

COMMUNITY REDEVELOPMENT AGENCY BOARD

REGULAR MEETING

March 13, 2019

MINUTES

Present:

Arlene Schwartz
Antonio V. Arserio (via Skype)
Joanne Simone
Anthony Caggiano, Vice Chair
Tommy Ruzzano, Chair

Also Present:

Samuel A. May, Executive Director
David Tolces, Goren, Cherof, Doody & Ezrol, P.A.
Robert Massarelli, Assistant Executive Director
Cotter Christian, Project Manager
Diana Scapetta, CRA Project Specialist
James Nardi, Advanced Asset Management

The regular meeting of the Margate Community Redevelopment Agency having been properly noticed was called to order at 7:05 p.m., on Wednesday, March 13, 2019, by Chair Tommy Ruzzano. Roll call was taken followed by a moment of silence and the Pledge of Allegiance.

1A. MINUTES FOR APPROVAL - (12/11/18 Regular)

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

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 - (1/16/19 Regular)

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

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

No one came forward to speak.

3A. PRESENTATION: PRESENTATION BY THE DEVELOPMENT SERVICES DEPARTMENT ON BUXTON COMPANY'S RETAIL SECTOR DEMOGRAPHIC AND RETAIL DEMAND MODELING CAPABILITIES

Chair Ruzzano provided a brief overview of Buxton Company. Robert Massarelli, Assistant Executive Director, said he and staff had been very impressed with Buxton and the tools they have made available. He explained that the PowerPoint presentation he was giving would highlight two areas of the MCRA but the level of detailed analysis available could be used for any location within the City. He said it would also identify those businesses sectors that were lacking and address activities in the surrounding areas.

He spoke about the process which included:

- determining an area's Unique Thumbprint by identifying the unique characteristics of a specific area;
- reviewing numerous retail sectors through Target Retailer Identification to determine possible good fits; and,
- implementation

He explained that the retail trade area's Unique Thumbprint was determined by the consumers that lived within a retail demand area and the amount of drive time. He showed slides and spoke about two different areas for comparison

purposes: Midtown Margate which was located halfway between the City Center and Northwest Medical Center; and, the Carolina Plaza located in northern Margate. He explained how the 10-minute drive areas for both areas included two different major commercial corridors and that it was important that Margate understood what was going on in those corridors because Margate was in competition with its neighbors. He showed slides of the demographic information for both 10-minute trade areas which included total population, population densities, total households, and population by gender, and he spoke about some of the differences. He noted that the information could be drilled down much further to see details such as race, economics, etc. He commented that some businesses looked at 15-minute drive times.

Mr. Massarelli spoke about Consumer Profiles and he explained that Buxton divided consumers into a variety of different categories based on age of head of household, number of people in the household, economics of the household, children's ages, etc. He showed slides of two examples: Footloose and Family Free (Q63), and Progressive Potpourri (H26), and he compared and contrasted the key characteristics of each. He showed slides of the consumer profiles for the Midtown and Carolina Plaza areas and pointed out that 15 percent of the Q63 segment lived in the 10-minute drive time of Midtown, followed by 12 percent for the H26 segment; and for Carolina Plaza, the dominant segment was H26 at 12 percent and Q63 was much less. He explained how the consumer base could vary within the City and how knowing that information could help the MCRA/City address their demands and needs. He said this powerful tool was accessible to the MCRA at any time.

Mr. Massarelli showed several slides about Retail Leakage which he explained occurred when residents spent more for products than local businesses captured and it suggested there was an unmet demand in that area and the community could support additional store space for a particular type of business. He explained that Retail Surplus occurred when the community captured the local market plus attracted non-local shoppers. He showed an analysis of the Midtown 10-minute drive area which listed 11 different types of businesses and all but three were on the positive side, i.e., Building Material, Garden Equipment & Supplies; Miscellaneous Store Retailers; and Foodservice & Drinking Places. He explained that Motor Vehicle Parts & Dealers showed the highest sales and when the data was analyzed deeper, it showed a high demand for Automotive Dealers; however, there was a lack of supply for Other Motor Vehicle Dealers and Automotive Parts, Accessories, & Tire Stores. He showed another example with the category Building Material, Garden Equipment & Supplies and how there was leakage in 5 of the 7 segments, while Hardware Stores showed a notable surplus. He also showed an analysis of the Carolina Plaza 10-minute drive area, noting that there was a lack of Building Material, Garden Equipment & Supplies; Miscellaneous Store Retailers, as well as Health and Personal Care Stores.

Ms. Simone asked if there was a map that pinpointed various retailers, and Mr. Massarelli said the tools in the system enabled them to identify specific retailers or business type. She asked what constituted the rating numbers shown on the Retail Leakage/Surplus Analysis chart, and Mr. Massarelli said it was a relative measure and that the information could be obtained.

Mr. Massarelli said the analyses helped the MCRA understand which businesses should be targeted. He said the next step was to focus on the Retail Market Conditions by working with Buxton to identify the competition, area draw, and accessibility.

