

# COMMUNITY REDEVELOPMENT AGENCY BOARD

## SPECIAL MEETING December 19, 2019

### MINUTES

#### Present:

Arlene Schwartz  
Antonio V. Arserio  
Joanne Simone  
Anthony Caggiano, Vice Chair  
Tommy Ruzzano, Chair

#### Also Present:

Jeffrey L. Oris, Executive Director  
David Tolces, Weiss Serota Helfman Cole & Bierman, P.L.

The special meeting of the Margate Community Redevelopment Agency having been properly noticed was called to order at 5:09 p.m., on Thursday December 19, 2019, by Chair Tommy Ruzzano. Roll call was taken. There was a moment of silence followed by the Pledge of Allegiance.

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1A. **RESOLUTION 619:** APPROVING THE TRANSFER OF THE LEGAL SERVICES AGREEMENT TO WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.; APPROVING THE LEGAL SERVICES AGREEMENT

After Chair Ruzzano read the resolution title, he stated that a brief recess would be taken following this item if it were approved.

Jeffrey L. Oris, Executive Director, commented that the terms mirrored those of the agreement with Goren, Cherof, et al, and that this action was a transfer of those same terms and fees. Mr. Caggiano made the following motion, seconded by Ms. Simone:

**MOTION:** SO MOVE TO APPROVE

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

Chair Ruzzano expressed his thanks to the law firm of Goren, Cherof, Ezrol & Doody, P.A., and welcomed David Tolces.

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A BRIEF RECESS WAS TAKEN; THE MEETING RECOVERED AT 5:20 P.M.

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Chair Ruzzano asked the Board for permission to change the order of several items to the following: item 1B, followed by item 2A, 1C, and then 2B. None of the Board members was opposed.

1B. **RESOLUTION 620:** APPROVING THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY BETWEEN THE MCRA AND IGS HOMES, LLC, FOR THE REAL PROPERTY LOCATED AT 6280 ATLANTIC BOULEVARD, MARGATE, FL; DIRECTING THE MCRA EXECUTIVE DIRECTOR TO PUBLISH NOTICE OF THE MCRA'S INTENT TO DISPOSE OF MCRA REAL PROPERTY PURSUANT TO SECTION 163.380(3)(a) OF THE FLORIDA STATUTES; DIRECTING THE EXECUTIVE DIRECTOR TO BRING BACK ANY PROPOSAL RECEIVED FOLLOWING PUBLICATION OF THE REQUIRED NOTICE; FURTHER DIRECTING THE AUTHORIZED MCRA OFFICIALS TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE IF NO OTHER PROPOSALS ARE RECEIVED BY THE MCRA

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

**MOTION:** SO MOVE TO APPROVE

Jeffrey L. Oris, Executive Director, explained that Florida Statutes required that CRA's notice the public of its intent to sell property which also allowed other prospective buyers an opportunity to submit proposals within a 30-day window. He said if additional proposals were received during the 30 days, they would come before the Board to decide to whom they wanted to sell the property. He noted that it would not be a negotiation and they need did need to sell to the highest offer; rather, the Board could decide which would be the best fit for the City and the MCRA.

Mr. Caggiano asked if the bidders could change their offers and Mr. Oris said their offers were fixed numbers. Attorney Tolces explained that IGS submitted a signed contract and the MCRA was not authorized to sign it until after the 30-day period, but IGS could submit a separate proposal for consideration.

Mr. Oris explained that IGS was a motivated buyer and if no other bidders came forward, the contract would not need to come back before the Board. He said the current proposer, IGS, was a mortgage broker, insurance broker, and real estate broker which was an ideal use for the site. He said the building would be sold with the current contents.

