

COMMUNITY REDEVELOPMENT AGENCY BOARD

REGULAR MEETING

February 19, 2019

MINUTES

Present:

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

Also Present:

Samuel A. May, Executive Director
David Tolces, Goren, Cherof, Doody & Ezrol, P.A.
Cotter Christian, Project Manager
Diana Scarpetta, CRA Project Specialist
Charles Michelson, Saltz Michelson Architects
Jochen Esser, What's Cooking, Inc.
James Nardi, Advanced Asset Management
Eddie DeCristofaro, CERT

The regular meeting of the Margate Community Redevelopment Agency having been properly noticed was called to order at 7:06 p.m., on Tuesday, February 19, 2019, by Chair Tommy Ruzzano. Roll call was taken followed by a moment of silence and the Pledge of Allegiance.

1A. MINUTES FOR APPROVAL - (08/20/18 Workshop)

After David Tolces, Board Attorney, read the item title and Ms. Simone made the following motion, seconded by Mr. Caggiano:

MOTION: SO MOVE TO APPROVE

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

1B. MINUTES FOR APPROVAL - (9/6/18 Workshop)

After David Tolces, Board Attorney, read the item title and Ms. Simone made the following motion, seconded by Mr. Caggiano:

MOTION: SO MOVE TO APPROVE

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

1C. MINUTES FOR APPROVAL - (9/27/18 Special)

After Ian Singer, Board Attorney, read the item title and Ms. Simone made the following motion, seconded by Mr. Caggiano:

MOTION: SO MOVE TO APPROVE

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

2. PUBLIC DISCUSSION

Carlos Cadavid, Winfield Boulevard, expressed a concern about the high number of cars that were parked on Winfield Boulevard. He said the two lane road was not wide enough for two cars to share one lane. He also said it was hazardous to the many children who lived in the area and played at the park.

Sam May, Executive Director, said the area Mr. Cadavid spoke of was on the west end and it was not in the MCRA district. He said he would have the Police Department look into the possibility of eliminating the parking on the west portion of Winfield Boulevard during a City Commission meeting. He said parking was not allowed on the east end of Winfield Boulevard which was in the MCRA.

Mr. Cadavid complimented the police officer that was assigned to Winfield Boulevard.

3A. PRESENTATION: PRESENTATION ON STATUS OF ACE HARDWARE PLAZA IMPROVEMENTS

Diana Scarpetta, CRA Project Specialist, gave a PowerPoint presentation on the Ace Hardware Plaza improvements. She showed slides of the individual disciplines involved in the project which included the vendor, cost, the procurement process followed, and the status. The disciplines identified were: owner's representation; stormwater lining, general contracting, electrical, light fixtures, window replacement, sidewalk restoration, landscape and irrigation, parking lot asphalt, mansard repairs, decorative stone, paint, tenant and landmark plaza signage.

Ms. Schwartz asked whether additional quotes were obtained for purchases of services even though the policy indicated that no bid was required. Sam May, Executive Director, responded that additional quotes were obtained. Ms. Schwartz asked whether it had been determined that using piggyback contracts were the least expensive option.

James Nardi, Advanced Asset Management, commented that over 40 vendors had been contacted for quotes on 13 contracts and he explained the methodology used. Ms. Schwartz said she appreciated the explanation but noted that it was not clearly explained in the documentation provided. Mr. May pointed out that several were local Margate vendors.

Chair Ruzzano commented that it was a great presentation and he explained that it was just a general outline of the projects and the costs could change.

Mr. Nardi referenced conversations the prior week with the Board members regarding issues with the mansard roof. He explained that the roof on the west end had been sagging and upon inspection by a structural engineer, it was determined that the inside frame structure was cracked. He passed around a photograph that showed the damage. He said the mansard was likely from the early 1980's and the assumption was that the damage was the result of a windborne failure in the structure. Under the direction of Mr. May, a contractor was obtained to remove the mansard for \$10,000. He said the roof repairs that were initially anticipated to be \$10,000 had increased to \$17,500 due to the amount of deterioration underneath the mansard. He explained the process that was needed for the portion of the mansard that was removed (up to 182 feet). He said the remaining 485 linear feet of mansard was constructed of the same inferior building material and a determination would need to be made about its removal. Mr. May said it should also be removed because of the potential liability should it fail. Mr. Nardi said he would be obtaining quotes and the estimated removal cost would be about \$75,000.

Chair Ruzzano spoke about the initial discussions that were held on the improvements and budgets for both plazas, noting that the mansard was not part of it. He asked whether the mansard should be removed which would leave the retro look, or to build up a parapet wall which would allow for signs. Discussion ensued about the mansard roof. Mr. Nardi said the roof was an unforeseen expense, and any additional roofing expenses for the remaining mansard would not be known until the mansard was opened up. He said he did not anticipate there would be any other major issues with the other disciplines. Mr. Caggiano responded that the mansard needed to be removed as it was a potential liability. Chair Ruzzano commented that the framework in the mansard would not pass current Code requirements. Mr. Nardi said if the additional demolition work could be done within the next 7-10 days, it would not affect the project schedule. Mr. Arserio said he was in favor of removing the mansard because of the likelihood of a future wind event, and what would be done in its place could be determined later. Ms. Simone said she was also in agreement with its removal and having it go through a bidding process within the week.

Mr. May said he would also reach out to Charles Michelson for his ideas on what could be done to enhance the roofline to allow for signage. He said the Ace Hardware sign needed to be addressed first. Chair Ruzzano explained that signs over 16 inches could not be higher than the building's roof line per City Code. Mr. Nardi explained that the current box signs were 18 inches and he spoke about various replacement options.

Ms. Scarpetta continued with the presentation and she showed a slide that summarized the estimated costs associated with the 14 disciplines which totaled \$520,904. She explained that the current amount budgeted for the project was \$319,664. She said a budget transfer of \$250,000 was needed to cover the difference and have a 20 percent contingency.

Chair Ruzzano asked who would pay for the signs. Mr. May said the MCRA would pay for the existing signs and any new businesses coming in would be required to pay for their sign. Mr. Nardi said there were four tenant signs, i.e., Way Back When, Sharkey's, Pete's Barber Shop, and Tri-County Liquors, that the MCRA would pay for since it was requesting the change from cabinet to channel letter signs. Chair Ruzzano asked the Board members for their thoughts on lights on a retro lighting option including neon. Mr. Caggiano said he was not against looking at options.

