

COMMUNITY REDEVELOPMENT AGENCY BOARD

REGULAR MEETING

August 21, 2018

MINUTES

Present:

Arlene Schwartz
Lesia Peerman
Joanne Simone
Anthony Caggiano, Vice Chair
Tommy Ruzzano, Chair

Also Present:

Samuel A. May, Executive Director
David Tolces, Cherof, Doody & Ezrol, P.A.
Robert Massarelli, Assistant Executive Director
Diana Scarpetta, CRA Project Specialist
Christian Cotter, Project Manager
Nick Cucunato, Public Works Superintendent
Chris Gaidry, Atlantic Studios
Eric Liff, Lambert Advisory
James Nardi, Advanced Asset Management

The regular meeting of the Margate Community Redevelopment Agency having been properly noticed was called to order at 7:07 p.m., on Tuesday, August 21, 2018, by Chair Tommy Ruzzano. There was a moment of silence followed by the Pledge of Allegiance and roll call.

1A. APPROVAL OF THE MINUTES FROM THE JUNE 12, 2018 REGULAR CRA MEETING

After David Tolces, Board Attorney read the item title, Mrs. Peerman made the following motion, seconded by Ms. Simone:

MOTION: SO MOVE TO APPROVE

ROLL CALL: Ms. Schwartz, Yes; Mrs. Peerman, Yes; Ms. Simone, Yes; Mr. Caggiano, Absent; Mr. Ruzzano, Yes The motion passed 4-0.

Mr. Caggiano had stepped out of the meeting prior to roll call and returned at 7:10 p.m.

2. PUBLIC DISCUSSION

Manny Lugo, 1129 East River Drive, referenced comments made by Robert Massarelli at the MCRA budget workshop held the day prior where he had indicated that the MCRA did not have any money. Mr. Lugo said he reviewed previous years' reports and he questioned a difference in revenues of \$10,000,000 between 2016 and 2017.

Chair Ruzzano responded that he did not have the budget with him but there was \$23,000,000 in the MCRA budget.

Mrs. Peerman explained that the MCRA budget was divided into various funds for different projects and some funds had been set aside for future projects.

Mr. Lugo said he preferred the format used in previous years.

Victor Varela, 1600 N.W. 62 Terrace, said that he was told that the seawall did not belong to him at the time the survey was done when he closed on his property. He said the condition of the seawall was dire and he asked what the City of Margate was willing to do to help him fix the problem.

Mrs. Peerman told Mr. Varela that he needed to attend the City Commission meeting that was being held the following night. She said that the assistance the MCRA recently provided to fix a seawall was because it was located in the MCRA district and it was considered blight. She suggested that he speak with the City Manager prior to the meeting to discuss ownership of the seawalls. She said City Code indicated that the seawall was the property owner's responsibility.

Chair Ruzzano responded that it was a City issue and he advised Mr. Varela to attend the City Commission meeting at 6:30 p.m. the following day.

3A. **RESOLUTION:** APPROVING AN AGREEMENT BETWEEN ATLANTIC STUDIOS, INC., AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY FOR THE MARGATE UNDER THE MOON EVENT ON SEPTEMBER 1, 2018.

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

MOTION: SO MOVE TO APPROVE

Mrs. Peerman said she wanted the no cooler policy and the clause about Atlantic Studios being the exclusive provider of alcohol removed from the agreement. She said Margate residents liked to bring their coolers.

Ms. Schwartz commented that the agreement indicated music would span from 6:00 p.m. to 10:00 p.m., but she had never heard music past 9:00 p.m. because there was never anyone there.

Chris Gaidry, Atlantic Studios, commented that Margate Under the Moon always had music throughout the event because it retained the crowd better. He said Sounds at Sundown ran from 6:00 p.m. to 9:00 p.m. Mr. Gaidry said they typically ran Margate Under the Moon during the months of August through November, but they were looking to avoid the rainy month of August and instead run September through December. He said they were looking at an agreement for September only because the fiscal year was ending and there would be a separate agreement coming before them for the entire 2019 fiscal year next month. He said the intent would be to hold the Margate Under the Moon event for the entire year instead of having it and Sounds at Sundown as it would be more congruent and easier to market.

Ms. Schwartz asked about the 10 percent administrative fee. Mr. Gaidry explained that it was for costs associated with unraveling the event, i.e., removing and returning the equipment, and vendor fees. She asked about the typical number of vendors at the event. Mr. Gaidry said there were typically 12-15 food trucks at the Sounds at Sundown and 20-25 tented vendors.