Mr. Massarelli handed out a flyer that staff was working on for the four largest shopping centers in the MCRA. The flyer included a location map, population and income within various drive zones, features of the property, plaza layout, tenants, and spaces for lease, and would be a more useful tool that could be used at various conferences. He spoke about an upcoming meeting with the plazas in an effort to develop a public-private relationship with them, and he invited Chair Ruzzano to join them. He said the intent would be for all shopping centers in Margate to have a similar flyer, and he spoke about the importance of developing a working relationship with our businesses. He said staff was also working with Buxton to try to identify specific franchises or types of businesses that could be targeted when attending the Florida and Las Vegas conferences. He said staff was very excited about the powerful tools available to them.

Ms. Schwartz commented that it was a great tool and that it should be available on the internet. She said when staff meets with the owner of the Town Shoppes of Margate and they saw what the MCRA was trying to do for them, perhaps they would be more open to allowing some of the smaller retailers to have representation on the monument sign. She also asked Mr. Massarelli to not pursue any more drive-thru franchises.

Mr. Caggiano agreed it was a great tool and that the property owners should be happy to receive information that added value to their properties. Mr. Massarelli commented that by building a working relationship with them, other things such as the design standards, monument signs, landscaping, etc., would come together.

Mr. Arserio agreed with Ms. Schwartz's comment about drive-thrus. He asked the status of the façade grant with Carolina Springs Plaza. Sam May, Executive Director, said that a follow-up email had been recently sent to Ralph Merritt, property manager. He said the MCRA had been in touch with him and was last told that they were working with their architect and engineer on plans.

Chair Ruzzano said he was very willing to meet with the owners of the plazas and to hear their suggestions. He said Coconut Creek had tabled the Chic-Fil-A item and he was waiting to find out the status.

Richard Zucchini, 380 Lakewood Circle, commented that the traffic count data was easily available, but it would be helpful if Buxton could provide it and interesting if Buxton could calculate traffic retention to know how much of the traffic was local and how much of it was being retained within the City rather than traffic that was just passing through.

4A. **RESOLUTION 591:** AUTHORIZING A ONE-YEAR EXTENSION TO THE AGREEMENT BETWEEN THE MCRA AND GOREN, CHEROF, DOODY AND EZROL, P.A.

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

MOTION: SO MOVE TO APPROVE

Mr. Arserio commented that he thought highly of the firm but there was still an urgency to have an in-house attorney. Ms. Schwartz asked if there would be a separation or hold harmless if an in-house attorney were hired. Attorney Tolces responded, "Yes." Chair Ruzzano commented that he had no problem with the amount of monies spent with their firm. He asked for a confirmation that the amount the MCRA paid to the firm last year was \$65,974. Rita Rodi, CRA Coordinator, confirmed that it was the correct amount.

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

Attorney Tolces stated that the law firm was proud to represent the MCRA and he thanked the Board for their vote of confidence on behalf of the members of the firm.

4B. **RESOLUTION 592:** APPROVING A BUSINESS INCENTIVE GRANT AGREEMENT IN AN AMOUNT NOT TO EXCEED \$25,000 WITH THE VO AN VIETNAMESE RESTAURANT LOCATED AT 1821 NORTH STATE ROAD 7

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

MOTION: SO MOVE TO APPROVE

Phong Truong, owner, introduced himself. Chair Ruzzano explained that Mr. Truong had purchased the former IHOP restaurant for \$810,000 and he wanted to make improvements to the building with assistance from the MCRA's grant program.

Mr. Caggiano referenced a section of the contract in the back-up that indicated that payments to any contractors, architects, and other parties were the sole responsibility of the recipient. He commented that there had been recent issues on other projects with sub-contractors not getting paid. He asked if there was any way to ensure that subs were paid before the MCRA made final payment.

Attorney Tolces explained that it was a reimbursement agreement where the recipient would need to provide proof of payment to the contractors, releases of liens, and Certificates of Occupancy so any contractors or subs that had not been paid would become known.

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

4C. **RESOLUTION 593:** APPROVING AN EXISTING COMMERCIAL AND INDUSTRIAL PROPERTY IMPROVEMENT LOAN IN AN AMOUNT NOT TO EXCEED \$146,572 WITH THE TRUONG PROPERTY MANAGEMENT LLC, LOCATED AT 1821 NORTH STATE ROAD 7.

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

MOTION: SO MOVE TO APPROVE

Ms. Schwartz said she was not familiar with the subject loan program. Sam May, Executive Director, said that it was a forgivable loan, similar to the City's SHIP program. He said it was for ten years and it would be prorated if he were to move before then. Attorney Tolces said a lien would be placed on the property and it would not be released until the tenth year unless satisfied sooner.

Ms. Schwartz asked why the two grants were not tied into one. Chair Ruzzano said the programs were set up to allow someone to do both; however, he would like to revisit the situation for the future. Mr. May explained that one grant was for the interior while the other was for the exterior façade. Ms. Schwartz commented that it would have been a better idea to have one grant for all improvements. Chair Ruzzano asked if the façade grant was reimbursable.

Diana Scarpetta, CRA Project Specialist, explained that the Business Incentive Grant was up to \$25,000 for interior improvements and Mr. Truong planned to spend over \$100,000. She said he would pay for all improvements, provide documentation and, if everything was in order, the MCRA would reimburse him \$25,000. Under the exterior improvement grant, she said Mr. Truong would also pay for the planned improvements which were about \$180,000. When completed, he would provide all the documentation for review, and then the MCRA would record the lien on the property and then he would receive reimbursement. She said the lien was for ten years and if he left the property before then, he would pay a prorated share of the grant, and if he remained for the ten years, then the amount would be forgiven and the lien would be removed. She explained that Mr. Truong was both the property owner and the business owner which was why he applied for both grants. Ms. Schwartz asked if the \$25,000 grant was prorated if he were to leave. Attorney Tolces said the Business Incentive Grant program was available to businesses that leased their building and wanted to make improvements and it would be prorated over five years. He explained that the property improvement grant was for property owners and allowed for more extensive exterior improvements and it gave the MCRA the ability to protect its investment by filing a lien against the property.