Ms. Simone said she would like to see less stone on the monument sign and a larger area for the Ace Hardware Plaza name as well as for the tenant names. Chair Ruzzano agreed.

Charles Michelson, principal, Saltz Michelson Architects, said though he did not design the monument sign, he could easily adjust it proportionately. He said he would research different sign options that would be compatible with the Code, complement the building and be an asset to the tenants. While the Code would not allow a sign to be higher than the roof line, he said he might be able to go lower.

Mr. Arserio commented that architectural costs were not included in the project's estimate. Mr. May said it would be part of the contingency portion. Mr. Michelson said it would not be very expensive and it would likely take longer to do the paperwork than the time spent working on the project.

Ms. Schwartz commented that the roof repairs were not included in the cost estimate presented. Mr. Nardi said the actual roof repair costs would not be known until the mansard came down. Mr. May suggested increasing the budget transfer from \$250,000 to \$300,000 to cover any additional mansard repairs.

Mr. Caggiano asked the size of the tenant name signs. Mr. Michelson said he would need to look at it, but he would give the MCRA a size that was visible from a distance. Mr. Caggiano commented that the tenant signs should not be any smaller than those currently in place. Chair Ruzzano suggested measuring the size of the names on the Wal-Mart monument sign.

Noor Vallyani, 5843 Margate Boulevard, Margate Ace Hardware, showed a picture on his cell phone of a picture of the Ace Plaza taken in 1958. He said the improvements were going to look beautiful when it was finished, and that Mr. Nardi was working very hard. He said he was providing the paint at cost to the MCRA.

Chair Ruzzano commented that the parking lot improvements also included curbs on each corner of the parking lot with landscaping, irrigation and trees.

Eduardo Acevado, 1316 N.W. 58th Terrace, said he was potentially looking to bring a business into Margate, and he had a couple of points of concern. He asked what was being done with the windows at Ace Plaza and whether they were hurricane proof. Chair Ruzzano explained that all the glass was being replaced with tempered glass due to budget constraints. Mr. Acevado said he agreed with having a bigger monument sign. He said he was into marketing and curb appeal and the color selection was important. He asked whether the sign would have enough space for all tenants in the plaza. Chair Ruzzano said there would be enough space for each tenant. He said he would prefer if the tenant signs on the building were larger than 16 inches. He also said that the plaza needed better lighting.

Joey Ruiz, 6217 Margate Boulevard, Way Back When, asked whether tenants were allowed to put up accordion shutters or something over the tempered glass for safety instead of putting up wood. Chair Ruzzano said the accordions were probably the safest but they might not be the right choice aesthetically. Mr. Ruiz suggested accordions that could be removed and stored when not in use, but Mr. Ruzzano said he was not sure they existed. Chair Ruzzano said more research was needed and he suggested possibly installing a temporary track that plywood could be slid into.

Ms. Schwartz commented that additional glass had been uncovered behind the mansard that was also an issue. She said panels made more sense than wood but not all the spaces had ledges for the tracks. She noted that the plaza might be coming down within the next five years. Chair Ruzzano suggested installing tracks at the top and when it became necessary, and then the bottom track could be screwed down so panels could be slid in instead of having accordions or wood. He suggested the MCRA look into some type of hurricane protection.

4A. RESOLUTION 586: APPROVING A BUDGET TRANSFER OF \$250,000 FOR THE ACE HARDWARE PLAZA PROPERTY IMPROVEMENTS

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

MOTION: TO APPROVE WITH A REVISION TO \$300,000 INSTEAD OF \$250,000

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

4B. RESOLUTION 587: AUTHORIZING AN EXTENSION FOR THE BUSINESS INCENTIVE GRANT FOR THE NO FAMILY DENTAL, P.A., DBA MOLAR BEAR DENTAL LOCATED AT 533-535 NORTH STATE ROAD 7

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

MOTION: SO MOVE TO APPROVE

Ms. Schwartz asked if the petitioner was present. Paul Robinson, Development Services, said that the petitioner apologized that she would not be able to attend. Ms. Schwartz commented that the agreement was approved September 12, 2018, and she asked why an extension was being requested when no work had been done. Mr. Robinson explained that when the building was demolished, it was determined there was asbestos. He said she had to apply for asbestos removal and she was in the process of having that done and then she would be proceeding with the interior buildout. Ms. Schwartz questioned the cost of the improvements that were being made. Mr. Robinson said the permits were pulled last month but it was just a shell now. She asked what the anticipated end date would be and suggested holding off until the petitioner could answer it.

Mr. Caggiano asked if the delay was caused by the asbestos. Mr. Robinson said the contractor said the project was on schedule until the discovery of asbestos.

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

4C. RESOLUTION 588: APPROVING AN AGREEMENT WITH WHAT'S COOKING, INC. FOR THE SOUNDS AT SUNDOWN EVENT SERIES

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

MOTION: SO MOVE TO APPROVE

Ms. Simone said she did not see a price on the agreement. Sam May, Executive Director, said the MCRA would receive \$25 per truck. He said the Parks and Recreation Department would be supplying the bands with sound equipment, and What's Cooking, Inc. would supply the food trucks and vendors.

Diana Scarpetta, CRA Specialist, said What's Cooking, Inc., would pay the MCRA \$25 per food truck, bring up to 20 tented vendors, provide kids activities, and provide meals to City/CRA staff working the event. She said the MCRA paid for police detail, the band, lights, table and chairs, portolets, and Parks and Recreation staff.

Ms. Schwartz said she would have liked to have had a cost breakdown for comparison purposes. Ms. Scarpetta said the costs have ranged from \$2,084-\$2,600 per event.

Chair Ruzzano asked if the agreement included the July 4th event. Mr. May said July 4th would be handled separately. Chair Ruzzano commented there had not been enough vendors at past July 4th events and more were needed.

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

4D. RESOLUTION 589: APPROVING AN AGREEMENT WITH M & M LAWN CARE, INC., FOR ROUTINE MAINTENANCE SERVICES FOR MCRA MAINTAINED BUS SHELTERS

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

MOTION: SO MOVE TO APPROVE

There was no discussion.

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

5A. DISCUSSION & POSSIBLE ACTION: APPROVING A TEMPORARY USE AGREEMENT WITH THE MARGATE COCONUT CREEK FIRE RESCUE TO HOLD A "SAFETYFEST" ON APRIL 27, 2019

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

MOTION: SO MOVE TO APPROVE

Chair Ruzzano said he thought this request had already been approved and he asked if it were something different.

