

COMMUNITY REDEVELOPMENT AGENCY BOARD

REGULAR MEETING APRIL 11, 2018

MINUTES

Present:

Arlene Schwartz
Anthony Caggiano, Vice Chair
Tommy Ruzzano, Chair

Also Present:

Samuel A. May, Executive Director
David Tolces, Cherof, Doody & Ezrol, P.A.
Adam Reichbach, Assistant CRA Director
James Nardi, Advanced Asset Management

Not Present:

Lesa Peerman, excused
Joanne Simone, excused

The regular meeting of the Margate Community Redevelopment Agency having been properly noticed was called to order at 7:01 p.m., on Wednesday, April 11, 2018, by Chair Tommy Ruzzano. Roll call was taken followed by a moment of silence and the Pledge of Allegiance.

1A. APPROVAL OF THE MINUTES FROM THE JANUARY 9, 2018 REGULAR CRA MEETING

After Chair Ruzzano read the item title, Ms. Schwartz made the following motion, seconded by Mr. Caggiano:

MOTION: SO MOVE TO APPROVE

Mitch Pellecchia, 6890 N.W. 9th Street, commented about the lateness of the minutes.

ROLL CALL: Ms. Schwartz, Yes; Mrs. Peerman, Absent; Ms. Simone, Absent; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 3-0.

2. PUBLIC DISCUSSION

Manny Lugo, 1129 East River Drive, commented about the collapsing canal wall by Margate Boulevard and the need for immediate attention, regardless of wall ownership. He said the property was located within the MCRA district and MCRA funds could be used for flood control. He questioned why monies that were paid into Stormwater Utility were not available for emergencies. He mentioned that the South Florida Water Management District had a map of the 298 Districts that were for drainage and water control, as well as a plan for the improvement, repair, and maintenance of them but he said Margate was not included in it. He said it might be a possible resource to consider.

Chair Ruzzano said his request to have this item added to that night's agenda went unanswered. He said he would like to see if the MCRA could fund the project. He said that the City was trying to secure a grant to cover 75 percent and the remaining 25 percent might need to be paid by the homeowner or the City.

Mr. Lugo commented how the bridge narrowed the flow of the canal and that it might also need to be re-evaluated. Chair Ruzzano said that the seawall was unique and unlike others in the area, but the City needed to find out whether there were other walls like it.

Mitch Pellecchia, 6890 N.W. 9th Street, commented that he was disturbed that a full Board was not present. He said he preferred to have five officials when decisions were made for taxpayers. He questioned what constituted an absence and Chair Ruzzano said Board members or Commissioners could be excused if approved by the Chair or Mayor. He said he had been advised that the two Board members were ill.

Chair Ruzzano asked the Board members whether they would agree to have the MCRA fund the 25 percent portion if the City were to get the grant for 75 percent of the cost.

Ms. Schwartz asked about the cost and Chair Ruzzano said that he had seen quotes for two different systems that ranged from \$180,000 to \$210,000. Sam May, Executive Director, said information from the National Resource Conservation Service (NRCS) indicated an estimate of up to \$260,000.

Board Attorney David Tolces advised that a determination would be needed as to whether MCRA funds could be used.

Sam May, Executive Director, commented that historically the Stormwater Utility had matched that fund in the past.

Ms. Schwartz questioned how much of the seawall was in the MCRA. Mr. May said the collapsed portion of the seawall on the east side of the canal would be in the MCRA. She said she visited Mr. Ginsberg's property two weeks ago and she questioned why the building was allowed to be built so close to the seawall. She commented about setting a precedent and that the estimate of \$260,000 was extraordinary. She said something needed to be done to at least stop it from getting worse and she questioned whether a barge would be needed to fix it. Chair Ruzzano said repairs could be made via land and he noted the possible liability for damaging the existing infrastructure. Attorney Tolces commented about the issue of it being private property and that the use of public funds to improve private property needed to be reviewed. Ms. Schwartz commented about the length of time it had been taking to get a definitive answer and how the problem persisted. She asked the Board Attorney if he had seen a letter that Mr. May had drafted. Attorney Tolces said he had seen the letter and he had spoken with fellow attorneys. He said they needed an opportunity to review the matter to see if there was a way for the MCRA to be able to assist with any type of repair noting the issue of using public funds for private purpose, and potentially larger liability issues to a home or the rest of the seawall should something go wrong.