Ms. Schwartz said it was her understanding the \$750,000 grant program was for shopping plazas versus standalone buildings. Chair Ruzzano said it had been discussed and approved for both.

Ms. Simone commented that the meeting back-up showed a wood fence going up north and south of the property and she would prefer to have traffic taken off of U.S. 441 by having a frontage road. She asked if the fence would block off his property and prevent people from going from a store to his restaurant. Mr. Truong said the fence would be behind the property by the neighborhood where there was no access. He said that no access was being blocked.

Chair Ruzzano asked for clarification on the amount being approved, i.e., \$146,572 or 80 percent. He asked what the MCRA's cost would be if the project cost \$400,000 instead of the total estimate of \$183,000. Ms. Scarpetta responded that the Board was approving an expenditure of \$146,572, nothing greater.

Chair Ruzzano referenced page three and asked the reason for the 545 days. Ms. Scarpetta said the recipient had one and one-half years to complete the project as per the guidelines.

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: ENHANCED CODE ENFORCEMENT

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

MOTION: SO MOVE TO DISCUSS

Sam May, Executive Director, stated that the MCRA had budgeted for a Code Officer that would report to Robert Massarelli and that person would be used for site plan reviews and the periodic inspection of properties in the MCRA. He explained how the conditions of some commercial properties started to deteriorate a few years after they had been built after going through the Development Review Committee (DRC) process and meeting the required conditions. He said the person in this position would be responsible for staying on top of them to ensure they were abiding by the site

plans, including irrigation systems, dumpster enclosures, landscaping, etc. He said the position would be paid for by the MCRA and housed in the Development Services Department which reported to the City Manager.

Attorney Tolces said that it was legally authorized for the MCRA to pay for a Code Enforcement Officer that was targeted for the MCRA area to address slum and blight issues and other MCRA related matters.

Discussion ensued about how recent changes to the Sign Code that allowed for more window signage was being viewed negatively because previous code enforcement of the Code had been lax. Comments were made about the need to improve the manner in which Code changes were communicated and explained to businesses. Robert Massarelli, Assistant Executive Director, spoke about the challenge of getting information out and educating the public. He said part of the enhanced Code Enforcement Officer's responsibilities would be to visit the shopping plazas and work with the business owners about upcoming code changes, identify issues and to develop a plan on how they would meet the plan so to avoid action for non-compliance. He explained that one-on-one dialogue was often the best way to get understanding and compliance. He said he had been working with the Police and Building departments about how to coordinate their efforts and to come up a plan.

Ms. Schwartz asked if the person would wear the same uniform as the code officers in the Police Department. Mr. Massarelli said they would not because they were not a part of the Police Department. She asked what the process would be for non-compliance and he said that it was a part of the evolving discussions he was having with the Police and Building Departments. Ms. Schwartz suggested that the code compliance officers meet to discuss issues they encountered and to come up with suggestions for possible improvements.

Mr. Arserio agreed with Ms. Schwartz's concerns and he said he wanted to see accountability and assurance that businesses received proper notification and adequate time to comply, and assistance if needed. He asked that the City's Public Information Officer work with the MCRA to develop a plan on how to promote and educate the public. He asked for an action plan, a timeline for implementation, and a quarterly compliance report, if the item passed.

Ms. Simone asked if a handbook of the Codes had ever been developed to give to businesses, and Ms. Schwartz said she found one from 1997 that used to be given to new businesses. Mr. Massarelli said Paul Robinson had been working on a handbook that was close to 90 percent complete.

Chair Ruzzano said it was a City issue and he did not agree that the position should be in the MCRA. Mr. May said there would be a City workshop to discuss it; this was to put on the record that the position was for enhanced code enforcement. Chair Ruzzano commented about the conflict of having code enforcement in two areas. He said the position should be under City code enforcement and the position could be designated for the MCRA area. Mr. May said the position would have to work closely with the police and zoning regardless of which department it was in. Chair Ruzzano said the position should be available 24 hours a day, seven days a week and he suggested funding a position in the police department. Attorney Tolces said that from an accounting perspective, if the position were not assigned to the MCRA, the person would need to clock in and out to differentiate time spent on City versus MCRA activities. Mr. May reiterated that the position would have stepped up requirements such as site plan reviews which the typical code person did not do currently. Discussion ensued about code enforcement in general and whether site plan review should be part of the job responsibilities. Mr. Massarelli explained that the MCRA could not fund existing general government activities which was why the position would be performing different enhanced code enforcement activities such as the review of old site plans for compliance, right of way maintenance particularly along canals, and education of upcoming code changes. Chair Ruzzano said the City should be doing those things, and that he was opposed to have code enforcement in three different areas. Mr. Arserio commented that the City had been lax on code enforcement and that the matter should be discussed at an upcoming Commission meeting. He said it was his understanding that code enforcement would still be handling general code violations and this position was specifically for special projects. Attorney Tolces explained that the Board would not be passing anything that night; staff would come back with an agreement that outlined duties, goals, responsibilities, reporting, and funding.