Ms. Schwartz asked the Chair for permission to comment on the last Groove and Green event. She commented on the scarcity of food trucks at the last event noting that one of the two sold only coffee. Mr. Gaidry said he had a cancellation but he always made sure there was someone offering breakfast foods.

Ms. Simone said she agreed with Mrs. Peerman about the no cooler policy noting that it was a time for families and neighbors to get together and enjoy themselves. She said not allowing people to bring coolers and food was destroying what the MCRA was trying to achieve. She said she also was not in favor of Atlantic Studios being the sole provider of alcohol.

Mr. Gaidry said that the no cooler policy language had always been in their agreements but they had never enforced it. Ms. Simone pointed out that if it were in the contract, then it could be enforced. Mr. Gaidry said his team had seen instances where people brought coolers that contained full bottles of tequila. He said the problem was if something were to happen, both he and the City would be culpable.

Sam May, Executive Director, suggested that Mr. Gaidry request identification and provide arm bands to those individuals who purchased alcohol from him so those people could be distinguished from the others. Mr. Gaidry said he found that having an expensive camera system at the bar would be the only way to possibly indemnify them.

Mrs. Peerman commented on the price of the bar drinks. Mr. Gaidry said vendor participation was a big part of the event. He said his company needed to sell all the vendor spots in order to make any profit. He said if the vendors were not getting any business from the people attending the event, they stopped participating which was what had occurred at the Sounds at Sundown events. He had to reduce vendor prices or give free spaces to some of the vendors he said.

Mr. Caggiano asked Mr. Gaidry if they had asked people to put their coolers back in their cars. Mr. Gaidry said they had never enforced it, but having it in the contract gave them the ability to handle a situation should someone get inebriated.

Ms. Schwartz asked if the language was different in the contracts for Sounds at Sundown and Margate Under the Moon. Mr. May said that coolers were allowed at the Sounds at Sundown but not Margate Under the Moon. Ms. Schwartz asked how the patrons would know whether or not coolers were allowed.

Chair Ruzzano asked Mr. Gaidry if he would be willing to strike out the no cooler clause and the sole purveyor language. Mr. Gaidry said the sole purveyor element was even more worrisome to him. Mrs. Peerman said the issue she had with it was if a cider company or a Funky Buddha wanted to participate. Mr. May responded that either could come and Mr. Gaidry would distribute the alcohol because he was approved to sell it. Mrs. Peerman asked whether a baseball team could participate and sell beer as a fundraiser. Mr. Gaidry said it had never happened before, and he questioned whether the baseball team had a temporary license, were a 501C3, or had insurance. He said his company would need to be included through the process to ensure that everything was legitimate, and his company was additional insured.

David Tolces, Board Attorney, said that under the proposed agreement, if another entity wanted to participate, they would need to go through Atlantic Studios as they would be the sole purveyor; otherwise, they would need to obtain permission from the MCRA to sell. He said the Board could consider putting in a provision that said the MCRA might authorize additional purveyors subject to Mr. Gaidry's approval which should not be unreasonably withheld, thereby giving them a method to be able to introduce an additional vendor. Mrs. Peerman said that she would be fine with adding that language and removing the no cooler policy.

Chair Ruzzano said he wanted the no cooler and sole purveyor language removed. Mr. Gaidry said he needed some time to reevaluate the costs of operating the event because alcohol sales were a big component. He said maybe the reimbursement rate needed to change.

Mrs. Peerman said his price would not need to change because she did not think it would happen but she wanted to have an opening in the event a baseball team wanted to participate, for example.

Mr. May suggested moving forward with removing the no cooler policy and allowing Mr. Gaidry to be the sole purveyor for the September event only. He said a contract for the next fiscal year would be brought before them the following month for discussion and this would give Mr. Gaidry time to review his numbers. Mr. May pointed out that there was nothing in his marketing that indicated no coolers.

Mr. Gaidry said there might be another provision that can be looked at such as eliminating the \$600.00 contractor fees for the tent. Mrs. Peerman said she would like to see the language included about the sole purveyor that Attorney Tolces mentioned.

Mr. Caggiano suggested moving forward with September and then have Mr. Gaidry come back with another contract for the next year.

Board Attorney Tolces said there were many aspects of the contract that could be negotiated for the next year.