Diana Scarpetta, CRA Project Specialist, explained that there was a discussion about the event at a previous MCRA meeting but the approval of the use of the land needed to be done through the formal process.

Ms. Schwartz asked if the event was being sponsored by the fire department. Eddie DeCristofaro, 6600 Brandywine Drive, responded, "Yes." She asked how the food was being provided, and he said there would be some food trucks, trailers, and tented individuals offering food.

David Tolces, Board Attorney, said it was a safety fest and not a carnival so it was not an issue.

Ms. Simone said she was confused because she thought the item was coming back before them for police detail. Ms. Scarpetta explained that there a discussion at a previous MCRA meeting but it was not an agenda item approved by the Board. She said the request was to have the fees for the use of the land and the police detail waived. Ms. Simone said she did not think the MCRA should continue the practice of waiving its fees for events since it had additional expenses for other things it wished to do on its properties. She said she could agree to the waiver of \$3,000 for the property but not the \$1,600 for police detail.

Chair Ruzzano asked if police detail was required at the event. Mr. DeCristofaro said he had contacted the police department and was told he had to have at least four officers with one supervisor due to the size of the event. Mr. DeCristofaro was asked if he could get volunteers or if Coconut Creek could share the cost. He responded that he was using volunteers for other aspects of the event, and Coconut Creek's Certified Emergency Response Team (CERT) was virtually non-existent. As the host city, he said Margate was responsible for police and fire detail costs. Sam May, Executive Director, asked if the Margate CERT and Fire Rescue would receive the proceeds from the event. Mr. DeCristofaro said it was a county-wide event and the proceeds would be split between the other cities that participated and Margate would get a portion. Ms. Simone said the other cities should help to support the cost of the event. Mr. DeCristofaro said the other cities were doing a lot of the work in the background that cost them such as getting sponsors and vendors, putting together raffle prizes, working on the CERT competition, and advertising. Mr. Arserio asked if there were any corporate sponsors. Mr. DeCristofaro said Emergency Education Institute (EEI) was a sponsor and Arrigo Dodge showed an interest. He said they had reached out to many sponsors, adding that there were plenty of opportunities for Margate businesses to showcase themselves. He spoke about the variety of safety demonstrations that would take place. Ms. Schwartz asked how many cities were participating and he said there were currently ten cities on board. She commented that since Margate was providing the property, stage, and other things, the other cities should contribute to help defray the costs prior to sharing the proceeds. She also suggested he reach out to newly elected official Dan Daly in Coral Springs.

Mr. Caggiano suggested the MCRA take the middle ground and contribute \$600 and ask the other cities to cover the other \$1,000.

Chair Ruzzano said it was an event that the City of Margate wanted and he did not have a problem with it. Mr. DeCristofaro commented that it was a fundraiser for CERT to help Margate residents and that the contribution that the City made to CERT barely covered one-tenth of their expenses. He said CERT participated in every City event. He said he fought to bring the event back to Margate and he was told that the fees would be waived. He said it would be problematic for him to go back to them and tell them they needed to come up with \$1,600 because it was probably close to what they might make on the event. Ms. Simone said it bothered her that the request for police detail was not brought forward previously when the use of the land was discussed. She said all the facts should have been made known earlier. Mr. DeCristofaro said when he went before the City Commission he explicitly advised that all the fees needed to be covered and he was given an unanimous vote.

Ms. Schwartz asked if the host city received the same proportional share of the proceeds as the other cities. Mr. DeCristofaro said the turnout was poor last year and the event broke even. He said the Fire Chief's Association and whatever teams proactively worked on the event would each receive a portion. She asked the role of the Fire Chief's Association and he said they held the 5013C certificate and handled the money.

Mr. May said he received a text message from the police captain who indicated that they could provide detail for \$630 by using just two officers instead of four plus a supervisor.

Lieutenant Joe Galaska, Police Department, explained that he used to be in charge of the coordination of police detail and it would be possible to cover this daytime event with two officers instead of four officers plus a supervisor. He said depending on the scale of the event, they liked to have two officers dedicated to walking around.

Ms. Simone said she was in agreement with the reduced rate of \$630. She recommended that Mr. DeCristofaro reach out to the other cities for next year and to have them share the cost because she would not approve a waiver. Mr. DeCristofaro said he would not be the chair next year but he would recommend it to them.

Board Attorney Tolces advised that the change in the amount necessitated that the Vice Chair amend his motion to reflect that the MCRA would agree to waive the cost of \$630 and the seconder of the motion, Board member Schwartz, agree to it. Both Mr. Caggiano and Ms. Schwartz agreed to the amended motion.

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

Mr. DeCristofaro invited all the Board members to come out and be recognized.

5B. **RESOLUTION 590:** APPROVING A THIRD AMENDMENT TO THE AGREEMENT WITH ADVANCED ASSET MANAGEMENT TO PROVIDE FOR OWNER REPRESENTATION SERVICES FOR ACE PLAZA IMPROVEMENTS

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

MOTION: SO MOVE TO APPROVE

There was no discussion.

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

5C. **DISCUSSION & POSSIBLE ACTION:** CONSIDERATION OF REFINEMENTS TO WAYFINDING SIGNAGE PROGRAM

David Tolces, Board Attorney, read the item title. Chair Ruzzano explained that comments had been made at a previous meeting that the proposed signs looked similar to those in Tamarac and North Lauderdale and, subsequently, Mr. Michelson had them tweaked.

A SHORT RECESS WAS TAKEN AT 8:53PM; THE MEETING RECONVENED AT 9:08PM

Charles Michelson, principal, Saltz Michelson Architects, led with a brief PowerPoint presentation on Wayfinding Signage to address two recent issues: the creation of a neighborhood sign for Winfield Boulevard, and a comparison of the signage package to Tamarac's signs.

He showed slides of a sign for Winfield Boulevard he created using the monument sign style that he embellished with water features on two sides of the sign and plantings around it. He said he considered several names, i.e., Winfield Neighborhood and Winfield Boulevard, but the use of Winfield alone seemed to work best. He showed the name in block and script fonts.

Ms. Simone commented that she preferred the Winfield sign design for the large "Welcome to Margate" entryway signs that had the waterfall coming off the front. She said maybe the sign for Winfield could be smaller scale, and that she preferred the script font.

Ms. Schwartz asked the size of the sign. Mr. Michelson said the sign was about 16-18 feet long with the pool and between 8-9 foot in height. She said she preferred the block style font. Mr. Michelson explained that each sign might need to be adjusted proportionately depending on its location and the verbiage on it. He said the materials were the same and it would be easy to accommodate any of the signs at any location.