Ms. Schwartz suggested the MCRA fund the position under the Police Department and if site plan review was necessarily, all code officers should have copies of the site plans so that they would all be on the same page in terms of their responsibilities and things would not be interpreted differently between the departments. She said if site plans were part of their responsibilities, they should be educated to understand what to look for.

Discussion continued about site plan review being part of code enforcement. Mr. May explained that every site plan was different and that many of the site plans were not computerized. He noted that there were only a few plazas not located in the MCRA. He explained that regardless of what office they worked, the code officer would have to go to the

Building/DEES building to get the plans and to have their questions answered. Ms. Schwartz said the new position being suggested sounded more like a planner than a code enforcement person. Mr. May said the right person could be trained to enforce site plans and ensure they stayed in compliance. She asked who handled that responsibility now and he said no one. Chair Ruzzano commented that it was a huge job that could support having its own division. Ms. Schwartz questioned whether the code enforcement officers should be educated since the issues that were mentioned needed to be addressed. Mr. May said there was one code officer handling the commercial area out of the five in the City. Ms. Schwartz and Chair Ruzzano commented that it was a Band-Aid. She said the code officers should be educated to look at everything that might be wrong.

Mr. Arserio agreed that the City eventually needed more code enforcement, but it needed to start somewhere. He was open to have it be a pilot program and then see the results. He suggested including protocol that if there were major site plan violations, there would be immediate follow-up with Code Enforcement.

Chair Ruzzano asked Attorney Tolces about the degree of strictness. Attorney Tolces said that code enforcement activities were governed by Chapter 162, Florida Statutes. He said this position would identify site plan deficiencies and convert them to citations that would be handled through the code enforcement process. He said the MCRA could not impose stricter conditions on the maintenance of property than those already in the Code and what State law allowed through the code enforcement process. He said the agreement could establish the relationship between the City and the MCRA and the expectations of the position.

Mr. Caggiano said he would like to move forward and to have this item brought back to the Board for possible action with an interlocal agreement. Chair Ruzzano asked about the wages and the job description. Mr. May said the wages would be those of a Code Compliance Officer and the scope of work would be amended.

Richard Zucchini, 380 Lakewood Circle, told Mr. May that he had forwarded an email to him with a resume of someone who had done extensive work on code compliance in the City of Hollywood and came highly recommended.

5B. DISCUSSION & POSSIBLE ACTION: WINTER FESTIVAL 2019

Sam May, Executive Director, said MCRA staff was looking for direction from the Board as to whether they wanted to continue with Paintscaping or consider something different.

Mr. Arserio commented that he was disappointed with Paintscaping as compared to prior years. He said he wanted the Winter Festival to be bigger and better and he would like to have fireworks instead.

Ms. Simone commented that she too was disappointed with Paintscaping and their shows were subpar to what they had done in other places. She suggested a laser show or something else.

Mr. Caggiano said he had heard positive comments about Paintscaping but he was open to other ideas.

Ms. Schwartz agreed with Ms. Simone and she said she was very disappointed with the last show and would like to see the money spent differently for the event.

Mr. May said the laser show might be a problem because of the close proximity to one major and two smaller airports. He asked for other ideas and commented about the possibility of a former big band.

Chair Ruzzano loved the fireworks idea and the idea of a real band. He suggested getting bigger snow mounds as the snow was very popular, and possibly a snow slide. Mr. May said he would speak to Mike Jones about some ideas.

Mr. Arserio said bringing in a top notch band was a good idea but the City/MCRA lacked the power or facilities. He said it would be hard to compete with neighboring venues. He said the fireworks would be a Wow factor.

Chair Ruzzano suggested asking people what they would like to see.

Ms. Simone commented that whatever was decided needed to suit all age groups.

5C. DISCUSSION & POSSIBLE ACTION: AUTHORIZATION TO PROCEED WITH COLLECTION OF BACK RENT FROM MARGATE CLEANERS

David Tolces, Board Attorney, read the item title. He explained that a complaint had been filed against Margate Cleaners at the end of January for the failure to pay rent. He said a Final Judgement for Eviction was entered, a Writ of Possession was issued, and the MCRA took possession of the premises. He said his office was asking whether the MCRA Board wished for them to pursue the case for monetary damages.

Ms. Schwartz asked about any remaining equipment. James Nardi, Advanced Asset Management, said the tenant left a revolving clothes hanger that would stay there. Attorney Tolces said it became the MCRA's property that it could sell.

Mr. Arserio said he was in favor of pursuing the past due rent but he asked Attorney Tolces if the cost of doing so would be worth it. He said the MCRA should move on. Attorney Tolces said it was difficult to give a firm estimate of how much cost and time would be involved.

Mr. Arserio asked the amount of the outstanding debt. Attorney Tolces replied that the amount outstanding was about \$3,000 which included late fees and utilities and was less the security deposit and last month's rent. He said the attorney's fees were about \$2,000-\$2,500 and there would be another \$1,000-\$1,500 to get a judgement. He said the result would be a monetary judgement that could be recorded in Broward County public records. The judgement would be against the corporation but the assets of the corporation were not known. He said it was being brought to the Board for a decision on whether they wished to pursue it.