Ms. Schwartz commented that since all vendors needed to go through Mr. Gaidry, he had the option to charge whatever he wanted to recoup what he thought he might lose, citing Funky Buddha as an example.

Mrs. Peerman made the following amendment, seconded by Mr. Caggiano:

AMENDMENT:	TO REMOVE THE NO COOLER POLICY FROM THE SEPTEMBER CONTRACT
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In response to Ms. Schwartz's comment, Mr. Gaidry said that it might be an issue in the case where the vendor wanting to sell at the market was also being wooed by the City and he would be asked to make a concession. He said when a huge category was being taken away from them; he really had to take a look at it as it greatly affected his company's ability to make a profit. She said she had no problem with the removal of the no cooler policy for the September event.

**ROLL CALL ON
THE AMENDMENT:**

Ms. Schwartz, Yes; Mrs. Peerman, Yes; Ms. Simone, Yes; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The amendment passed 5-0.

Chair Ruzzano commented that there was nothing in the agreement about security. Mr. May said if alcohol was being sold, police detail was required and it was paid for by the MCRA.

**ROLL CALL ON THE
MOTION AS AMENDED:**

Ms. Schwartz, Yes; Mrs. Peerman, Yes; Ms. Simone, Yes; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion as amended passed 5-0.

Chair Ruzzano told Mr. Gaidry that the Board had some concerns about Groove and Green. He suggested the possibility of moving the Groove and Green event to follow the Saturday events, as a means to save money on the tent costs. Mr. Gaidry said he had planned to meet with Mr. May about the tent situation because he would be able to drop the event cost from \$4,000 to \$2,500 if it could be resolved. He said he and Mr. May had been diligently looking to find a tent that would meet the requirements.

Chair Ruzzano asked the Board how much they would be willing to spend on a tent. Mrs. Peerman suggested the MCRA buy a good tent that could be put up in a semi-permanent way and it could also be rented to the City for its use. Mr. May asked Mr. Gaidry if setting up the tent on the asphalt would work for the events. Mr. Gaidry said it should not be a problem as long as it was anchored. He said having a tent was really important but it very expensive and a lot of work.

Mr. Caggiano asked for a ballpark price for a tent similar to one currently being used. Mr. Gaidry said Universal Rentals stated that the tent was \$15,000. Mrs. Peerman suggested purchasing two tents.

Chair Ruzzano asked the Board members if they were in agreement with purchasing two tents. No Board members opposed. Mr. Gaidry said it would result in half the production costs. Chair Ruzzano asked Mr. May to obtain tent prices. He said he should proceed as long as he was able to obtain the two tents for under \$30,000.

Board Attorney Tolces clarified that the Executive Director was being directed to purchase the tents so long as they were within his purchasing authority. Chair Ruzzano asked the Board members if they were in agreement. Ms. Schwartz asked about the type of tents, other than frame tents, that were available. Mr. Gaidry explained how the size and width were big factors in the type of tent to use. Ms. Schwartz commented that the larger tents trapped the heat inside. Mr. Gaidry said having white tents and using evaporative fans helped a lot but conditions would improve once the humid summer months passed.

Ms. Schwartz mentioned a previous discussion about allowing Margate residents the ability to sell things. She also commented that she did not agree with Mr. Gaidry's decision to allow the produce vendor exclusivity. She said people liked having the ability to choose from several produce vendors and exclusivity was something that should be earned.

Mrs. Peerman asked if the Board wished to give the Executive Director authority to purchase the tents up to his purchasing limit. Mr. May acknowledged that the Board had given him permission to spend up to \$50,000 to purchase two tents.

Chair Ruzzano commented that it was his understanding that Margate residents could participate in the Groove and Green market for free. Mr. Gaidry said Margate businesses had always been allowed to promote their products for free at Margate Under the Moon. However, he said it was different at the green market because there would be free vendors competing with paying vendors selling the same product. He said he liked to have one vendor in each product category so they did not cannibalize each other.

Discussion ensued about the number of vendors at the market. Mr. Gaidry explained the seasonality and availability of produce.

Ms. Simone said she was very disappointed with the Groove and Green market and the limited number of vendors. Mr. Gaidry explained the difficulty of launching a green market in the summer. He said he loved producing the event, but they were losing money on it because it was difficult to keep vendors in the summer and he could stop it if the Board wished. She said she heard from people that their phone calls were not being returned. She said she was disappointed that he did not have a vendor selling pet products. Mr. Gaidry said he had them at the market but the problem was that they were not selling enough due to the time of year.