Chair Ruzzano again asked the Board if they would be willing to pay for the 25 percent balance of the seawall. Mr. Caggiano said he would only be willing to pay 12.5 percent. Chair Ruzzano said that the City had used millions of dollars in public funds in the past to pay for canal banks. Mr. May concurred. Mr. Ruzzano said this was the same situation. A short back and forth discussion ensued about which direction the City Attorney should pursue. Chair Ruzzano asked Attorney Tolces whether direction from two Board members would be sufficient. Attorney Tolces said the Board would need to come back with a formal action from the Board. Chair Ruzzano said he had asked to have the item placed on the agenda and was told, "no." Ms. Schwartz referenced the MCRA By Laws and said the Board Chair reviewed the agenda and if the Chair had asked to have an item added to the agenda, it should have been added. Chair Ruzzano asked if a consensus vote could be taken to pick up the 25 percent if the City got the 75 percent funding. Ms. Schwartz said she was fine with that as long as Attorney Tolces' firm did not come back and advise them that they could not use public money for private use. Chair Ruzzano said it was to give Attorney Tolces direction to look into it to determine if the MCRA could fund the balance.

Mr. May said the NRCS would enter into an agreement with the City so any deal that was worked out with the homeowner would need to be a deal between the City and the homeowner and also with the City and the MCRA. Attorney Tolces advised that an interlocal agreement between the City and the MCRA would be needed to provide for the funding if the City were to get the grant and if it were found that there was a mechanism to be able to use the MCRA funds to assist. He said he understood the direction would be related to authorizing the potential expenditure subject to legal review and an interlocal agreement that would come back to the Board for approval. Ms. Schwartz added that there should also be a provision that explained that if the MCRA were to expend funds, it would be a one-time deal tied to a natural disaster such as Hurricane Irma and the specifications of the grant. She said that once the grant funds were gone, the MCRA could not assume 100 percent of the liability, and there should also be a hold harmless agreement in

the event the MCRA's repairs weakened the existing conditions. Attorney Tolces stated that whatever was done would need to be consistent with the MCRA's Redevelopment Plan and the Statutes. He said they would work with the Executive Director to bring back any amendment to the Plan to the Board and the City Commission. He said there were several legal parameters that needed to be reviewed and confirmed before it could be brought back to them for formal approval and action.

Ms. Schwartz asked if there were sufficient time for the item to be on the following week's City Commission's agenda. Mr. May said if it did not pass, it could be brought to the City Commission to allow for the Stormwater Utility to pay for the difference. Mr. May said everything was moving forward with the grant.

Chair Ruzzano told Attorney Tolces that the Board was giving him direction to move forward. Attorney Tolces said he heard what he was saying, but he assumed that there was nothing in the Plan that related to such a project which meant that it would require formal action by the MCRA Board as well as the City Commission to amend the Plan to provide for it. Mr. May clarified that there would be an agreement between the NRCS and City, but the current action that was needed was for approval for the MCRA to pay the City 25 percent. Chair Ruzzano stressed the need to act quickly. Ms. Schwartz asked to have the item added to the City Commission agenda for the following week. Mr. May said a special meeting could be held if needed.

Attorney Tolces said, with the Board's direction, his firm would take whatever steps possible to keep the matter moving and if something required their approval, they would bring it back to them.

Mr. Caggiano said he was in favor of providing help to the homeowner, but everyone should share in the cost. Chair Ruzzano disagreed.

Ms. Schwartz asked what role the South Florida Water Management District (SFWMD) had being that they were responsible for changing the water pressure. She asked if they had been contacted. Mr. May said he would have someone reach out to them.