Ms. Schwartz made the following motion, seconded by Mr. Arserio:

MOTION: TO DIRECT GOREN, CHEROF, DOODY & EZROL TO NOT PURSUE ANY FURTHER AND TO ATTACH THE ASSETS THEREIN TO SELL

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

5D. DISCUSSION & POSSIBLE ACTION: ADHERENCE TO TENANT LEASE AGREEMENTS

David Tolces, Board Attorney, read the item title.

Ms. Simone said she had requested to have this item put on the agenda because she believed the MCRA needed to stick with its lease agreements. She said the situation that occurred at the last MCRA meeting involving Ace Hardware should not have happened. She said the MCRA gave an appearance of favoritism when it gave something to one tenant but not another. She said the tenants knew the provisions of the lease when they signed them and the MCRA should adhere to the lease provisions and not make exceptions.

Chair Ruzzano commented that in his experience, contracts were amendable, and he asked how it worked with leases. Attorney Tolces explained that negotiations would take place up front, but once a lease was signed, each party had certain obligations. In reference to the Ace Hardware situation, he said the lease specified each party's responsibilities but the Board had the right to change it and amend the lease. Ms. Simone pointed out the request came from the new owner of Ace Hardware, and he was being treated like the original owner who had worked with the City for 30 years.

Mr. Arserio said he agreed with 95 percent of Ms. Simone's comments, most contracts in real estate had a clause that allowed for both parties to make an amendment.

Ms. Schwartz asked the property manager for his opinion. James Nardi, Advanced Asset Management, responded that both parties had obligations under the lease agreement, but it was at the Board's discretion because there were unforeseen circumstances from time to time that a tenant might want to bring forward. Ms. Schwartz commented that the lease was the lease but nothing precluded a tenant from coming to the Board for an exception.

Discussion ensued about the requirements of the lease by both parties and tenant retention. Mr. Nardi stated that anything that was outside the terms of the lease came to the Board. Mr. Arserio commented about prevention and the value of having a handbook, and he questioned whether the MCRA could legally require an anchor store to get inspection. Attorney Tolces said he thought the lease included verbiage that stated that the tenant would accept the premises as is. Mr. Nardi said that there was a Condition of Premises that stated that the tenant had investigated and accepted the premises as is. He referenced that a new tenant, Big T's BBQ, had done due diligence and they identified a minor deficiency.

Mr. Arserio expressed a concern about losing an anchor tenant and having the space empty for months.

Ms. Simone reiterated her concern about showing favoritism. She said if the tenant knew there would not be any exceptions when they signed the lease, they would go into it better prepared and they would do their own due diligence. She disagreed with the excuse that the space would sit empty and she commented that the Ace Hardware tenant had a good deal in Margate.

Mr. Caggiano said he agreed with Ms. Simone's theory, but he did not have a problem with the MCRA fronting money to the tenant and having them make payments. He said every situation was different, and that he was in favor of giving a hand up versus a hand out. He said he would rather help a business stay because of the high cost of finding a new tenant. Ms. Schwartz agreed but noted that leases were binding contracts but nothing stopped someone from coming to the Board, and they could be turned down. However, she said she was in agreement with lending funds to help a business stay.

Mr. Arserio said he agreed with the spirit of Ms. Simone's comments, but it had no teeth because the tenants could still come before the Board. He was in favor of handling it case-by-case.

Chair Ruzzano commented that the Board was in favor of sticking with the leases and being as strict as it could be.

A SHORT RECESS WAS TAKEN AT 9:38PM; THE MEETING RECONVENED AT 9:53PM

6. EXECUTIVE DIRECTOR'S REPORT

Sam May, Executive Director, provided the following updates:

Budget Transfers --Two budget transfers had been done: \$25,000 to cover the demolition and sod installation costs for 891 North State Road 7; \$4,500 transfer for the police detail for the Winter Festival.

Atlantic Boulevard Wall – He asked if the Board members had viewed the wall color and stonework and were able to provide consensus. Mr. Caggiano said he loved it and the MCRA should move forward. Ms. Simone said the white color and stone did not complement each other. She said she was disappointed that the wall had been repainted before she had the opportunity to see it. She said she saw two photo images: one that looked orange and another with a creamy color that blended nicely with the stone. She said she would like to see another color that completed the stone better. Chair Ruzzano said he was told that all the Board members had seen it before another color was put up. Ms. Schwartz said she had seen the previous color during the daytime and it looked peach, and she thought the current color looked non-descript. Mr. Arserio commented that he was color blind, but he was fine with it since the green color and dark brown trim were gone. Ms. Simone suggested going down one shade or two from the previous color or finding a color that blended with a color in the stone. Chair Ruzzano commented that he liked the wall and cap being the same color. He said he and Mr. Nardi could select a few other paint colors and send pictures to the Board. Ms. Simone said she wanted to see it in person and she did not want to rush it. Mr. Arserio suggested that there be a variety of paint selections for the Board to choose from so the project could move forward. Ms. Schwartz suggested taking a long section of wall and applying the paint selections close to one another.