Discussion ensued about the bid process. Attorney Tolces explained that bids could be submitted through the end of the 30-day period (30 days from date of publication of notice). If a bidder wished to change their bid during that period, they could ask the MCRA to rescind their original bid. He said the bids would be sealed and opened and presented to the Board at the end of the 30-day period. He said unlike a Request For Proposal (RFP), there was no written criteria, and the Board would review and decide what they wanted. Mr. Oris said his criteria before bringing this item to them was that their offer made the MCRA whole based on expenses incurred from the time the building was purchased. Based on his analysis of the numbers, he said he was comfortable that the MCRA was getting its money back. Attorney Tolces said if there were no other offers, the contract before them could be signed; if there were other offers, there will be discussion at another meeting.

Mr. Arserio asked about obtaining the commitment title immediately once the agreement was signed to facilitate the process. Attorney Tolces explained that once the contract was signed and a deposit was received, the title commitment would be ordered as part of the due diligence process. He said the title should be clean of any liens since it had been owned by the MCRA. Closing would be no later than 60 days from the effective date.

Ms. Schwartz asked if the bids would be vetted before they were presented. Attorney Tolces said it would be part of the Executive Director's evaluation and discussion with the Board when presented to them. Mr. Arserio said the broker should be qualifying the buyers as well and advising the Executive Director.

Mr. Oris said there had been one other buyer that had expressed an interest after the subject proposal was received and put on the agenda.

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

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**2A. DISCUSSION & POSSIBLE ACTION: EXECUTIVE DIRECTOR JEFF ORIS' CONTINUED EMPLOYMENT WITH THE MARGATE COMMUNITY REDEVELOPMENT AGENCY**

Chair Ruzzano explained that Jeff Oris' employment contract would be terminating January 15, 2020. Jeffrey L. Oris, Executive Director, said the purpose of this item was for the Board to determine whether they wished to employ him full time and under what terms. If he and the Board could not agree on terms prior to the next MCRA meeting, item 1C would extend his current contract by two months while a replacement was being sought.

Mr. Arserio referenced a wish list hand-out from Mr. Oris that listed the creation of an Assistant City Manager position which he said would be a decision the City would need to make, not the MCRA. A short discussion ensued about whether the Charter allowed for a second Assistant City Manager, who would decide on the creation of the position, whether it should be discussed by the MCRA, and whether the Board should address item 1C first.

Mr. Oris said his current employment situation with the City was very convoluted in that he has been told that he was an employee of the City but his agreement was with the MCRA. He said it needed to be clearly defined moving forward. In the past, he said MCRA employees were hired by the MCRA but they were paid through the City's system. He said there were also City employees partially funded by the MCRA and City which also needed to be fixed.

Chair Ruzzano referenced Mr. Arserio's comments and suggested starting out by giving someone direction to speak to the City Manager about the possibility of creating another Assistant City Manager position. If yes, then a decision would need to be made about whether Mr. Oris would be considered for that position.

Mr. Arserio commented that when Mr. Oris was hired, it had been advertised as a part-time position. He said the position had not been advertised properly and he would prefer to have a national search done for a MCRA Director.

Mr. Oris said he did not recommend a national search for the position because the biggest problem was adhering to Florida State Statute; he preferred to stay within the State or with someone who had experience within the State. He said his terms were negotiable. He said he needed the position title in order to move his career forward and without it he would continue to work in the MCRA, but he would be continuously looking for the next career opportunity. He said the other items on the wish list could be negotiated and a contract could be drawn up if the Board could decide on basic terms. He said he was seeking an Assistant City Manager title, not a position with the City. He expressed regret that he had not spoken with the City Manager prior to speaking with them about the position and that he had unintentionally offended him.

Mr. Arserio commented that city managers also had to follow Florida's Statute and they often came from outside the state. Mr. Oris said he was in the process of fixing problems created in the past because no one running the MCRA understood the Statute and ran it as a department. He said city managers were more generalized while CRA's were very particular under Florida Statute, Chapter 163. He said a national search could be done but it would take anyone coming in a long time to grasp the Statute. Mr. Arserio said he was in favor of doing a well-advertised prominent search. Ms. Schwartz commented that they had interviewed other qualified candidates for the position before they offered it to Mr. Oris, and a national search was not needed.