Mrs. Peerman said she liked the event. She said she had an issue with residents not being allowed to sell produce off their trees because the produce vendor had exclusivity. Mr. Gaidry explained that the produce vendor needed to offset his expenses. Ms. Simone said anyone should be able to come and sell regardless of duplication.

Ms. Schwartz asked whether the produce vendor paid extra for exclusivity and whether there was a charge for not showing up. Mr. Gaidry responded “no” to both questions. He said he had thought about a deposit system but he did not want it to be an impediment. Ms. Schwartz suggested that it might be the wrong time of year to hold the market and perhaps it should be held once a month until October and that it should follow the Saturday evening event.

Mr. Caggiano asked for a Point of Order to bring the discussion back to the agenda item.

Ms. Simone asked Mr. May about reducing the police detail at the market and he responded that he would follow up with having it reduced to either one or none. Mrs. Peerman said she spoke to the Police Chief that morning and he said it would be cut down to one unless there was alcohol beyond mimosas.

Mrs. Peerman commented on the need for consistency. She said she was fine with it following one of the evening music events but currently there was only one music event per month. She expressed the need to hold the market on the opposite weeks of the Parkland market, noting that Margate would draw vendors from there. Ms. Schwartz asked why Margate did not draw Parkland’s vendors in the summer. Mr. Gaidry said some of the vendors overlapped but either they had prior obligations or, in some cases, they were not willing to reduce their selling prices for Margate. Mrs. Peerman suggested that the Board continue with the market as is and revisit it in December. She said the purchase of the tents would reduce events costs, and she suggested Mr. Gaidry attend Parkland’s market and invite them to participate in Margate’s market.

Ms. Schwartz asked about the status of Margate residents having the ability to vend for free. Mr. Gaidry said that people could promote their business but it became an issue with exclusivity when they sold something already being sold at the market.

Chair Ruzzano commented that the MCRA was purchasing two tents and he suggested using one tent for Mr. Gaidry’s vendors and allow the other to be used for Margate residents to sell items for free. Mr. Gaidry said it streamlined things but it would take some of the purchasing power away. Mrs. Peerman asked how it would be managed and Chair Ruzzano said it would be worked out. Board members discussed some different ideas and suggested it be called a garage sale. Mr. Gaidry said his company had initially considered using the 100’x100’ tent for flea-market type vendors. He said he considered using a list of emails of the residents that had signed up for the garage sale. Mrs. Peerman said it would be promoted on the website and he would not need to solicit residents. There was discussion about the number of vendors that could fit under the large 40’x100’ tent and Mr. Gaidry said it was about 25. It was discussed that it would be open to both Margate businesses and residents. Mrs. Peerman commented that the MCRA needed to make sure that it did not become a junk sale. Mr. Gaidry said that some of the details still needed to worked out and he asked about the timing. Mrs. Peerman said it would take effect when the new tents were put up.

3B. **RESOLUTION 563: APPROVING AN AGREEMENT BETWEEN PAINTSCAPING, INC., AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY FOR A 3D PROJECTION MAPPING HOLIDAY SHOW.**

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

MOTION: SO MOVE TO APPROVE

Mrs. Peerman commented that the company was really creative and had some fun animation, and she recommended going with a new show.

Ms. Simone said their presentation last time was much more exciting than the finished product and she was disappointed. She said she would like to see a lot more animation.

Chair Ruzzano asked how often the show was displayed.

Nick Cucunato, Public Works Superintendent, said it would be shown every half hour. He explained that the first year was very exciting and it lost some of its excitement in the second year because it was the same show with two additional minutes. He agreed that it was a good idea to have a new show every two years.

Mrs. Peerman highly suggested that a preview of it not be put on Facebook; rather, it needed to be a surprise.

Mr. Cucunato said Paintscaping was a very professional company to work with and he said that their costs were far below the quotes from other vendors. He suggested it go out to bid again next year to see how other companies compared.

Ms. Simone referenced the meeting back-up and asked if hotel accommodations were provided in previous years. Mr. Cucunato said the hotel stay was always part of the contract. He said an extra projector was provided for in the contractor so that the show would go on in the event something should go wrong technically.