ICSC Las Vegas Conference 5/19-5/22/19 – Advised that the deadline for advanced registration was April 26, 2019. Information was distributed to the Board members the week prior and he asked they let Rita Rodi know if they wished to attend. He said Bob Massarelli and Paul Robinson would attend. Ms. Simone advised that she would not attend. Rita Rodi, CRA Coordinator, explained that ICSC offered reduced hotel rates that she could book for them or if the Board members had hotels that offered better deals, she could book them too. Ms. Schwartz commented that the City's Purchasing cards did not provide Common Carrier insurance.

ICSC Florida Conference 8/25-8/27/19 – Broward County municipalities would be grouped together if registration was received by March 15, 2019. Booth registration was \$715 including one staff participant. Board members gave consensus for the MCRA to register for a booth.

Traffic Utility Boxes -- Image selections were received from Ms. Simone and MCRA staff would be moving forward with those. Mr. May asked Board members to provide Diana Scarpetta with their image selections. Diana Scarpetta, CRA Project Specialist, advised that images in either portrait or landscape were acceptable. Ms. Schwartz commented that the North Lauderdale name appeared on all their utility boxes. Ms. Scarpetta said that the County would allow a city name to appear if done in a tasteful manner or text if artistically incorporated into the image.

Business Grant to Molar Bear Dental – Due to family reasons, the business owner asked to terminate the grant agreement. He said no MCRA funds were expended and they would not be locating in Margate.

Groove and Green Event – He said the event had been going downhill and he asked for direction from the Board. Mr. Caggiano suggested ending the event. Ms. Schwartz also agreed the event should stop. She suggested using the tent to hold a quarterly flea market type event. Mr. May said he would speak to Chris Gaidry about the event. Mr. Arserio said he initially was a fan for the event but he was in favor of ending the event noting that the event was competing with other cities. He suggested regrouping and discussing doing something different. Chair Ruzzano said doing something similar to the Swap Shop that had been done years ago would work. Several ideas were mentioned about set-up and cost.

Copans Road Median Improvements – He said the irrigation system was operational and approximately 65 percent of the sod had been installed and the remaining would be installed by March 15, 2019. The landscaping would be cleaned up, inspected, and a walkthrough done on March 18, 2019. He said the glass aggregate was on hold. He said MCRA staff contacted the section manager of Broward County Highway Construction and Engineering Division to ask about eliminating the glass aggregate and replacing it with concrete. The County responded that the MCRA would need to submit revised plans to them for review and approval and they estimated that the review process would take two to three weeks and then an approval letter for the standard concrete median could be issued. He said plans had been revised and were ready for submittal. He said three of the six sections of glass aggregate had been done, and if all three section were removed and all six sections done in concrete, then the net price increase was estimated at \$3,300. He said if the three glass areas were kept as is, and the remaining three areas were done with concrete, there would be a net price reduction of approximately \$7,000. Mr. May suggested giving the glass aggregate more time as it seemed to be looking better. He commented that he had met with Chair Ruzzano, Cotter Christian, Project Manager, and the owner of Stone Concepts over a week ago. Chair Ruzzano commended MCRA staff on how it was handled and said the contractor had been given a specific date to complete some tasks and they did it. He said the aggregate in the median was left to be done.

Discussion ensued about options for the median. Ms. Simone was not in favor of putting bare concrete on the entranceway to the City and she suggested using colored pavers similar to what had been done in Coconut Creek. Cotter Christian, Project Manager, expressed a concern about the timing for making the change. He said the current plans that included the glass aggregate were attached to a fairly lengthy agreement that had been approved by the City Commission and Broward County Commissioners. He said the change to concrete could be handled administratively but anything further might create a significant delay. He said another suggestion would be to go with a single color for the glass aggregate instead of mixed colors.

Ms. Simone said she would like to have the aggregate removed and replaced with colorful pavers. Mr. May stated that it was a County project and if there was too much of a change, the County project manager would make it go back to County Commission for approval, and they may or may not approve it. Mr. Christian said pavers could be done but there might be design and timing issues.

Mr. Arserio agreed with Ms. Simone and said that the entranceway needed to look amazing. He said the glass aggregate did look a little bit better but he wanted it to look great. He said to take out the aggregate and put in pavers or drought resistant landscaping. He said if revised plans were going to be submitted to the County, he suggested adding another tier or two of landscaping.

Ms. Schwartz expressed a concern that it would cost more for the contractor to fix it. She commented on the poor color choices for the aggregate and the fact that it was not very noticeable. Mr. Christian explained that three sections had been completed with the first section being east of Banks Road and the other two smaller sections on the median. He said a good portion of the first section did not meet the specifications of the plan and the contractor would need to replace the glass aggregate at no cost. However, he said the other sections did meet the specifications and were done in accordance with the plans, so there would be a cost to have them tear it up and replace it. He explained that the aggregate was not designed to be total glass cover; he said it was designed to show concrete and glass. She asked to see a picture of what a good job looked like and he said he would send her the photo of the aggregate work done at the Pompano Turnpike plaza which was the prototype that was used. Ms. Simone said she did not think the Turnpike aggregate looked good nor had she ever seen a picture of it in the past.