Mitch Pellecchia, 6890 N.W. 9th Street, commented that there was a map of the MCRA District on the City's website which showed the home was located within the MCRA. He said he had spoken with the homeowner several times. He said the seawall was blight and a public safety matter and there was no need to discuss whether the MCRA had the power to fix the wall as it was already in the law. He commented that the C-14 canal was part of the SFWMD but the canals being discussed were not. Ms. Schwartz clarified that the SFWMD controlled the lock that controlled the flow of the water.

Attorney Tolces stated that the law firm was not confident that the MCRA had the authority to expend the money under the Florida Statutes and the Redevelopment Plan, but they would be looking into it.

Tony Spavento, 3194 West Buena Vista Drive, said he saw a map that had a red line. He asked if a survey had been done and whether the red line represented the property line or the MCRA boundary. Chair Ruzzano said he had a copy of an old survey of the property and it was difficult to tell because the property line appeared to be on the border of the seawall. Mr. Spavento said direction should be given to move forward at immediate speed if it were determined that the seawall was public property. Chair Ruzzano said he had been trying to obtain a clear answer for several weeks, and the only response he had received was that it was the MCRA's as per the City Code. Ms. Schwartz said the letter that had been sent out read differently.

Mr. Caggiano read a letter from Sam May that was addressed to Scott Ginsberg. In summary, the letter indicated that the City had conducted research of City and County records and codes to determine if the City had any responsibility for seawall repair. It indicated that the seawall had been built by the developer of the subdivision, not the City. The earliest survey showed that the rear property line was on the seawall and that there had never been any dedication to or acceptance of the retaining wall or canals to the City. It read

that the City had not previously undertaken maintenance or repair of his seawall or the seawall in his division. It indicated that per City Code section 11-17A(4), the City did not assume any responsibility for either correcting or forcing the correction of any structural or functional failures nor did it assume any obligation or responsibility for the structural or functional adequacy of the structure. It stated that the City would not be assuming responsibility for or undertaking repairs to the retaining wall behind his property. It urged Mr. Ginsberg to take immediate action to contact an engineer and contractor to inspect and repair the seawall. It read that City staff and a marine contractor had reviewed the conditions and those records would be made available to him. It indicated that City staff would meet with him, and that it had been exploring additional repair funding sources through the National Resource Conservation Service in the event his insurance company would not cover the cost. Mr. Caggiano said the letter was dated April 5, 2018.

Mr. Spavento said that according to the letter, it was the homeowner's property.

Chair Ruzzano said it was a public safety issue and that the City had paid for portions of such projects in the past. He said, if possible, he would like to have the MCRA pay for the 25 percent if the City were to get the other 75 percent from the grant. Ms. Schwartz said that was fine. He asked the Board Attorney to look into whether the MCRA could pay the 25 percent if the City received the grant.

Mr. Caggiano asked what would happen if the City did not get the grant. Several members responded that it would need to come before the City Commission.

Scott Ginsberg, 1229 East River Drive, said he had both a copy of the survey provided to him by the City and the survey he paid for when he purchased the home. He said the new survey did not show the seawall being on his property and it should supersede the old survey.

There was a short discussion about how there could be differing surveys. Chair Ruzzano explained that the process was now done electronically through satellites. Mr. Ginsberg said the original survey was a sketch that was hand drawn in 1983. He said he had a signed, sealed survey from one and one-half years ago.

Manny Lugo, 1129 East River Drive, recommended that the Board vote to have the MCRA provide as much financial support as possible without assigning a percentage.

Mr. Spavento said if the newer survey were determined to be correct, he had not heard that direction was being given to fix the seawall regardless of whether the grant could be obtained.

Attorney Tolces reiterated that it was not clear whether the MCRA had authority to expend MCRA funds by giving it to the City or providing it directly to the homeowner. He said there could be actions that would need to come back before the MCRA Board and the City Commission before final steps could be taken.

A short recess was taken. The meeting resumed at 8:12 p.m.