Chair Ruzzano said he liked the sign and he suggested having it done first to see how it looked and functioned. He said the sign could be a little smaller than the entranceway sign but it still needed to be large enough to be seen from State Road 7. Ms. Simone asked if he wanted the same design for both signs and he replied that he liked the water coming down the side and the large name. She agreed but she did not think both signs should be the same and she suggested changing the Winfield sign a little bit. Chair Ruzzano said he was okay with that but he preferred the Winfield sign over the gateway sign in the back-up. He suggested starting with the Winfield sign and then tweaking it. Ms. Simone clarified that she would like to use the Winfield design for the entryway sign and not have the entryway sign be the same as the sign on Winfield Boulevard. She suggested starting with the Winfield design at an entryway sign somewhere in the City and design something else for Winfield Boulevard. Discussion ensued about which sign design to use. Mr. Arserio suggested switching the two signs. Chair Ruzzano said he did not like the large gateway sign identified at G2 in the back-up and Ms. Simone agreed. Ms. Schwartz suggested using the small gateway sign (G3) and add a water feature. Chair Ruzzano suggested looking at the sign at Arbor View noting that he was thinking of a more grandiose sign than the large gateway sign for the entryway signs. Discussion continued about some of the other sign options and how they would need to be oriented. Mr. Michelson commented that there were very few medians that allowed for signs to run perpendicular to the street. Most would be parallel he said, pointing out that a large sign that was perpendicular to a street became a mini wall.

Mr. Arserio asked about the maintenance costs of the water features. Mr. Michelson explained that the signs would come with an auto-fill feature, the water would be treated, and someone would need to conduct a weekly chemical check. He said there was a minor amount of water involved and the system was pretty much automated. Chair Ruzzano shared a video from his phone to the Board members of the sign at Arbor View with cascading water.

Mr. Michelson addressed the question about how Margate's signs compared to those in Tamarac and he said that they were completely different signs. He showed a slide that compared a Tamarac and a North Lauderdale gateway sign to the Winfield sign design and he explained the differences and pointed out how the Margate sign had personality, warmth and texture.

Mr. Caggiano said he preferred the block font and he suggested moving forward with a scaled back version. Ms. Schwartz asked whether it would be same as the entryway signs. Chair Ruzzano said the features could be similar but with design tweaks. He suggested starting with the Winfield sign and the gateway sign could be tweaked. Ms. Simone asked if the amount of stone on the bottom of the sign could be reduced; Mr. Michelson said proportionately the amount of stone was correct. Chair Ruzzano commented that different color stones could be used throughout the City. He said he liked the sign but expressed a concern about losing a lot of water from the seven foot water spill on a windy day; Mr. Michelson said it could be controlled or turned off if needed. Mr. Michelson said he would put a covered outlet in the sign for water lighting options.

Chair Ruzzano asked the Board members if they were okay with moving forward with Winfield Boulevard. Ms. Schwartz asked about the font choice. Mr. Michelson said he could proceed with working on the sign and decide on the font at a later date. He said he would tweak the existing specifications and submit it to the sign manufacturer he had been using to get a quote.

Richard Zucchini, 380 Lakewood Circle, commented that the community sign should not be bigger or nicer than the entryway signs. He said the community signs should be low in height so as to not create line of sight issues. He said the entryway signs should say, "Thank you for Visiting" on top, and the lettering should be LED lit. He said the water feature should be reserved for the City's entryway signs and not on community signs.

Mr. Caggiano asked if quotes could be obtained both with and without the water feature. Chair Ruzzano responded that quotes could be gotten, but the water feature should be done for the Winfield Boulevard sign because they had been overlooked in the past.

Ms. Simone agreed with Mr. Zucchini that having the water feature on the community signs would take away from the entryway signs. She suggested a sign with an adjoining bronze statute without water. Chair Ruzzano said the Winfield community had been neglected and the sign would be something for the residents in that community.

Mr. Zucchini commented that Coral Gables had their street signs embedded in the street. He said illuminated block letters would make the sign very prominent. He said he liked the design of the sign but the size needed to be reduced and the sign should not compete with City's signs. He also said the top of the signs should say, "Community Of."

Ms. Schwartz asked the Board members and the Executive Director if other community identification signs were planned for other communities. Sam May, Executive Director, said neighborhood signs had been looked at, but Winfield Boulevard was being looked at specifically following previous discussions about a roundabout. He said once Winfield was in, locations for signs in other areas would be considered. He said the sign packet included several types of neighborhood signs and their size and placement will be dependent upon the amount of right-of-way at each site.

Chair Ruzzano asked the Board members if they were in agreement with the Executive Director to move forward with Mr. Michelson and come back with prices for the Winfield sign both with and without water. The Board gave general consent.

5D. DISCUSSION & POSSIBLE ACTION: APPROVAL OF THE ATLANTIC BOULEVARD WALL MOCK-UP

Board Attorney David Tolces read the item title. Chair Ruzzano showed the slide of the Atlantic Boulevard wall where one section had been painted creamy white and stone had been installed. He said the Executive Director was looking for consensus from the Board. Discussion ensued about the color.

Ms. Simone said she did not like the white background because one's eye was drawn to the white rectangular shape and it looked quite crooked and like a puzzle. She said she met with an interior decorator at Sherwin Williams and her opinion was to paint the pillars and wall the same color because the pillars were already defined in 3-D. She passed around a sample color, "nearly brown", which the designer recommended and would make the stone stand out better. She said she would bring a stone sample to Sherwin Williams to make sure it was the right color.

Mr. Caggiano said he loved the way it looked but he was open to seeing it painted with one color. Mr. Arserio said he wanted to get it done. He said he never liked the deep brown trim and one color made sense. Chair Ruzzano agreed that the levelness of the wall would be less apparent if the wall was painted one color. Ms. Schwartz commented that the proposed color was too dark and the one on the wall sample was too light. Sam May, Executive Director, suggested having the color lightened up and Ms. Simone said the color might not look that dark outside with the sun on it.

Chair Ruzzano suggested Ms. Simone take a section of the stone to the decorator to select a color and give it to the Executive Director to have a section painted. Attorney Tolces said the Board members could individually view the new color but the decision would need to be made at a public meeting.