Chair Ruzzano recommended finishing the contract as easily and quickly as possible as the contractor was into liquidated damages. He said something could be done in the future, and he suggested having them put concrete in the small area and completing the sod. Mr. Arserio agreed with closing it out, and suggested starting the process for the future step now. Back and forth discussion continued about whether to take out the substandard aggregate or to leave

it. Chair Ruzzano said the contractor was three months behind and he was in favor of ending the contract and not paying him for the substandard work. Several board members commented on the appearance of the aggregate and questioned whether it met acceptable standards. There was a question whether the aggregate was polished and Mr. Christian said it had not been polished. He said a mock-up had been done and comments were provided to the contractor. Ms. Schwartz said if the MCRA was going to get liquidated damages, she was fine with stopping the project if it enabled the MCRA to do what it needed to do with it which might include taking out the aggregate at his expense. Chair Ruzzano commented that if the MCRA were to remove it, it could be charged for it. Attorney Tolces explained the process of determining liquidated damages. Mr. Christian indicated that the liquidated damages per the contract were \$500 per day and there were adequate funds for correcting or removing the aggregate. Chair Ruzzano asked the Board members if there were in agreement with his recommendation to end the contract. None of the Board members opposed.

Mr. May commented that if the MCRA ended the contract and paid what was owed, there would be an open permit with the County. He said another contractor would need to be brought in and, since it was a County road, another permit would be needed. Chair Ruzzano asked if the current contractor would be willing to install pavers in lieu of concrete. Mr. Christian said he would need to get pricing and check with the County, but it could be done. Mr. Arserio suggested closing the permit and having the City pull a permit as an Owner Contractor. Attorney Tolces advised that the City did not qualify as an owner under the particular Statute. Chair Ruzzano noted that there was a lot more involved in opening a permit. Mr. Christian noted that the contractor had posted a bond, and Mr. May added that it also had the Maintenance of Traffic (MOT) filed with the County. Mr. May said the best way was to let the contractor finish the work, remove the glass aggregate, and put in concrete, and the MCRA could determine what it wanted to do at a later time. Ms. Schwartz asked about putting in stamped concrete and Mr. May said MCRA staff would ask the contractor. Chair Ruzzano said he highly recommended putting in grass, noting that the area was very small for stamped concrete. Mr. Christian said from the County permitting perspective, to handle it administratively, the easiest thing to do was to go back to what was there originally which was concrete.

Chair Ruzzano asked about the large section on the west side that still needed to be done. Mr. Christian said it was previously concrete, but he could see about adding some grass to the widest part. Chair Ruzzano asked if he would rather do the pavers since they might eventually be removed. Mr. Christian said pavers might be cheaper in the long run. If the County said pavers could be handled in the same administrative process, then it might not make sense to pour the concrete. He said he would call and find out.

David Park – The lowest bidder, Burke Construction Group, Inc., bid \$508,000 which exceeded the budget cost of \$350,000. Through an evaluation of the detailed bids and a discussion with the contractor, Mr. May said it was determined that the project could be constructed within the existing budget with the elimination of the outdoor bathroom building. He said staff's recommendation was to authorize the Executive Director to negotiate a construction contract with Burke Construction excluding the bathroom building in an amount at or below the current budget. The item would be presented to the Board at the April MCRA meeting. Mr. May said he met with Mike Jones and determined that the bathroom at the Community Center could be utilized because all the offices were locked.

Chair Ruzzano asked about specifics in the bid and Mr. Christian advised that the MCRA would save about \$129,000 on the applicable line items, plus a portion of the permit fees and some other partial adjustments. Mr. Arserio said he agreed with using the existing bathrooms and he said there should be cameras in all bathrooms in the City and an access control system and magnetic locking system. Mr. May said the mag lock system was in place when the park was closed, and he said there would be a camera in the hallway. Ms. Schwartz suggested that someone check to make sure no one was in the bathroom at closing time. Mr. Arserio said the camera could be set up with a motion sensor to alert whoever was monitoring it.

Wayfinding Signage – A prototype sign for the Winfield neighborhood was reviewed and approved at the last month's MCRA meeting. He said the Winfield sign had been compared to signs in other cities and, based on comments from some of the Board members, the MCRA wanted to reconfirm the design of certain signs in the approved Wayfinding signage program. He noted that the Large Gateway sign with and without water, Facility Identity signs, and the Large Park signs all had a distinctive curved metal element at the top. He asked if any or all of the noted signs should have the curved element. Mr. Christian showed slides of all three signs with and without the curve, as well as a comparison to other cities. He commented that one option would be to have the curved element on one kind of sign. Mr. May asked the Board members for consensus. Chair Ruzzano and Vice Chair Caggiano both voted for no curve. Mr. Arserio said he would support the majority. Discussion ensued about the logo treatment on the sign. Chair Ruzzano suggested removing the logo treatment and adding the logo afterwards. Ms. Simone said the curve was not needed on the Winfield sign but she liked it on the Facility sign, and she suggested that the use of the curve depend on the sign.

Mr. Arserio agreed with keeping the curve as long as it were not next to another city's sign with a curve. Chair Ruzzano suggested having the sign built and deciding later whether to add the curve. Mr. May agreed that the curve could be optional. Ms. Schwartz said the curve should not appear on any large entryway signs so as to differentiate Margate. Ms. Simone said the inclusion of the curve should be determined when the sign was being built and not be an afterthought.

Mr. Christian said that the Wayfinding signage program was set up to include the curve only on three types of signs: Large Gateway; Facility; and, Large Park entry. If not used on the Gateway, then the curve would only be on the other two types of signs. Mr. Arserio said the curve could come off the entry signs, but it should not hinder the MCRA's efforts to look great. Mr. Christian commented that the MCRA would have proofs that included all the details before the signs were built.