3A. **PRESENTATION:** BY ATLANTIC STUDIOS – GROOVE + GREEN EVENT SERIES

Chris Gaidry, Atlantic Studios, displayed his website on the Monopad. He stated that the name of the event had been changed to Groove + Green. Several Board members indicated a dislike for the name and a short back and forth discussion ensued about the name, branding, and how it was selected. Mr. Gaidry explained that the website had already been created and he wanted to stay with it. He showed various web pages and explained the various elements of the event which included:

- A brunch component with a few food trucks and on-site dining and seating in the hospitality tent
- Market side featuring locally prepared foods and artisan vendors
- Flea-style pavilion for local garage sale for Margate vendors to offer quality second hand items. The vendors would be vetted through an application process. Canopies would be provided.
- Live music

- Kids corner with games
- Car show slated for the second Sunday of the month
- DIY activities that changed with the season, usually at no cost
- Performances and specials like culinary experiences or lecture series

He showed a slide of the flea market pavilion which he said would be two 100 foot by 10 foot canopies that could accommodate 20 garage sale vendors. He said there would be another 4,000-5,000 square foot canopy in the main area, as well as 10 foot by 10 foot canopies for the artists and vendors. He showed an incomplete version of the event layout and explained conceptually what he planned to do. He said he would send an updated site plan. He said there was a buzz already going on about the event and they had over 80 applications which would need to be vetted. He said the website, grooveandgreen.com, was 80% complete and they had a simple application process. He said they would also have a business pavilion that would be available for local Margate brick and mortar businesses at no charge. He said the list of the talent for the events would be released in the following days.

Chair Ruzzano asked how many vendors would be under the main tent. Mr. Gaidry said the main tent would be used by the produce vendors as they needed a large amount of space. He said some of the space would be for seating and eating. Chair Ruzzano said he liked the car show idea and he asked if there would be a prize. Mr. Gaidry said the prize would be what was collected by the participants. Chair Ruzzano suggested giving out a plaque or trophy from the MCRA. It was discussed that the MCRA would have a booth at the event and there would be a variety of promotional giveaways including such things as pens, spinners, first aid kits, gel packs, tote bags, fans that plug into a phone, and phone holders.

Ms. Schwartz questioned why the event was not being held across the street at the former Swap Shop as it offered more parking and a better location for the stage. Mr. Gaidry said the music would be light.

Sam May, Executive Director, said he would find out if there were any legal restrictions.

There was a discussion about the use of the large canopies versus the smaller tents. Mr. Gaidry said about two-thirds of the space or approximately 200 foot by 20 foot under the large canopy would be used for seating for people to eat. He said it would be a comfortable area with evaporative cooling fans.

Chair Ruzzano asked if the tent could be left up. Mr. Gaidry said there was a legal barrier with the developer that prevented them from leaving up the tent. Chair Ruzzano asked if Mr. Gaidry had contacted any local animal shelters. Mr. Gaidry said Grateful Paws, a no-kill shelter, said they were interested in being involved.

There was a brief discussion about whether dogs were allowed at the Sports Complex and other City parks. Mr. May said they were tolerated at an event held at the Sports Complex and that none of the parks was pet friendly.

4A. **RESOLUTION 545: APPROVING AN AGREEMENT BETWEEN ATLANTIC STUDIOS, INC., AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY**

After Board Attorney David Tolces read the resolution title, Mr. Caggiano made the following motion, seconded by Ms. Schwartz for discussion:

MOTION: TO APPROVE WITH CHANGES TO THE TENT SIZE, THE LANGUAGE REGARDING SOLE SELLER OF ALCOHOL, AND THE REDUCTION OF THE CANCELLATION NOTICE TO 48-HOURS.

Ms. Schwartz referenced a hand-out that of a cost comparison that Staff had done of farmer's market costs in Parkland, Coconut Creek, Tamarac, and Coral Springs. A copy was provided to Chris Gaidry, Atlantic Studios.

Mr. Caggiano asked the start date of the event. Chris Gaidry, Atlantic Studios, said it would be May 13, 2018.