After some additional back and forth discussion about the position, Mr. Oris asked that the Assistant City Manager consideration be taken off the table. With the departure of the Development Services Director, Ms. Schwartz suggested the combination of the that position and department with the MCRA, if the City Manager agreed and if Mr. Oris were interested. Discussion continued about a combined position, the salary and the budget for it. Chair Ruzzano asked Mr. Oris whether he would continue looking for a position if he did not get the Assistant City Manager title, and Mr. Oris said that he would because he needed to progress his career. Mr. Oris reiterated that he felt terrible that he had not spoken with Mr. Curtis first; therefore, he preferred that the Assistant City Manager position not be considered because of all the issues it was creating. He said it would be Mr. Curtis' decision whether to combine positions.

Mr. Oris said he did a quick poll of salaries of CRA Executive Directors locally. He found that a lot of CRA's were run like a department of the city and headed by a CRA Manager that reported to others above them, such as in Coral Springs, Deerfield Beach, and Plantation. He said CRA's that were structured like the MCRA and headed by an Executive Director were Delray Beach, Boynton Beach, and Lake Worth and they responded as follows: \$145,000 plus \$3,000 car allowance; \$151,632 plus \$3,000 car allowance; and, \$164,000 plus \$5,000 car allowance, respectively. He said he did not hear back from Pompano Beach or Hollywood.

Mr. Schwartz asked Mr. Oris theoretically if he would be comfortable with the combined positions of Development Services Director and CRA Executive Director. Mr. Oris said that while he was not AICP certified (American Institute of Certified Planners), he had been around planning for over 20 years. He said he did not have deep experience with comprehensive planning but was knowledgeable about all other aspects, noting that he had written a significant amount of zoning code for Margate, and he was also a Certified Economic Developer.

Mr. Arserio commented that the MCRA was a fraction of the size of the Delray Beach CRA, and not a good comparison. He said he was not in favor of co-mingling the two positions as the MCRA and City had been trying to separate functions. He said he preferred to do a search and interview more candidates.

Ms. Simone commented that Mr. Oris had been tasked with finding his replacement but he had not been able to find anyone thus far. She said Mr. Oris had vast knowledge and history with the City it would be difficult to find someone to replace him. She commented on the importance of Chapter 163 and that she was not in agreement with doing a national search.

Ms. Schwartz said her suggestion to combine Development Services and the MCRA was because some of their [Development Services] salaries were already paid by the MCRA, and having someone certified in economic development would see other opportunities in the City and provide improved communications. She said she was not interested in getting someone that needed to be trained.

Ms. Simone said she also spoke with Mr. Oris about taking on the Development Service department and she had confidence that he could handle both positions.

Mr. Arserio commented that having the Development Services Director be an AICP planner was as important as having an Executive Director highly knowledgeable of Chapter 163.

Chair Ruzzano asked Mr. Oris if he would be interested in the combined position with Development Services. Mr. Oris said the decision would entirely up to Mr. Curtis. If it were offered, he said the salary would need to be discussed because his alternative would be to go back to consulting where he billed at \$150-\$155 per hour.

Discussion ensued about going out for a national search, extending Mr. Oris' contract, and combining the two positions. Mr. Caggiano commented that Mr. Oris was very competent but he wanted to make sure that the City Manager thought the position was needed, could be funded, and would work out. Mr. Arserio commented that the positions were two of the most significant ones in the City and he did not want to be forced to make a quick decision without more research. Ms. Schwartz compared the current discussion to a situation that involved another position in the City that had been quickly approved without a job search, research, or a proper salary discussion.