Jim Nardi, Advanced Asset Management, said quotes could be obtained while waiting for the color selection to be finalized. Mr. May said quotes would be obtained for spraying it a single color, and he would also get a quote from Public Works because they painted it previously. Ms. Schwartz suggested the color "biscuit" also be considered as it was in the same color palette and she had a gallon of it.

Richard Zucchini, 380 Lakewood Circle, suggested getting rid of the dark brown. He suggested using a color from the color scheme proposed for the Winfield sign.

6. EXECUTIVE DIRECTOR'S REPORT

Sam May, Executive Director, provided the following updates:

Sports Complex: The Request For Qualifications (RFQ) for the Sports Complex Covered Field and Restroom Building Design Build was undergoing final review and sign-off by senior management. RFQ should be ready to be issued the week of February 25th. Deadline for RFQ responses would be 30 days from date of issuance.

David Park: Bid opening held on February 7, 2019, and four bids had been received ranging from \$508,000 to \$656,000. He said the low bidder, Burke Construction, was at \$508,000; however, only \$350,000 had been budgeted. If the Board wished to award the contract, then a budget amendment/transfer of \$158,000 would be required.

Copans Road: Three of the six sections of the glass aggregate had been installed with the remaining three to be done by month's end. He said one of the three sections was substandard and would require corrective action. He said Florida Power and Light (FPL) was scheduled to energize the electrical line to the irrigation pump by February 25th and then the irrigation system could be completed and sod and mulch installed. He reported that the contractor's performance continued to be unsatisfactory and they had been given notice that the overgrowth of weeds in the median needed to be remedied immediately. If not done by February 20th, he said the MCRA would use its landscape contractor and back charge the costs to the general contractor.

Discussion ensued about the contractor's performance and the timing. Cotter Christian, Project Manager, advised that the project was 65 percent completed and they were way past their completion date, and the liquidated damages could be as much as \$50,000. He said the MCRA's objective was to complete the project as soon as possible and they were far enough along that it made sense to stick with them. He said there would be litigation post construction between the contractor and sub-contractors. He said terminating the contract was not the best and quickest way to get the project completed. He said they had been paid about 60 percent but it was less than the work they had performed. Chair Ruzzano asked if a meeting could be set up with the contractor to determine a schedule. Mr. Christian said they had been extremely slow in getting the irrigation system in place. He said the irrigation system and the three sections of stone aggregate still needed to be done. He said the contractor had been unreliable so it was difficult for him to represent their schedule but he recommended continuing with them and, if the project was not substantially completed by the next meeting, then further action should be taken.

Mr. Arserio said it was his understanding that the contractor had been awarded contracts for two other locations. Mr. May stated that those contracts had been terminated. Mr. Arserio showed images of weeds on the median which he said were about five feet high and should have never gotten to that point. He said contractors needed to know that they were expected to maintain the City's codes and that we [City/CRA] needed to lead by example. Mr. Cotter said it was a rare occurrence for something to get to the point that it had. Mr. Arserio said he liked the potential that he saw in the glass aggregate that had been done.

Ms. Schwartz asked if a complaint had been filed with the Department of Business and Professional Regulation (DBPR) or Broward County so as to either flag or fine the contractor. Mr. Cotter said it was a County road under the eyes of Broward County and they had been fined for this project. He said he had not reported them to DBPR. Ms. Schwartz said it was unacceptable and they needed to be reported. Mr. May agreed that it was not acceptable but it was the quickest way to get the project completed. If the Board wished, he said he would ask the attorney to terminate the contract which would result in litigation and the MCRA would need to get another contractor which might take three to six months.

David Tolces, Board Attorney, said there were certain contractual provisions that had to be followed which included putting them on notice of any breach of contract, and giving them an opportunity to cure and, if they failed to cure, then the Board could authorize a termination of the agreement. Attorney Tolces said they had been provided with the notice of breach and they were working to cure the breach or failure to perform, and if there had not been improvement by the next meeting, a request to authorize termination of the agreement would be brought to the Board. He said they might be able to get the contractor to complete the work and then argue with them about payment.

Ms. Schwartz asked if due diligence had been done and Mr. Christian said it had been done but the company had changed ownership.

Ms. Simone commented that the glass aggregate looked terrible and she did not want the contractor to continue until they had corrected it. She said it was mostly concrete with little glass aggregate. Mr. Christian said the first section east of Banks Road was rejected and the other two sections were done according to plan. Mr. May distributed hard copies of the concrete aggregate that had been done at the Turnpike plaza. Mr. Christian explained the process and said that it needed to be acid washed and the joints needed to be sawcut and cleaned up. He said the first area did not have sufficient aggregate and adding more would need to be done through another process. He said the density of the aggregate in the other two sections was done properly. She said those two sections still looked sparse. She said she never saw the Turnpike photo and never agreed to it. Mr. May said the design and colors were exactly what the plan showed when it was approved.

Chair Ruzzano asked the cost and whether further work on the aggregate could be held up pending further review. Mr. Christian said the total cost was approximately \$70,000 and less than half had been done. Chair Ruzzano said he and Mr. May would like to meet with the contractor if the Board agreed, and he would come back to them with a recommendation. The Board gave general consent. Mr. May said he would direct Mr. Christian to stop the glass aggregate portion of the project and to set up a meeting.

Attorney Tolces said if the decision was to move forward with terminating the contract, it would need to be a formal agenda item.

Condition of Air Conditioners at Ace Plaza:

James Nardi, Advanced Asset Management, said that Ace Hardware asked to appeal to the Board for assistance with their air conditioners (A/C) units. He said they had three 4-ton units and two 5-ton units, for a total of five units, that were more than twenty years old. He said they were looking at replacing a few and wanted to know if the Board could provide any assistance. Mr. Nardi said the owner obtained three bids and the MCRA got one as well, ranging from \$27,000 to \$32,000 in total.

Chair Ruzzano asked how long Ace Hardware had been at their location and Ms. Schwartz said 45 years. He asked if they had been previously compensated for an A/C unit to which Mr. Nardi responded that they had not in the past 12 years. He asked if they had been late on their rent payments to which Mr. Nardi responded that he was not aware of any late payments.

Ms. Schwartz asked whether a 50/50 matching grant could be used. Chair Ruzzano said he was looking for some help which meant replacing the A/C's to him, noting that Ace had been a great tenant and the MCRA was here to help. Ms. Schwartz asked how many tenants would be next. He said he preferred to deal with each situation individually. Mr. May said the MCRA had assisted other tenants with their A/C's.