Mr. Caggiano asked whether the MCRA owned the productions. Mr. Cucunato said Paintscaping had all the shows they produced for us. While the MCRA did not own them, they were available to Margate for viewing he said. Mrs. Peerman referenced the contract and said the shows could be licensed exclusively for Margate.

Chair Ruzzano commented that the past shows had been great and he asked how it could become greater. He asked about the possibility of having a selected child start the video. He said it could be promoted in advance and would hopefully draw more people to the event. Mr. Cucunato said the owner was very creative and he was open to ideas. Chair Ruzzano asked if it would be possible to incorporate Margate into the show. Mr. Cucunato asked the Board members to send him their ideas and he would share them with the owner.

Attorney Tolces provided direction on next steps. Mr. Caggiano agreed to amend his motion to specify the amount of \$43,000, which was seconded by Mrs. Peerman:

MOTION: SO MOVE TO APPROVE FOR \$43,000

ROLL CALL: Ms. Schwartz, Yes; Mrs. Peerman, Yes; Ms. Simone, Yes; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 5-0.

3C. **RESOLUTION 564:** AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND LAMBERT ADVISORY.

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

MOTION: SO MOVE TO APPROVE

Mr. Caggiano commented on the minimal back-up and that Lambert Advisory came up as realtors when he did a Google search.

Sam May, Executive Director, clarified that Lambert Advisory was a consultant that would assist with a public private partnership between the MCRA and Broski Cider. Mr. Caggiano asked why a consultant was needed. Mr. May explained that they were experts in the field and they had a lot of experience with such partnerships.

Eric Liff, Lambert Advisory, 100 Biscayne Boulevard, said they were not realtors. He said they were economic development, real estate, and financial consultants. He said most of their work was through municipalities and they have worked with more than 40 CRA's throughout the state, mostly in the areas of economic development and public private partnerships. He said they were independent advisors that worked on behalf of the CRA by reviewing opportunities to make sure they were mutually beneficial for the parties involved but also protected the CRA. He said they would do a full analysis on the strength of the business, strength of the proposal, financial background, pro formas, etc., to assist the CRA with the negotiation.

Mr. Caggiano asked if the amount in the agreement of \$10,000 was per business. Mr. Liff said it was for a number of proposals, but if the number became excessive, they would have to revisit negotiations. He said it was his understanding that this was one business and possible a second. Mr. Caggiano asked the number that would be considered excessive. Mr. Liff said it would depend on the amount of time they had to go back and forth with a business to obtain information. He said this agreement would be based on two business opportunities.

Mrs. Peerman asked whether working with Lambert Advisory would provide better public private partnership opportunities. Robert Massarelli, Executive Assistant Director, said their expertise would facilitate the process.

She asked Mr. Liff whether they would vet prospective businesses for Margate. Mr. Liff said they would assess the company and what they were proposing from the CRA, not their business plan.

Ms. Schwartz asked Mr. Massarelli how Lambert Advisory differed from Buxton. He explained that Buxton looked at the big picture of what type of businesses to go after. He said once a specific business was identified, then Lambert would help the MCRA close the deal.

Ms. Schwartz asked the amount of available land in the MCRA with which something could be done. Mr. May identified four possible parcels of land: one at Coconut Creek Parkway and U.S. 441 and one south of it; one at 15th Street; and, a parcel that the MCRA was in the process of acquiring. He spoke briefly about discussions he had with Broski Cider. She commented that the City Center would have been a better location. Mr. May commented that the potential location for Broski was a nexus between the downtown and midtown areas.

Chair Ruzzano asked Mr. Liff how far they went in the process. Mr. Liff said they would take it to a certain point but the MCRA would make the decisions. There was a brief discussion about Broski's level of commitment.

ROLL CALL: Ms. Schwartz, Yes; Mrs. Peerman, Yes; Ms. Simone, Yes; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 5-0.

3D. **RESOLUTION:** APPROVAL OF A TASK ORDER WITH KEITH & ASSOCIATES FOR PROFESSIONAL SERVICES FOR DESIGN OF WINFIELD BOULEVARD TRAFFIC CALMING AND STREETSCAPE IMPROVEMENTS (ROUNDBOUT WITH WATER FEATURES)

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

MOTION: TO DIRECT THE EXECUTIVE DIRECTOR NOT TO TAKE ANY FURTHER ACTION WITH RESPECT TO THE DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS AND CONSTRUCTION OBSERVATION FOR THE WINFIELD BOULEVARD TRAFFIC CALMING AND STREETSCAPE IMPROVEMENTS

Ms. Simone asked the amount that had been spent on the project to date.