Ms. Schwartz commented on the rates being charged by the other cities:

- Parkland budgeted \$30,000 for 12 markets;
- Coconut Creek used a third party vendor that handled everything and there was zero cost to the city
- Tamarac used a third party for their market which was held every Sunday, and they charged the vendors for clean-up and trash.
- Coral Springs used a third party and the city provided some services for which they were reimburse. They held 12 events and 3 times per year they held a jazz brunch and the city hired performers. There was no cost to the city except for some marketing, and the three events including police.

She commented that \$4,000 per event which included a large tent that cost \$1,500-\$1,600 was high. Mr. Gaidry said the \$4,000 did not include the 100 foot by 10 foot tents. He said their costs were in excess of \$4,000 to produce each event. He spoke about comparisons to the other markets and said Coconut Creek and Tamarac paled in comparison to the model he proposed. She said the comparison she was making was that those cities gave the event to a vendor to run and there was little or no expense to the cities. Mr. Gaidry said they had responded to the Coral Springs' RFP and they were told that the reason they were not chosen was because the city was concerned that the scope was too large and they would bring in more people than their roads could handle. Mr. Gaidry said the Margate site was ideal for a large event. He said the \$4,000 were pass through costs. He offered to handle it as either a reimbursement agreement or to have the City pay directly for some of the items.

Ms. Schwartz commented about the considerable fees that Parkland charged its vendors. She said she would prefer to have Mr. Gaidry charge more to the vendors so that the cost to the MCRA would be less or none at all. Mr. Gaidry said that the Margate vendors would not be charged. He said the produce and arts and crafts vendors would be charged \$25.00. He said the rate might be increased in the future but initially they needed to incentivize the vendors to participate during the hot summer months. He said most of the events he did were nighttime events when it was cooler. He said it was important to start off at a reasonable price point to build traction, noting that in the future he would move toward self-sufficiency with sponsors. He said the hard costs were close to \$6,000 per event and, in the early years of this series, they hoped to at least break even with the intention of it being a powerful event in the future that might become self-sustaining.

Ms. Schwartz commented about being bound by the 72 hour advance cancellation because the weather was so unpredictable during rainy season. Mr. Gaidry said in the past when the Building Department was closed on Friday, they had to have the infrastructure set up three to four days in advance. She suggested they bring it down to 48 hours and he agreed as long as they did not lose money on permit fees or items they could not return or stop such as the tents.

Ms. Schwartz said she understood it was going to be a nice event but she was concerned about the cost of \$40,000 for ten events. There was short discussion about Parkland's event which had about 80-100 vendors. Mr. Gaidry said Parkland had higher fees and that they had been in existence since 2002-2004. He said he was confident that this event series would be successful similar to Margate Under The Moon.

A short discussion ensued about alcohol at the event. Mr. Gaidry said there would be brunch style drinks such as mimosas, but no hard liquor. Ms. Schwartz suggested having consume on premises signs. He said the bartenders would be professionals who would make sure people were not drunk.

Ms. Schwartz asked about security. Mr. Gaidry said he thought the MCRA was paying for it. Sam May, Executive Director, advised that it was an eligible MCRA expense.

Ms. Schwartz asked whether the MCRA would be paying for Parks and Recreation for the stage. Mr. May said it would pay for it. Mr. Gaidry said they covered the audio side and he explained the process.

Chair Ruzzano questioned having only one ADA (Americans with Disabilities Act) bathroom. Mr. Gaidry said they would add more as the crowd built. He asked Mr. May how much the event would cost the MCRA including Parks and Recreation and the Police. Mr. May said a cost had not been determined yet, noting that Parks and Recreation might be able to set up/take down the stage on a weekday and the police detail would be based on four hours. Mr. Gaidry said typically daytime events without alcohol did not require police detail so that could be a consideration to save money. Mr. May commented that while it appeared that there was no cost to the city in some of the other market proposals, the zero cost was misleading in that there were often city employees present at those events. Ms. Schwartz commented theirs was not in addition to paying the vendor.