Mr. Nardi said all current leases indicated that the tenant was responsible for the A/C units. He said Tri-County was the most recent tenant that requested assistance in replacing their 5-ton unit. He said the MCRA replaced it and the tenant paid the MCRA back for it monthly. He said when the lease for Beauty Supply was up for renewal, they asked for assistance, and they paid for the A/C and the MCRA issued them a one-month credit per year which amounted to approximately \$30,000. He said different things had been done through the years.

Ms. Schwartz commented that it was hard to do something else when Ace Hardware's neighbor was repaying the MCRA. Chair Ruzzano said they were a governing body and each case was treated independently.

Mr. Caggiano asked the tenant if they would be acceptable to the MCRA doing for them what was done for their neighbor which was for the MCRA to front the money and they would pay back the MCRA over time.

Noor Vallyani, owner of Ace Hardware, said the A/C units were old and unable to be fixed and he continued to feed them gas to keep the store cool. He said he did not realize their condition when he purchased the business.

Mr. Caggiano asked Mr. Vallyani again whether it would be helpful to him to have the MCRA pay for the A/C's upfront and for him to pay it back over a number of years. Mr. Vallyani said it would help.

Chair Ruzzano asked the term of their lease Mr. Vallyani said the lease was for ten years. Mr. Nardi clarified that it was a five-year lease with a five-year option and he was two years into the lease. Chair Ruzzano proposed that the MCRA finance all five A/C units up front at \$30,000 and split the cost with Mr. Vallyani and he would pay additional rent over a three year period. Attorney Tolces ran the numbers and said it would cost an additional \$416.67 per month. Mr. Vallyani said he had no problem with that proposal.

Mr. Arserio suggested assessing it further since the units were currently working. He said if the lease were renewed for an additional five years, then the amount could be spread out further. Ms. Schwartz commented that it was based on the assumption that the property still existed at that time.

Chair Ruzzano asked the Board if they were favorable with the MCRA paying for the A/C's and then having the tenant pay for half the A/C's and spreading the payment over the remainder of his lease. Mr. Caggiano was not in favor. Ms. Schwartz asked whether the tenant could get a grant; Chair Ruzzano said he could not because the MCRA owned the property.

Ms. Schwartz asked Mr. Nardi how many other A/C's were in need of replacement. Mr. Nardi said he did not have an inventory with him but he approximated that 90 percent of the A/C's have been replaced within the past ten years. He said the MCRA has done every possible combination of options with the tenants in the past and he mentioned a few of them.

Chair Ruzzano commented that at one time the MCRA gave a credit of one month's rent to those tenants that paid their rent on time. He repeated that each case was different.

Richard Zucchini, 380 Lakewood Circle East, commented that additional concessions were always given to a plaza anchor in plaza management because the anchors drew traffic for the rest of the units. He said the tenant had been there for more than 30 years. He said the MCRA could use segregated depreciation on things such as A/C's. Mr. May said the MCRA did not own the A/C's; they were owned by the tenants. Chair Ruzzano said that that they were part of the MCRA's property for which the MCRA was responsible. Mr. May said he did not think the MCRA claimed depreciation on the units.

David Tolces, Board Attorney, commented that the A/C's were the tenant's responsibility under the lease which was the reason that the tenants were required to make the replacements and they could claim depreciation.

Ms. Simone commented that while she would like to help the tenant, the responsibility for the A/C's were part of the lease and the tenant was paying far less in rent than other shopping plazas. She questioned the reason for having items in the lease if the MCRA was going against them, noting that she preferred to not make exceptions. She also pointed out that the tenant next door was paying the MCRA back for its A/C.

Mr. Arserio said he might support Chair Ruzzano's idea if there was a way to know how long the plaza would be there and the tenant was able to commit to the additional five-year option. Mr. May said that once the lawsuit was settled, and if the development were to move forward, then Phase I would need to be developed first but it would likely be 8-10 years before anything happened. Mr. Arserio said he would consider it only if the tenant were willing to take the five-year option.

Mr. Zucchini commented that the alternative needed to be considered as well because if the tenant were to leave, the MCRA would need to evaluate the rent it could charge since it did not have the State Road 7 traffic count. He said it was important to preserve Ace, the anchor tenant. He said if the tenant were to move out, the MCRA would need to replace the A/C units anyway.

There was a back and forth discussion about circumstances where the MCRA has given a month's free rent. Mr. Nardi said that after Hurricane Irma, a percentage of the rent was reduced. He said there have been times when rent concessions were negotiated with new tenants coming into the plazas.

Discussion ensued about additional options for Ace Hardware. Ms. Schwartz suggested waiving one or two month's rent for Ace. Chair Ruzzano suggested waiving one month for every year in the tenant's lease. Mr. Caggiano said he had no problem with buying the A/C's and dividing the cost over eight years. Attorney Tolces said he would not recommend doing anything beyond the additional term of the current lease. Chair Ruzzano said Ms. Schwartz's idea was a different way of doing what he suggested which was for the MCRA to pay upfront and deduct two month's rent which was close to \$15,000 or half of the A/C's cost, and then the tenant would pay the remaining costs over the remaining term of his lease. Attorney Tolces said Ms. Schwartz's concept was that the tenant would be given one month's credit over the next two years and the tenant would front the cost for the A/C's. Chair Ruzzano said his idea was for the MCRA to front the money and the tenant would reimburse the MCRA for half. Ms. Schwartz said the difference was \$17,000 to \$15,000.

Noor Villyani, Ace Hardware, said when the lawsuit was settled the A/C's would go to the MCRA; they would not belong to him. He said he came to the MCRA because he needed help.

Ms. Simone asked why the MCRA was doing something that was not in the lease. She apologized to Mr. Villyani and said the MCRA was taking on his responsibility because he did not do his due diligence before accepting the lease. She said she could agree to giving him one month's free rent but no more.

Amanda Ruzzano, 116 East Palm Drive, commented that if the tenant were to walk, then the anchor store could be empty for months or years and in order for the MCRA to rent it, the MCRA would have to ultimately pay for the A/C's.

She said if the tenant agreed to pay for half, it would be a win-win for the MCRA because the A/C stayed with the building. Chair Ruzzano agreed and stated that if the tenant were to leave, it would likely take six months to rent which would be a loss of \$48,000 in rent, plus the cost of the A/C's.

Chair Ruzzano passed the gavel and made the following motion, Ms. Schwartz seconded it for discussion.