Cotter Christian, Project Manager, said that approximately \$51,000 had been spent.

Mrs. Peerman asked the amount of the whole project, and Mr. Christian said constructions costs were approximately \$450,000.

Several of the Board members commented that it was cool idea and they expressed differing views on whether the residents in the area wanted the project. There was discussion about the location, the intent of the project, and safety concerns.

Mr. Caggiano pulled his second to the motion. Ms. Simone made the following motion, seconded by Mrs. Peerman:

MOTION: TO TABLE AND BRING THE ITEM BACK AT THE SEPTEMBER 12, 2018 CRA MEETING WITH KEITH & ASSOCIATES IN ATTENDANCE

Chair Ruzzano commented that there were two options to locate the roundabout. Robert Massarelli, Assistant Executive Director, advised that the first location was at the first intersection after turning off of State Road 7 which was totally within the MCRA District. He said the second option was the second intersection and it was located one-quarter within the MCRA and three-quarters within the City. He said both had manholes that would need to be addressed as part of the design.

Ms. Schwartz suggested engaging the neighborhood again to find out whether they wanted a roundabout and where it should be located. Ms. Simone suggested that they be given a picture and description of the project. Mrs. Peerman said that previously 450 flyers were distributed to Winfield area residents and only seven people attended the meeting. Ms. Schwartz suggested that the president of the condominium association be contacted about holding a meeting. Mr. Massarelli asked the Board for clarification on whether they wanted contact to be made with people who lived on Winfield Boulevard or all those served by Winfield Boulevard. Mrs. Peerman said it would need to be everyone because there was only one way in and one way out. Sam May, Executive Director, said it would encompass

everyone from the Bamboo canal to the Hogan Creek canal. Ms. Schwartz suggested that the communication should indicate that a lack of response would be considered passive approval of the project.

Mr. Caggiano asked whether the MCRA had funds to pay for the project. Mr. Massarelli said it would be discussed and prioritized at the MCRA Workshop being held on September 6, 2018. Mr. Caggiano commented that the MCRA should move forward with the project if it had the funds without wasting more time.

Mrs. Peerman suggested that the MCRA Chair contact the City Manager or the Mayor and request an interlocal agreement with the City so that the MCRA would have a choice between the two locations.

Attorney Tolces said there was nothing to prohibit the MCRA Chair from sending a letter to the Mayor requesting participation, and then that agreement would need to be presented.

Chair Ruzzano asked the Board members if they had a preference for the location of the roundabout. Discussion ensued about the two locations. Mr. May said the first roundabout was located at 57th Terrace; the second was on the north side of 62nd Avenue. Mrs. Peerman suggested discussing the location at the next meeting.

ROLL CALL: Ms. Schwartz, No; Mrs. Peerman, Yes; Ms. Simone, Yes; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 4-1.

A SHORT RECESS WAS TAKEN AT 9:39 PM; THE MEETING RECONVENED AT 9:53 PM

4A. **DISCUSSION & POSSIBLE ACTION:** DISCUSSION OF PROPOSALS FOR HOLIDAY LIGHTING ALONG MARGATE BOULEVARD.

David Tolces, Board Attorney, read the item title.

Nick Cucunato, Public Works Superintendent, commented that Margate had the best holiday decorations in South Florida. He said that Public Works had used Brandano, a local business, for the past several years and while he liked using them, they had fallen into a rut. He said their decorations were old and they constantly had to be pushed to get the work done. He said he was not happy with the vendor they used last year because the owner of the company was not willing to speak with him when there was a problem. He said they were slow to address problems, rigid in how they operated, and were generally hard to work with. He commented on the wonderful holiday display at Turtle Run on Sample Road and he said he had heard very good things about them. He said he spoke with Christmas Designers and they shared some good ideas on ways to change things up, and it seemed they would be good to work with. He said the pricing on all three was similar depending on the options selected. He said he planned to use Brandano for the Christmas tree and for lighting along Southgate and Royal Palm boulevards. He noted that the rental of a Christmas tree would cost an additional \$2,500 which he said was a deal comparatively.

Ms. Simone commented that she liked the animated display of light and song around the clock tower last year and she asked if the new company, Christmas Designers, could do the same. He said the animated wire figures with lights had been used for a few years and were somewhat passé. He said Christmas Designers had some other ideas that he wanted to try. She agreed.