Several Board members were in favor of discussions being held with the City Manager about combining the two positions, and it was suggested designating Chair Ruzzano to speak to the City Manager on the Board's behalf and report back to the City Commission since it was a City issue. Mr. Arserio stated, for the record, that he was opposed to combining the positions and as well as making the recommendation to do so. He recommended to the Board that a search be done immediately for an Executive Director, but next steps would be contingent on whether the City decided to combine the positions. Mr. Caggiano said much of what they were discussing was up to the City to decide and the Board could not make decisions for the City. Mr. Oris clarified that he would only be interested in pursuing it if Mr. Curtis wanted him for the position.

Discussion ensued about the Board's next steps with a contract with Mr. Oris. Ms. Schwartz commented that it would take three months to hire someone when doing a search, so the Board would need to extend Mr. Oris' contract for at least three months. Mr. Oris said he had a problem with an extension of more than two months because he needed time to go back into the private sector.

Chair Ruzzano summarized that there would be discussions with the City Manager and it would be taken back at a City Commission meeting, noting however that Mr. Oris' contract would be over by then unless the Board agreed to a full time contract as Executive Director. Mr. Arserio said he was not comfortable with that action. Chair Ruzzano asked the Board for their suggestions before moving on to item 1C.

Discussion continued whether to make Mr. Oris the full time Executive Director or to extend the contract for two or three months and his salary and the hours worked. Mr. Oris said he worked on average about 28-30 hours per week. He pointed out that his contract allowed him to renegotiate his contract if he worked more than three weeks at over 28 hours but he had not planned to do so. David Tolces, Board Attorney, read the section of Mr. Oris' contract regarding hours worked which stated, "in the event the employee works more than 28 hours per week for four consecutive weeks on CRA matters, parties agree in good faith an amendment with respect to the required hours and employee's hourly rate of pay." Ms. Schwartz said that Mr. Oris' salary would be \$145,000 for 40 hours per week/52 weeks per year at his current hourly rate.

There was additional back and forth discussion about offering Mr. Oris a full time position without doing a search. Mr. Arserio reiterated his desire to do a search. Ms. Schwartz said a search was not needed because Mr. Oris was highly qualified for the position, noting that he also taught classes on CRA's in Florida. Chair Ruzzano said he agreed with Mr. Arserio about doing a search and that Mr. Oris would likely come back as one of the highest ranked candidates. Ms. Schwartz made the following motion:

MOTION: TO CONSIDER HIRING MR. ORIS FULL TIME FOR THE POSITION AT \$145,000

Attorney Tolces stated that it would be more appropriate to have the motion considered under item 1C which was for an amendment to Mr. Oris' contract.

Attorney Tolces summarized that his understanding of the direction under item 2A was that the Board would go to the City Manager to discuss the possibility of combining the positions of the Development Services Director and the Executive Director and then it would move on to the City Commission.

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1C. **RESOLUTION 621:** APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH JEFFREY ORIS AS EXECUTIVE DIRECTOR TO PROVIDE FOR A TWO-MONTH EXTENSION FOR THE EMPLOYMENT AGREEMENT UP TO AND INCLUDING MARCH 16, 2020.

After David Tolces, Board Attorney read the resolution title and clarified that the current end date of March 16 should be March 23, 2020, Mr. Arserio made the following motion, seconded by Mr. Caggiano:

**MOTION:** SO MOVE TO APPROVE

Ms. Schwartz asked Mr. Oris if he was in agreement with a two-month extension. Jeffrey L. Oris, Executive Director, said his preference was to go full time versus extending the contract. He said he understood there was no one to replace him so he would be willing to assist temporarily. He suggested having a contract that included a search and allowed him to walk away with minimal severance if the Board found someone better. Chair Ruzzano suggested having the attorney create a contract and have it brought back at the January MCRA meeting. Mr. Oris suggested the Board go ahead with the two-month extension and he would work with Mr. Tolces on a contract that would come before them in January and, if approved, would negate the two-month extension. In the meantime, there could be a job search and the Board could have discussions with the City about its plans. Mr. Oris suggested the Board look at the terms he presented and he and Mr. Tolces would negotiate a contract for their approval. He said if they did not want to approve the contract, the two-month extension would be in place and he would walk away with a request for two-weeks' severance.

