	Grant Request (d)
Permitting	1	\$ 500	N/A	\$ -	\$ 500	\$ 500	\$ -	\$ -	\$ -
Demolition of Structure and Parking Lot	1	\$ 12,850	N/A	\$ -	\$ 12,850	\$ 3,213	\$ -	\$ -	\$ 9,213
Installation of Sod	1	\$ 1,200	N/A	\$ -	\$ 1,200	\$ 600	\$ -	\$ -	\$ 600
					\$ 14,550	\$ 4,313	\$ -	\$ -	\$ 9,813

Redevelopment of NE 4/5th Avenues

Other Funding Sources

Materials/Services Description	Quantity	Unit Cost	Sales Tax	Other Charges	TOTAL	Cash (a) City/CRA Match	Donations (b)	Private Grants	Grant Request (d)
Permitting	1	\$ 500	N/A	\$ -	\$ 500	\$ 500	\$ -	\$ -	\$ -
Demolition of Structure	1	\$ 10,500	N/A	\$ -	\$ 10,500	\$ 2,625	\$ -	\$ -	\$ 7,875
Clearing and Grubbing	1	\$ 6,300	N/A	\$ -	\$ 6,300	\$ 2,125	\$ -	\$ -	\$ 4,175
Installation of Sod	1	\$ 3,000	N/A	\$ -	\$ 3,000	\$ 750	\$ -	\$ -	\$ 2,250
					\$ 20,300	\$ 6,000	\$ -	\$ -	\$ 16,300

City Public Works Facade Improvement

Other Funding Sources

Materials/Services						Cash (a)				
Description	Quantity	Unit Cost	Sales Tax	Other Charges	TOTAL	City/CRA Match	Donations (b)	Private Grants	Grant Request (d)	
Permitting	1	\$ 500	N/A	\$ -	\$ 500	500	\$ -	\$ -	\$ -	
Removal of Fencing and Undergrowth	1,021 linear ft.	\$ 14,125	N/A	\$ -	\$ 14,125	\$ 3,531	\$ -	\$ -	\$ 10,594	
Installation of Fencing/Screening	1,021 linear ft.	\$ 21,425	N/A	\$ -	\$ 21,425	\$ 5,356	\$ -	\$ -	\$ 16,069	
Repair of Irrigation	1	\$ 10,000	N/A	\$ -		\$ -	\$ -	\$ -	\$ -	
Pressure Clean Perimeter Wall	535 linear ft.	\$ 500	N/A	\$ -	\$ 500	\$ 125	\$ -	\$ -	\$ 375	
Painting of Perimeter Wall	535 linear ft.	\$ 3,000	N/A	\$ -	\$ 3,000	\$ 750	\$ -	\$ -	\$ 2,250	
Purchase and Installation of Plants	299	\$ 8,402	N/A	\$ -	\$ 8,402	\$ 2,101	\$ -	\$ -	\$ 6,302	
Purchase of Irrigation rust Inhibit	1	\$ 3,000	N/A	\$ -	\$ 3,000	\$ 750	\$ -	\$ -	\$ 2,250	
Purchase and install mulch	75 yds.	1,650	N/A	\$ -	\$ 1,650	\$ 413	\$ -	\$ -	\$ 1,238	
Purchase and install topsoil	40 yds.	\$ 40	N/A	\$ -	\$ 1,600	\$ 400	\$ -	\$ -	\$ 1,200	
Purchase and install Bahia sod	9,066 sq. ft.	\$ 1,995	N/A	\$ -	\$ 1,995	\$ 499	\$ -	\$ -	\$ 1,496	
Disposal of exotic vegetation	15 yds.	\$ 300	N/A	\$ -	\$ 300	\$ 75	\$ -	\$ -	\$ 225	
					\$ 56,497					\$ 41,997.8
TOTAL PROJECT COST					\$ 93,547	TOTAL GRANT REQUEST FOR PROJECT				\$ 62,310.25



CRA BOARD MEETING OF: February 9, 2016

Consent Agenda	Old Business	New Business	Legal	Information Only
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AGENDA ITEM: XV. C.

SUBJECT: Information on Approval of Grant Submitted to SWA for Blighted Properties in HOB

SUMMARY: CRA staff wrote a grant for the Solid Waste Authority's Blighted and Distressed Property Clean-up and Beautification Grant Program in collaboration City staff for improvements to the Heart of Boynton neighborhood. The grant activities include demolition of a building and sodding of the lot located at 909 N. Seacrest, painting of the perimeter wall, new fencing, irrigation and landscaping at the Public Works site and clearing and grubbing of the CRA-owned block at N.E. 4th/5th Avenues.

The total cost of the three projects is estimated at \$93,547. The amount requested and award from the SWA is \$62,300 leaving a match from the CRA of \$31,247 or 33%.

Staff was notified on Tuesday, February 3, that the CRA was awarded the full request of \$62,000 for the three projects. Staff will bring the Interlocal Agreement between the CRA and SWA to the March 2016 CRA Board meeting for consideration.

FISCAL IMPACT: \$31,247 as a match to the \$62,300 in grant funding – 02-58200-405

CRA PLAN, PROGRAM OR PROJECT: Heart of Boynton Community Redevelopment Plan

RECOMMENDATIONS: Informational

Vivian L. Brooks
Executive Director

**BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION
GRANT APPLICATION**

**BEFORE SEALING YOUR APPLICATION MAKE SURE THE FOLLOWING ARE
INCLUDED:**

- ☒ 1. Description of the objective for the project and end state of the property at completion of the project.
- ☒ 2. Timeframe for completion of the project.
- ☒ 3. Project schedule identifying all major activities.
- ☒ 4. Identification of the project location including the Parcel Control Number that clearly documents ownership and control by the Applicant.
- ☒ 5. Photographs of the Project Area.
- ☒ 6. Plan or Map of the Project Area.
- ☒ 7. Discussion of the plan to maintain the project location upon completion.
- ☒ 8. Project Budget.
- ☒ 9. All other pertinent information for consideration.
- ☒ 10. Carefully read *all* Documents, and properly complete and execute the Application Form. *(Failure to properly complete and sign this document may be cause for rejection of the application)*
- ☒ 11. Submit one (1) original and one (1) copy of your application to the Solid Waste Authority prior to the application deadline. Applications submitted after the deadline may be rejected.

**Solid Waste Authority of Palm Beach County
Blighted Property Grant Application**

I. General Information

1. Project Title: Heart of Boynton Neighborhood Improvement Project
2. Applicant Name: City of Boynton Beach and Community Redevelopment Agency
(Governmental Entity)
3. Contact Person: Vivian Brooks
4. Telephone: 561-600-9090 Alternate # _____
5. Mailing Address: 710 N. Federal Highway
Boynton Beach, FL 33435
6. Email Address: brooks vi@bbfl.us
7. Federal Tax Identification #: 43-1973410
8. Grant Amount Requested from SWA: \$62,310.25

I certify that the above information is correct and that I am authorized to submit this application.

Signature of Applicant: Vivian Brooks

Name of Applicant (printed): Vivian Brooks

Title: Executive Director Date: 1/11/16
CRA