Mr. Caggiano commented that he liked the uniformity idea, that the event had good potential, and that in time the MCRA would be able to lower its costs. He said it would increase visibility of Margate and be an investment in something nice for the future for Margate. Mr. Gaidry said they have had some vendors that have converted to brick and mortar businesses in the city of Margate.

Chair Ruzzano referenced the contract and asked that he change the size of the tent listed. He suggested removing the language about Atlantic Studios being the sole provider for alcohol because a potential new vendor in Margate. Mr. May explained that Browski's Cider was looking at potentially relocating to Margate and he would like to be able to market them. Mr. Ruzzano said that if Margate had a brewery, he would like for them to have the opportunity to sell their product that was made in Margate at a Margate event. Mr. Gaidry asked if they could procure the product from them through a distributor. Mr. Ruzzano said it would be cheaper for them to sell directly. Mr. Gaidry said they would need a 13CT license to sell on-site at the event. He said his biggest concern was the liability because they would be the culpable party because they were running the event. Ms. Schwartz asked why two separate parties could not sell under two separate licenses. Attorney Tolces said they would need to look at it.

Mr. Ruzzano said he would love to see this be a big event for Margate, especially with the car show and maybe a bike show. Ms. Schwartz suggested inviting a car dealership where they could bring some cars.

Ms. Schwartz asked Mr. Gaidry if he had any objection to changing the contract from six to three months. Mr. Gaidry said he would like to see it run the full course so that it could build the momentum. Chair Ruzzano noted that there was an out clause in the contract.

Ms. Schwartz asked if they had the musicians lined up. Mr. Gaidry said they would have the list out shortly. She asked how they vetted people that would be handling the children's activities. Mr. Gaidry said they handled it themselves rather than have vendors handle it.

Mr. Caggiano spoke about event he attended in Miami where they had a person who made omelets, and he suggested Mr. Gaidry consider having this popular option. Mr. Gaidry said he typically would have that type of vendor at events of this style.

Ms. Schwartz suggested including contacting local schools about participating.

Chair Ruzzano suggested having something special once a month like a dog show or pageant. He also suggested having a Cuban coffee vendor.

Ms. Schwartz said the motion should include the changes that were mentioned. Attorney Tolces stated that the issues included the tent size, alcohol, and 48 hour cancellation notice versus 72 hours. He said they would be included in the motion made by Mr. Caggiano and seconded by Ms. Schwartz. Both Mr. Caggiano and Ms. Schwartz acknowledged the additions.

ROLL CALL:

Ms. Schwartz, Yes; Mrs. Peerman, Absent; Ms. Simone, Absent; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 3-0.

4B. **RESOLUTION 546:** AMENDING THE FISCAL YEAR 2017-2018 BUDGET BY TRANSFERRING FUNDS TO PROVIDE FOR THE GROOVE + GREEN EVENT SERIES

After Board Attorney David Tolces read the resolution title, Mr. Caggiano made the following motion, seconded by Ms. Schwartz:

MOTION: SO MOVE TO APPROVE

ROLL CALL: Ms. Schwartz, Yes; Mrs. Peerman, Absent; Ms. Simone, Absent; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 3-0.

4C. **RESOLUTION 547:** AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH ADVANCED ASSET MANAGEMENT, INC., FOR PROPERTY MANAGEMENT SERVICES

After Board Attorney David Tolces read the resolution title, Mr. Caggiano made the following motion, seconded by Ms. Schwartz for discussion:

MOTION: SO MOVE TO APPROVE

Ms. Schwartz commented that she thought there were people already handling some of the items listed.

Sam May, Executive Director, explained that the MCRA managed the contracts when the projects were being built while Jim Nardi would be overseeing the maintenance of the contracts. He said since he assumed the Executive Director position, he and Mr. Nardi have worked as a great team and he has seen improvements to the medians. He said the Coconut Creek Parkway median project was recently completed but there were only bare minimum provisions for maintaining it. He said Melaleuca Drive was also being minimally maintained by Landscape Service Professionals (LSP). He said the contracts were so minimal and LSP was not providing a level of service that was expected.