Attorney Tolces clarified Mr. Oris' comments and suggested that the Board approve the two-month amendment and in the meantime a proposed second amendment to the agreement would be brought back at the next meeting which would provide for full time employment for Mr. Oris and that Mr. Oris understood a search would be done for an Executive Director and, if one were found, he would be given notice and receive two weeks' severance pay.

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

Chair Ruzzano asked the Board if they were in agreement with Attorney Tolces negotiating a contract with Mr. Oris. Mr. Arserio said he did not want to hold any negotiations until the job search was completed because of the perception it created.

**POLL TAKEN:** Ms. Simone, Yes; Mr. Arserio, No; Ms. Schwartz, Yes; Mr. Caggiano, Yes; Mr. Ruzzano, Yes. The poll passed 4-1.

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2B. **DISCUSSION & POSSIBLE ACTION:** AUTHORIZING THE ADVERTISEMENT FOR A NEW EXECUTIVE DIRECTOR

David Tolces, Board Attorney, said the purpose of the item was to give direction to formally advertise the position. Chair Ruzzano asked the Board members if they had any specific items they wanted to include. Direction was given to include: specific knowledge and experience in working with Florida Statute Chapter 163; and, experience in having directed or worked with a Florida CRA.

Chair Ruzzano asked the Board members to review the current Executive Director's job description which was included in the meeting back-up and to advise the Executive Director or David Tolces of any changes.

Jeffrey L. Oris, Executive Director, said he had made some strikethroughs and additions in red to the position posting that they might want to change. He said the ad would go out as soon as possible. Mr. Oris said he was working with them to do what was best for the City, the MCRA and the residents. He acknowledged that he made a major faux pas with Mr. Curtis that he would work to fix.

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3. **BOARD MEMBER COMMENTS**

**Ms. Simone :** None

**Mr. Arserio:** Wished everyone Merry Christmas and Happy Hanukkah.

**Ms. Schwartz:** Also wished everyone happy holidays. She told Mr. Oris that she appreciated him coming back to assist the MCRA.

**David Tolces:** Wished everyone a Merry Christmas and Happy Hanukkah and thanked the Board for the faith they placed in him to continue to provide the service in his new position. He told the Board members to feel free to reach out to him at any time.

**Mr. Caggiano:** He thanked the MCRA and all the citizens that came out to the Winter Festival. He said the event was phenomenal with almost 20,000 people in attendance and there were no police related problems. He said it set a new standard for what could be done in the future.

**Mr. Ruzzano:** Wished everyone happy holidays. He mentioned a new chicken wing restaurant that would be opening that weekend in the Ace Plaza. He asked Mr. Oris about an upcoming project on the corner of State Road 7 and Coconut Creek Parkway. Jeffrey L. Oris, Executive Director, said he met with Development Services and they indicated that there were some discussions taking place about CocoGate Plaza. Mr. Ruzzano said it looked like it might be one of the biggest projects in Margate in the past ten years. Mr. Oris said the current plaza owner owned the plaza for many years and they were talking about a mixed use project on the site. Mr. Ruzzano asked if the Board could get a list of new businesses that were coming into the MCRA. Mr. Oris said he did not have one but he had just asked Paul Robinson to add him to the list of new businesses so he would be aware of grand openings. Mr. Caggiano mentioned a ribbon cutting at a new hair salon that day and the importance of celebrating new businesses in the City. Mr. Ruzzano mentioned a new hibachi restaurant, Kouyou Buffet, at 8000 West Sample Road that he said was incredible. He said the owner's vision was to purchase the whole plaza and to make it into a Chinatown. Mr. Oris commented on the large number of very good ethnic restaurants in the City that needed to be promoted.

There being no additional business, the meeting adjourned at 7:08 p.m.

Respectfully submitted,

Transcribed by Rita Rodi, CRA Coordinator

Tommy Ruzzano, Chair