

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 650

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY("MCRA"); APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARGATE AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY FOR CONVEYANCE OF PROPERTY AND PAYMENT OF COSTS ASSOCIATED WITH THE WINFIELD BOULEVARD IMPROVEMENTS; AUTHORIZING THE CHAIR AND EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency ("MCRA"), hereby approves the Interlocal Agreement between the City of Margate and the Margate Community Redevelopment Agency for Conveyance of Property and Payment of Costs Associated with the Winfield Boulevard Improvements (the "Agreement"), a copy of which is attached hereto as Exhibit "A."

SECTION 2: That the MCRA Chair and Executive Director are hereby authorized and directed to execute the Agreement, a copy of which is attached hereto and specifically made a part of this Resolution as Exhibit "A," and to take all further action consistent with this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 13TH DAY OF JANUARY, 2021.


Chair Tommy Ruzzano

RECORD OF VOTE

Simone	<u>YES</u>
Arserio	<u>YES</u>
Schwartz	<u>YES</u>
Caggiano	<u>YES</u>
Ruzzano	<u>YES</u>

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARGATE AND THE
MARGATE COMMUNITY REDEVELOPMENT AGENCY
FOR CONVEYANCE OF PROPERTY AND PAYMENT OF COSTS ASSOCIATED
WITH THE WINFIELD BOULEVARD IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT FOR CONVEYANCE OF PROPERTY AND PAYMENT OF COSTS ASSOCIATED WITH THE WINFIELD BOULEVARD IMPROVEMENTS is made this ____ day of _____, 2021, by and between the **CITY OF MARGATE**, a Florida municipal corporation, (hereinafter referred to as “**CITY**”), and the **MARGATE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the “**MCRA**”).

W I T N E S S E T H:

WHEREAS, the **CITY** is a municipal corporation organized and existing under the constitution and laws of the State of Florida; and

WHEREAS, the **MCRA** is a community redevelopment agency established by the **CITY** in 1996 pursuant to Chapter 163, Part III, Florida Statutes; and

WHEREAS, the **MCRA** undertook the installation of a new City of Margate gateway sign and associated improvements (the “Improvements”) within the Winfield Boulevard median which is located within the **CITY**’s community redevelopment area, and desires to convey the Improvements to the **CITY**; and

WHEREAS, the **CITY** desires to accept the conveyance of the Improvements from the **MCRA** and assume future maintenance responsibility for the Improvements; and

WHEREAS, this Agreement is consistent with the provisions of Chapter 163, Florida Statutes, the **CITY**’s Community Redevelopment Plan, and serves both a municipal and public purpose.

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

1. The recitations set forth above are hereby incorporated herein by reference.
2. The **MCRA** agrees to convey to the **CITY** pursuant to the Bill of Sale which is attached hereto as Exhibit “A,” the following Improvements: Gateway Sign, irrigation, landscaping, lighting, and related appurtenances as depicted in the Bill of Sale.
3. In order to insure that the landscaping and related improvements were properly maintained following installation, the **CITY** and **MCRA** agreed to have the **MCRA** pay for the water meter that has been installed at the location of the improvements. The **CITY** agrees that the utility account associated with the water meter is in the **CITY**’s name, and that the **CITY** shall be responsible for utility charges related to the water meter. The **CITY** further agrees to be responsible for all costs associated with ongoing maintenance of the Improvements conveyed to the **CITY** by

the MCRA pursuant to the Bill of Sale.

4. This Agreement shall be effective upon execution by the CITY.

5. **Public Records.** The CITY and MCRA shall comply with the requirements of Section 119.07, *et.seq.*, Fla.Stat., related to the handling of public records. The CITY and MCRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by the MCRA which shall be kept for a period after the completion of all work to be performed pursuant to this Agreement, in compliance with The Florida Records Retention Schedule, as may be amended from time to time.

6. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed to be a waiver of, or affect the rights, privileges, and immunities of the CITY or MCRA as set forth in Section 768.28, Fla.Stat.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF MARGATE

Arlene R. Schwartz, Mayor

Cale Curtis, City Manager

ATTEST:

Joseph J. Kavanagh, City Clerk

Dated this ____ day of _____, 2021

MARGATE COMMUNITY REDEVELOPMENT AGENCY



Tommy Ruzzano, Chair



Cale Curtis, Executive Director

ATTEST:



Rita Rodi, CRA Coordinator

Dated this 13 day of JANUARY, 2021

This Instrument was Prepared By:

David N. Tolces, Esquire

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

1200 N. Federal Highway, Suite 312

Boca Raton, FL 33432

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Margate Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, F.S.**, party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States, to them paid by the **City of Margate, a Florida municipal corporation**, the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents, does grant, bargain, sell, transfer and deliver unto said party of the second part, its successors and/or assigns, the following goods and chattels:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and/or assigns forever.

AND, party of the first part hereby covenants to and with said party of the second part, its successors and/or assigns, that it is the lawful owner of said goods and chattels; that the goods are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, its successors and/or assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hands and seals this ____ day of _____, 2021.

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

WITNESSES:

By: _____
Tommy Ruzzano, Chair

(Signature of first witness)

(Printed name of first witness)

(Signature of second witness)

(Printed name of second witness)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 20____, by
_____ who ☐ is personally known or ☐ has produced _____
as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"

1. Painted concrete sign wall with stone veneer; waterfalls (2), and "WINFIELD" lettering, approximately 19' l x 3.25' w x 5.17' h in size inclusive of basin for fountain reservoir; pump, filter and associated piping and equipment; external lighting, electrical panel and controls; replacement of irrigation system, resodding and new landscaping.