Mr. Caggiano asked whether Mr. Nardi would be overseeing Winfield Boulevard and David Park and when those projects would be started. Mr. May said that David Park would be maintained by the Parks and Recreation department, and the maintenance of the median improvements along Copans Road would be overseen by Mr. Nardi. He said the maintenance would not be started until the project was completed and turned over to the MCRA from the contractor.

Chair Ruzzano asked Attorney Tolces if the Board could directly give orders to Mr. Nardi. Attorney Tolces said the Board's direction should be through the Executive Director.

Chair Ruzzano commented that the bids received on the landscape median project ranged from being in the \$70,000's to \$160,000 to \$180,000 so the MCRA got what it paid for. He said the MCRA went with the low bid and had to fire them, then went with the next highest bid and had to correct mistakes from the first company, and it was still playing catch up. He said there had been improvements in the past few months.

Ms. Schwartz and Chair Ruzzano spoke about the lack of and need for accountability.

James Nardi, Advanced Asset Management, agreed with the accountability comments and he said the oversight being requested was exactly what would help make things better. He said the accountability was being placed on his company and Mr. May recognized that 50 percent on any project was the maintenance. He said it was beneficial to him to be involved in the construction portion of the project from the beginning.

Tony Spavento, 3194 West Buena Vista Drive, referenced Ms. Schwartz's comments and said that he heard the same comments in Coral Bay. He said Coral Bay improved over the past ten years but there were always negative people who chose to complain. He said the right pieces were in place and to carry on.

Ms. Schwartz suggested that every day a police officer or a code compliance officer should drive down every block of the City to see that codes were being followed. She also suggested that there be a person available to answer the phone on Friday's when someone called Code Compliance. She suggested the officers be switched around to discourage leniency being given to some people.

Chair Ruzzano suggested having MCRA code compliance officers. Attorney Tolces said the MCRA could have an interlocal agreement with the City to fund them but the officers could only work in the MCRA district. Mr. May said the MCRA was in the process of exploring the possibility of funding one dedicated code compliance officer for the MCRA area.

ROLL CALL: Ms. Schwartz, Yes; Mrs. Peerman, Absent; Ms. Simone, Absent; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 3-0.

4D. **RESOLUTION 548:** AMENDING THE 2017-2018 BUDGET BY TRANSFERRING FUNDS FROM CONTINGENCY TO PROFESSIONAL-PROPERTY MAINTENANCE

After Board Attorney David Tolces read the resolution title, Ms. Schwartz made the following motion, seconded by Mr. Caggiano for discussion:

MOTION: SO MOVE TO APPROVE

Adam Reichbach, Assistant CRA Director, explained that an amendment had been to the contract with Landscape Service Professionals (LSP) at the last MCRA meeting for upgraded services, and that this was the accompanying budget transfer needed to execute the contract.

Sam May, Executive Director, commented that LSP was not a bad landscape company; the service they were providing was based on what was included in their contract.

Chair Ruzzano said the Request For Proposal (RFP) was bid for the minimum and the Board voted on it without any further adjustments. Mr. May said a new RFP would be going out and it would require an increased level of service so that Margate's medians would mimic the beautiful medians in other cities.

ROLL CALL: Ms. Schwartz, Yes; Mrs. Peerman, Absent; Ms. Simone, Absent; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 3-0.

5. **EXECUTIVE DIRECTOR'S REPORT**

Sam May, Executive Director, introduced Diana Scarpetta, CRA Project Specialist.

Diana Scarpetta, CRA Project Specialist, thanked the Board for the opportunity to be a part of the MCRA.