MOTION: TO HAVE THE MCRA PAY FOR THE AIR CONDITIONER UNITS AT A COST OF UP TO \$32,000 AND HAVE THE TENANT PAY FOR HALF THE COST OVER THE REMAINING TERM OF HIS CONTRACT

Ms. Schwartz said the quotes were between \$27,000 and \$32,000, and she was in favor of going with \$27,000 assuming it was a reputable vendor. She said her suggestion was to waive two months of rent, \$13,800, which was close to half the cost, and she was okay with him paying for it upfront or it could be paid over three years. Mr. Caggiano asked whether she said the rent would not be discounted, or if it would be discounted up front. She said she would do it up front. He clarified that then the MCRA would not be forgiving two months rent because he would be paying back half; nothing was being forgiven. She said if he were to pay \$27,000 and \$13,800 was being waived, then he was paying back the remaining balance. Chair Ruzzano said the way he proposed it would be cleaner and easier.

Attorney Tolces clarified the motion. It was acknowledged by both Chair Ruzzano and Ms. Schwartz as follows:

MOTION: FOR THE MCRA TO PAY FOR THE AIR CONDITIONER UNITS UP TO AN AMOUNT NOT TO EXCEED \$32,000 WITH THE TENANT TO PAY BACK HALF OF THE REMAINING BALANCE OVER THE REMAINDER OF THE CURRENT LEASE TERM ON A MONTHLY BASIS

Ms. Schwartz said she preferred \$27,000. Attorney Tolces asked if the motion should be changed. She said it should be the lowest, most responsive bid and that she did not understand the reason for the \$5,000 difference. Attorney Tolces commented that the motion was an amount not to exceed \$32,000. She asked Mr. Nardi if he had reviewed all the proposals. He said he looked at four proposals plus there would be permitting costs so a total figure worked better than a proposal figure. Attorney Tolces clarified that the \$32,000 would include the purchase of the air conditioners as well as the associated permitting. She asked Mr. Nardi if he looked at the proposal for \$27,000 and he said that he had and that it was for a different product. Chair Ruzzano asked if she would be more comfortable with \$30,000 and she replied that she would be.

Attorney Tolces stated that the maker of the motion agreed that the amount not to exceed would be \$30,000:

MOTION: FOR THE MCRA TO PAY FOR THE AIR CONDITIONER UNITS UP TO AN AMOUNT NOT TO EXCEED \$30,000 WITH THE TENANT TO PAY BACK HALF OF THE REMAINING BALANCE OVER THE REMAINDER OF THE CURRENT LEASE TERM ON A MONTHLY BASIS AS AN AMENDMENT TO THE LEASE.

ROLL CALL: Mr. Arserio, No; Ms. Schwartz, Yes; Ms. Simone, No; Mr. Caggiano, No; Mr. Ruzzano, Yes. The motion failed 2-3.

Mr. Caggiano made the following motion, seconded by Ms. Simone:

MOTION: FOR THE MCRA TO PURCHASE THE AIR CONDITIONER UNITS AND TO HAVE THE TENANT REPAY THE MCRA OVER THE COURSE OF THE LEASE

Ms. Schwartz made the following amendment, seconded by Ms. Simone:

AMENDMENT: FOR THE MCRA TO PURCHASE THE AIR CONDITIONER UNITS AND TO HAVE THE TENANT REPAY THE MCRA OVER THE TERM OF THE LEASE LESS ONE MONTH'S RENT

Attorney Tolces asked Mr. Caggiano if he was in agreement with the amendment to which he replied that he was in agreement.

Mr. Zucchini gave Mr. Vallyani his business card and told him that he hoped to find him a better location with a higher traffic count. He said there was no personal guarantee on the lease and the MCRA was playing hardball with enforcing it. Ms. Schwartz told Mr. Zucchini that he was not allowed to proffer his business in a city meeting. Chair Ruzzano said he agreed with Mr. Zucchini and that he hoped that Mr. Vallyani would not leave as Ace had been a great tenant.

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

Attorney Tolces clarified for the record that the MCRA was going to pay the entire cost of the air conditioner replacement and the tenant could repay the cost on a monthly basis over a three year period, less one month's rent, and it would be included as an amendment to the lease.

Ms. Schwartz stated that she would like to change her amendment to allow for the MCRA to pay for the cost of the permit fees. Attorney Tolces said she could make a separate motion and it would be included as part of the amendment. Chair Ruzzano seconded the motion:

MOTION: TO DEDUCT THE PERMIT FEES FROM THE AMOUNT TO BE REPAYED TO THE MCRA

Mr. Arserio questioned whether this item should have been on the agenda. Attorney Tolces said the item came up under the Executive Director's report and Tenant Updates. He said it was the Board's prerogative to consider the item or to place it on a future agenda.

Mr. Vallyani said he appreciated what the Board was doing for him. He said if the MCRA had a problem, he could use his credit card. He commented that each of the five A/C units cost \$5,000 and all the MCRA was giving him was one A/C unit. Ms. Simone told Mr. Vallyani that his attitude had completely changed. Mr. Vallyani disagreed and said he appreciated what the MCRA did for him.

ROLL CALL: Mr. Arserio, No; Ms. Schwartz, Yes; Ms. Simone, No; Mr. Caggiano, No; Mr. Ruzzano, Yes. The motion failed 2-3.

Chair Ruzzano asked for clarification on whether grants were available on MCRA properties. Attorney Tolces said he did not think the MCRA had a program to allow for it. Diana Scarpetta, Project Specialist, said grants were available to new businesses or for comprehensive site renovations.

Traffic Box Images: Mr. May said images were given to the Board members and MCRA staff asked that the Board review and return their selections by March 1, 2019. He said two images had been selected and there were ten boxes to be wrapped, nine were large; one was small. He offered another suggestion which was for each Board member to take responsibility for selecting images for two boxes. He said the locations could be those closest to where they lived. Mr. Arserio said he would take the smaller box. The Board members were happy with the suggestion. Ms. Simone said there additional images that would be available to the Board members the following day from which they could choose. Ms. Simone said the Board members could choose from her images, go to Adobe Stock or use their own images. Mr. May said the images would need to meet the criteria set forth by the County. Ms. Scarpetta said she would provide them with a document that outlined the criteria and a web link.

6A. TENANT UPDATES

Mr. Arserio commented about the need to see the rent roll for the last six months so they would have a full picture of a tenant's payment history.