Mr. Caggiano referenced the general terms and he asked whether the city would have the trees trimmed in time for Christmas Designers to meet the schedule for light installation. Mr. Cucunato said there would be no delay on the City's part. Mr. Caggiano asked when the lights would be turned off, noting that he loved how nice they looked. Mr. Cucunato said that the lights on the median would be lit nightly until the beginning of March. Mr. Caggiano pointed out that the contract said the lights would be disconnected the first week of January. Mr. Cucunato said he would ask them to leave the oak trees lit until March. Mr. Caggiano referenced page 8 of the contract and commented that he liked their payment terms of 50 percent at contract acceptance and 50 percent when installation was completed.

Mrs. Peerman commented that she liked that the palm fronds would be lit and that they were doing in-betweens on the oak trees. Mr. Cucunato said they also planned to add some twinkling LED's, including gold colored LED's.

Sam May, Executive Director, commented that the Christmas Designers contract was for three years. Mr. Cucunato said companies always approached him with three-year contracts but he had never taken one especially in the first year.

Mrs. Peerman made the following motion, seconded by Mr. Caggiano:

MOTION: TO ACCEPT CHRISTMAS DESIGNERS FOR A ONE-YEAR CONTRACT,
WITHOUT THE TREE

Chair Ruzzano commented that the contract for \$35,000 did not include the areas on Royal Palm Boulevard and Southgate Boulevard. Mr. Cucunato said that lighting to those entranceway areas was added and Public Works had been paying for them. He said he would be using Brandano and it would cost \$6,000 for three locations which included the east end of Southgate and the east and west ends of Royal Palm Boulevard, plus \$2,500 for the tree.

Attorney Tolces advised that a separate agreement would be needed for the other contractor.

Mr. May stated that the MCRA would not be able to pay for lighting along Royal Palm Boulevard since it was not in the MCRA. Chair Ruzzano said they would vote on the agreement for Margate Boulevard but the other areas would need to be brought back to the Board for approval.

Chair Ruzzano asked if the Kiwanis would be selling Christmas trees again this year. He suggested that they donate a 14 to 16 foot tree instead of ten smaller trees that they agreed to last year. Mr. May said he would make the request.

Mrs. Peerman asked if a tree lighting ceremony could be held at the same night as Margate Boulevard was lit. Mr. May suggested that the tree be decorated professionally.

ROLL CALL: Ms. Schwartz, Yes; Mrs. Peerman, Yes; Ms. Simone, Yes; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 5-0.

4B. DISCUSSION & POSSIBLE ACTION: DISCUSS FAÇADE IMPROVEMENTS AT CHEVY CHASE PLAZA

David Tolces, Board Attorney, read the item title.

Robert Massarelli, Assistant Executive Director, recommended that the item be tabled until the MCRA meeting on September 12, 2018.

Mr. Caggiano made the following motion, seconded by Mrs. Peerman:

MOTION: TO TABLE TO THE SEPTEMBER 12, 2018 CRA MEETING

ROLL CALL: Ms. Schwartz, Yes; Mrs. Peerman, Yes; Ms. Simone, Yes; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The motion passed 5-0.

5. EXECUTIVE DIRECTOR'S REPORT

Sam May, Executive Director, provided the following updates:

- Acquisition of 891 North State Road 7: the closing was scheduled to take place on or before September 12, 2018.
- ICSC Conference: the conference was scheduled August 26-28, 2018; the MCRA would have booth #1523.
- MCRA Incentives: MCRA staff had met with six businesses and commercial property owners who were interested in either the Business Incentive grant or the Commercial Property Improvement Program. One application from a dental office had submitted for the Business Incentive grant. It was currently under review by MCRA staff and would be presented to the Board at the September meeting.
- Utility Box Art: MCRA staff reached out to two Margate photographers who had provided images. A total of 90 images had been uploaded to SurveyMonkey for Board members to access and select their preferences. Ms. Schwartz commented that the program did not allow one to go backwards. She suggested that the images be added to the City's website for review. Robert Massarelli, Assistant Executive Director, agreed to have them added to the website.

Ms. Simone commented about the need to have multi-cultural images among the artwork because of the diversity in Margate, including Caribbean and Hispanic art. Mr. Massarelli said he had understood the direction was to obtain

images of Margate. He said staff would identify some additional images and add them to the mix later so as to not hold up the process. Chair Ruzzano suggested printing out the 90 images for them to review first and then they could vote for them online. Mr. Massarelli agreed to do so. He mentioned concerns about copyright issues on some of the images.