Mr. May provided the following project updates:

- Coconut Creek Median Improvements – project closed out; waiting for the Broward County service water management license
- Colonial Drive – construction will begin the first week of May
- Copans Road Median Landscape – set for pre-construction meeting next week; hope to start construction the first week of May
- David Park – construction documents were 50 percent prepared and reviewed; revised plans were submitted to Development Review Committee and Building Department for review.
- City is processing the general Stormwater management license with Broward County.
- Shopping Center facades – Task order has been executed with Saltz Michelson for design of the façade modifications at both plazas. He advised that as per Section 5.7 of the MCRA By-laws, the Executive

Director could authorize budget transfers within the same funds of up to \$25,000 with a notification to the MCRA Board. He notified the Board that he would be conducting two separate budget transfers in the amount of \$18,000 each for field measurement and schematic design associated with the façade improvements at Ace Plaza and Chevy Chase. He said funding would be transferred out of the Contingency line item fund 340 for Capital Projects. He said the funds were for the façade and shopping center improvements of both Ace and Chevy Chase plazas. He said the budget for the entire task order which was for the design and development preparation of construction documents, permitting assistance, construction administration and preparation of maintenance guidelines was \$92,575 and included 15 percent for contingencies and reimburseables.

- Sports Complex covered field and restaurant building – would be going to all departments for approval by early May. Received final approval from the County and project should be starting soon.
- Wayfinding Signage – Task order has been executed and purchase order and Notice to Proceed were in process.
- Winfield Boulevard – final construction documents and bid packages for paving, drainage, and landscape improvements have been prepared and submitted to Purchasing for approval and advertising to bid.
- Shopping Center Property Improvement Grant Program and Business Incentive Grant Program – would be brought to the MCRA Board in May for consideration.

Ms. Schwartz commented that the Board did not like the design that had been presented previously for the wayfinding signs. Mr. May said they had started over with a new vendor, Saltz Michelson, for different designs. He said the architectural standards would come back to the Board at the May MCRA meeting.

Chair Ruzzano asked the status of the neighborhood entrance signs. Mr. May said the designs for the wayfinding signs needed to be completed first. Mr. Ruzzano said he would like to see more attention given to the medians in the south end of Margate, noting that there were two entrances heading east off of State Road 7 that needed improvements. Mr. May said that area was included in the list of priorities that he would be presenting to them at the next meeting.

Ms. Schwartz asked when the landscape architect working on the Atlantic Boulevard project would be back with their proposal. Mr. May said he would follow-up with Keith and Associates.

Chair Ruzzano asked whether the stone work on the wall on Atlantic Boulevard would be put out to bid. Mr. May said it was part of the project with Keith and Associates. He said he would try to make that part of the first phase of the project.

5A. **TENANT UPDATES**

James Nardi, Advanced Asset Management, advised that there were three tenants in Chevy Chase Plaza that owed rent for April. All other past due balances were up-to-date. In Ace Plaza, he said there was one tenant that owed partial rent for March and for April. Per MCRA policy, he said 3-day and eviction notices would go out as necessary.

Chair Ruzzano asked the status of the Sweet Spot. Mr. Nardi said they had their permit since November and they were just slow in opening. He said they needed finalize the work and inspections and get their Certificate of Occupancy. He said she had a previous location off Broward Boulevard. He mentioned the award she recently received on HGTV.

He said there were three tenant spaces available that he had been showing. He mentioned a new tenant that opened a virtual tutoring company in a small space formerly occupied by Ballet Elite.

6. BOARD MEMBER COMMENTS

Ms. Schwartz welcomed Diana Scarpetta aboard.

Mr. Caggiano said he was happy to hear things were happening and moving forward.

Chair Ruzzano said he noticed several parcels on State Road 7 where it seemed there were no sprinkler systems because the grass was dead. He specifically mentioned a parcel near the hospital, Toscana, and the Dollar Store. He questioned who owned the property and said he was told it was the City's or the County's. Sam May, Executive Director, said it might be the State's and that he would look into it. Mr. Ruzzano suggested that when projects were approved in the future, the owner should be asked to include irrigation.

There being no additional business, the meeting adjourned at 9:51 p.m.

Respectfully submitted,

Transcribed by Rita Rodi, CRA Coordinator

Tommy Ruzzano, Chair