James Nardi, Advanced Asset Management, said that as of that day, Sweet Spot had paid through November and they owed close to \$800 for December, in addition to January and February. He said they submitted a payment plan that indicated that they would keep current on their rent from here forward, and they would pay a minimum of \$400 per month towards their past due rent until it was paid off. Ms. Schwartz commented that it would take a full year for them to get caught up which was too long. Mr. Arserio said he was fine with the payment plan but he agreed with Ms. Simone about holding the tenants accountable. Chair Ruzzano asked what would happen if she did not pay \$2,400 in March.

David Tolces, Board Attorney, said if the tenant did not pay, the recommendation would be to provide a 3-day notice for non-payment of rent and proceed to evict per the terms of the lease. Chair Ruzzano asked Mr. Nardi to relay the conversation to the tenant.

Mr. Nardi spoke about Margate Cleaners. Attorney Tolces said that an eviction lawsuit had been filed and the court ordered the tenant to pay the rent into the Registry of the Court by February 11, 2019, however, the tenant did not do so. He said his firm had attempted to reach an agreement with the tenant to turn over the keys but the tenant has refused. He said a Motion for Final Judgment and Writ of Possession would be filed the following day. He said they expected to take possession of the unit by the end of March. He said the MCRA could pursue a monetary judgment against the corporate entity but the chances of getting anything were unknown. Mr. Nardi said the MCRA was holding a security deposit and last month's rent on the tenant.

7. BOARD MEMBER COMMENTS

Ms. Schwartz suggested pursuing the hiring of a CRA Executive Director so as to free up the City Manager and the Director of Development Services because a dedicated, full time CRA person was needed.

She asked for clarification on whether there was a cost to Margate residents to have a booth at Groove & Green because she thought residents were free, but a resident was told there was a fee of \$25 if they sold items. Sam May, Executive Director, said it was not true.

She suggested an architect be hired and the cost split between the MCRA and the City since architects seemed to get a ten percent fee on the drawings for a project.

She asked the Chair if a poll could be taken. Chair Ruzzano commented that in the seven years he had been on the Board, he had never seen more projects in the works. He said the Executive Director had been able to get things done and he was the best Executive Director he had ever worked with and was at a good price. He said he was not sure that someone else was needed. He agreed with the need for an architect.

Chair Ruzzano asked Mr. May if he felt overloaded and whether he wanted the position, and Mr. May said that he would let him know. Ms. Schwartz said that Mr. May had been working with the MCRA for only two years of the MCRA's 21-year existence and the position required someone full time. Chair Ruzzano said the person below Mr. May was being pulled from City business so it was as though the MCRA had two part time people. Chair Ruzzano asked Ms. Schwartz if she wanted to ask the Board about hiring an Executive Director and she said she did. Mr. Arserio agreed with Ms. Schwartz that a dedicated Executive Director and Assistant Director were needed because currently there were too many roles. Ms. Simone said she agreed with Ms. Schwartz and Mr. Arserio that a dedicated CRA Director and a dedicated Assistant CRA Director were needed. She said she had previously asked for CRA agenda reviews.

Mr. Caggiano said he agreed with hiring an architect. He said he would be open to hiring a consultant to review the situation before moving to the next stage. He noted that there was a lot of money encumbered due to the lawsuit so hiring someone might not be the best idea because they would have very little money to work with. David Tolces, Board Attorney, commented that he would need to research the hiring of an architect because under Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA) prescribed specific actions a public entity must take when it sought to procure architectural services.

Chair Ruzzano said consultants got the MCRA into the mess it was in and he would never hire a consultant to run a CRA Board or any entity. He said it would likely take a new Executive Director six months to a year to get up to speed. He said that Mr. May was superior to any of the previous Executive Directors and that he might need to tweak his team. He asked Ms. Schwartz why she felt a consultant should be hired. She said it was due to oversight and that there were people who had a lot more experience. She said it was a large budget and maybe the MCRA needed more dedicated staff, but no one in the MCRA had a great amount of experience so how would the CRA know what it did not know.

Chair Ruzzano said that based on the poll of the Board, he would speak with the Executive Director and attorney to determine next steps. Ms. Simone asked if it should be placed on the next CRA agenda. Attorney Tolces, said it would be his recommendation to do so if that was the consensus of the Board. Chair Ruzzano agreed to do so.

Ms. Simone said she would like an agenda review for the MCRA. There was a short discussion about agenda reviews in other cities. It was noted that some cities had an agenda review before the regular meeting. Ms. Schwartz said that Coconut Creek held a workshop to discuss the agenda as a group before the meeting during the day. Attorney Tolces said Tamarac has held workshop meetings on Monday's before a Wednesday commission meeting. Chair Ruzzano asked if the Board wanted to do a group agenda review. Mr. Arserio said he agreed with doing either an individual or a group agenda review. Chair Ruzzano commented that agenda reviews had pros and cons.

Chair Ruzzano said he had been reviewing giveaways and he asked the Board members for their ideas.

Chair Ruzzano asked whether the Board wanted to move ahead with David Park. Mr. May said the bid came in at \$453,000 and with contingency and permit fees, it was \$508,000, for the parking extension, bathroom, landscaping and lighting. He said the current budget was \$350,000 and there was a shortfall of \$158,000. Chair Ruzzano pointed out that the budget amount was estimated about three years ago when construction costs were cheaper. Ms. Simone said she was not in favor of spending the additional funds. Mr. Arserio said he was not against moving the project forward and he expressed a concern about the high cost of a pre-fabricated bathroom. He noted that there was an existing bathroom inside the Parks and Recreation building and asked if a privacy wall with a divider could be built on the outside so that people could use the bathrooms without having to enter the building. Chair Ruzzano explained that it would not be that easy to do. Ms. Simone suggested adding another set of doors after the bathroom that could be locked so that the rest of the building could not be accessed. Chair Ruzzano agreed it was a good idea and he suggested the contract be brought back at the next CRA meeting for approval. Cotter Christian, Project Manager, said that the bathroom was a separate line item on the bid. Chair Ruzzano asked for a copy of the bid tabulations.

Chair Ruzzano thanked Ms. Schwartz, Mr. May, the Fire Department, staff, and all those who worked to put together a great February 14th remembrance event.

Chair Ruzzano commented that the Gem Eatery had spoken with him about outdoor dining and he said it was something that should be considered, possibly with a nice awning, when the renovations at Chevy Chase were being planned.

There being no additional business, the meeting adjourned at 12:10 a.m.

Respectfully submitted,



Tommy Ruzzano, Chair

Transcribed by Rita Rodi, CRA Coordinator