5A. TENANT UPDATES

James Nardi, Advanced Asset Management, stated that there was one tenant, Sweet Spot that was one and one-half months behind in their rent.

He mentioned that he was close to leasing the property at the restaurant space at 5801 Margate Boulevard.

Ms. Schwartz asked whether the Latin Café was still in business because she had received a call from a resident. Mr. Nardi said they were open. Sam May, Executive Director, said that they closed at 4:00 p.m.

Mrs. Peerman asked about the former Bay Bays. Mr. Nardi said a new lease with the partner should be signed that week, and although he could not purchase the name, he planned to offer chicken and waffles.

6. BOARD MEMBER COMMENTS

Ms. Schwartz had no comments.

Mrs. Peerman spoke about the upcoming Florida Redevelopment Conference in Sanibel the week of October 22, 2018. She strongly recommended attendance at the Redevelopment 101 class noting that all the other classes referred back to it. She said they also added an Infrastructure class as well that she planned to take.

Ms. Simone thanked Nick Cucunato and the Public Works staff for being at the Groove and Green. She said she hoped he would be able to bring some of this equipment next time.

Mr. Caggiano said he was looking forward to the Christmas lights and Winter Festival.

Chair Ruzzano asked Board Attorney Tolces if the City Center projects had to be fully appropriated for or whether there was a minimum amount that could be budgeted.

David Tolces, Board Attorney, said that from a legal perspective, with respect to the fact that the MCRA currently had an agreement in place with a developer and currently in litigation, the MCRA needed to fund an amount that would allow the MCRA to keep the specific projects proceeding. He said Mr. Doody, his law partner, had advised that they be funded fully, but in his discussions with the Executive Director, it would be nearly impossible to contract, design, permit and construct any of the projects within the fiscal year. At a minimum, he said the design and permitting aspects should be funded during the [upcoming] fiscal year. Being that the MCRA was committed to doing all the projects as per the agreement, he said it would need to budget for construction in the fiscal year following the design and permitting.

Chair Ruzzano asked whether the MRCA would need to obtain a loan or bonds in the event it did not have sufficient funds to complete the projects. Attorney Tolces said the appropriate type of financing or pledges that could be made would need to be discussed. He said the MCRA could not spend monies it did not have, noting that it was limited based on the revenues it brought in and it could only pledge what it received.

Mrs. Peerman stated that there were no monetary figures for the various projects in the developer's agreement. She recommended taking half and leaving the remaining half for the following year and review the status.

Mr. Caggiano commented that the MCRA was required to accommodate certain stipulations in the agreement and he asked whether the developer was under the same constraints of having to set aside funds for the project.

Attorney Tolces responded that the developer had placed \$150,000 in escrow as required by the contract. He said it was up to the developer as to how they wished to handle any planning or financial investment. He said the MCRA had certain statutory and legal obligations to which it had to comply.

Ms. Schwartz, noting that there were no monetary amounts stipulated in the contract, asked what size the MCRA committed projects needed to be to fulfill its obligations. Attorney Tolces responded that whatever decisions the MCRA made about the type of facilities that it budgeted could become part of the litigation and support the developer's case against the MCRA. She asked how the MCRA would decide how much it needed to set aside. Mrs. Peerman said the MCRA did not have to fully fund the projects that were in the agreement. Attorney Tolces explained that the MCRA was committed to continue with the agreement and move it forward, and since it was unlikely that the construction would happen in fiscal year 2018-2019, it made sense to budget for the design and permitting costs in 2018-2019. He suggested the MCRA determine approximate construction costs for the various projects and then determine the percentage for design and permitting and include that and a little extra in the budget. He commented that under the Florida statutes, it made sense to only budget what was planned to be spent, otherwise the funds would need to be reallocated to subsequent years or given back.

There was a short discussion about how much to budget for the amphitheater, community center, etc. Mrs. Peerman said the Board would make those determinations when it decided the budget. Attorney Tolces stated that the budget needed to have a factual basis upon which it was based. Sam May, Executive Director, said that the MCRA could base its estimates on similar projects in other cities.

There being no additional business, the meeting adjourned at 10:52 p.m.

Respectfully submitted,

Transcribed by Rita Rodi, CRA Coordinator

Tommy Ruzzano, Chair