Winfield Neighborhood Sign – The MCRA was moving ahead with the final design of the sign. The design was presented to Image 360, a sign company that Saltz Michelson worked with in the past and they presented a quote of \$55,000 for the design, permitting, and construction of the sign. He said the quote did not include permit fees, electrical service from Florida Power and Light, and landscaping. Mr. May said the Board had the option to waive bidding and move the project forward, but staff recommended proposals for the same scope be obtained from at least two other due to the cost of the sign.

Mr. Christian said Image 360 would do everything except the drop. He said a water service connection and meter was already on the median. Chair Ruzzano asked the size of the sign. Mr. Christian said the sign was 15-foot long by 6-foot, 4 inches tall, above the base; with the base, it would be about 7-1/2 foot in the air. Chair Ruzzano asked if it had any type of drain or overflow. Mr. Christian said the water was recycled similar to the Arbor View operation but the water flow could be toned down to gently roll over the stone.

Chair Ruzzano asked if there were drawings available. Mr. Christian said he had drawings ready and he would solicit a few sign companies. Chair Ruzzano asked the Board members if they agreed with going out for quotes; none of the Board members opposed.

New Executive Director – At the last MCRA meeting, a majority of the Board members commented that they wanted to do a search for a new Executive Director. Mr. May said he sent a resignation letter to Chair Ruzzano the following day and that he would help them find a new Executive Director and to transition the position. Ms. Schwartz commented that circumstances had proven that Mr. May's dual role was conducive to getting work done. She suggested finding someone to come in under Mr. May as Assistant Executive Director who knew the rules and regulations and who would take the load off of Development Services. She stated the possibility of bringing in a consultant to evaluate the MCRA and to have Mr. Massarelli concentrate on the job he was hired to do.

Chair Ruzzano said Mr. May gave him the resignation letter. He said there have never been so many projects going on in the City as there were presently, and that things were headed in the right direction. He said a point person was needed. He commended Mr. May on the job he did. He had the Board needed to have someone to whom they could go to and have immediate access.

Mr. Arserio said he agreed and that he would like to see Mr. Massarelli dedicate his talents to the City. He said he would like to have an Executive Director and an Assistant Executive Director that handled the MCRA exclusively and were up to date on the CRA laws.

Chair Ruzzano said he would prefer to have Mr. May stay as Executive Director noting that his connection with the City was priceless and was someone who got things done. He said he had no problem bringing in someone under Mr. May.

Mr. Caggiano said he had no problem getting Mr. May help.

Mr. Arserio said if Mr. May were to rescind his resignation, he would welcome Mr. May to stay on as Executive Director, but someone was needed full time to manage the MCRA under him.

Chair Ruzzano asked Mr. May if he would rescind his resignation. Ms. Schwartz commented that he just should not accept it. Mr. May commented that he would like to discuss the matter further at a later time.

6A. TENANT UPDATES

Chair Ruzzano commented that the property manager was directed to work out a payment arrangement with Sweet Spot and to his knowledge they were keeping with their agreement. James Nardi, Advanced Asset Management, said March rent was paid and \$400 towards the past due balance also had been submitted.

He said Pop's Chicken and Waffles was given a 3-day notice and if rent was not received by the following day, it would be turned over to the CRA attorney's office.

Mr. Nardi said Jet Link was in the process of moving furniture out so March would be their last month.

7. BOARD MEMBER COMMENTS

Mr. Arserio thanked everyone involved for a successful Skype call-in. He commented that he was happy with the direction and comradery of the Board.

Ms. Schwartz had no comments.

Ms. Simone apologized to Cotter Christian about a rough approach at the last meeting concerning the aggregate stone. She asked for an update on the issue with cars being parked on Winfield Boulevard. Chief John Shaw said officers were sent out twice and no violations were found. He said officers could be sent out again to ensure compliance. She asked about speeding on Winfield. Chief Shaw said they ran traffic enforcement for an eight-week period. He said his department maintains a complaint log and no new complaints had been received since that enforcement was done. He said they could re-address it if there were any new complaints. Sam May, Executive Director, said that flashing speed signs had been ordered and several would be placed on Winfield Boulevard. Ms. Simone said she recently received an email from a resident who was emphatic that the residents on Winfield Boulevard wanted the roundabout. She suggested working with the Broward Metropolitan Planning Organization (MPO) to find out if they could fund a roundabout and she asked the Board for their thoughts. She said a resident had indicated they would start a petition for Winfield residents to sign for the roundabout. Chair Ruzzano said he liked the roundabout and neighbors he spoke with also liked it. Ms. Schwartz said she also had neighbors tell her they absolutely did not want a roundabout. She suggested putting in speed bumps such as those on Banks Road by Liberty Elementary School to slow traffic before making the investment.

Chair Ruzzano asked the Board members if they supported Ms. Simone going to the MPO. Mr. Caggiano agreed; Ms. Schwartz did not agree. Mr. Arserio suggested using rumble strips. Mr. May said the problem with rumble strips was that they emitted a low frequency noise that vibrated homes nearby.

Ms. Simone asked the status of the agenda review for the MCRA. Mr. May said nothing had been scheduled yet.

Mr. Caggiano had no comments.

Chair Ruzzano asked about a tenant that had requested a grant from the MCRA and was told they did not qualify because they needed to show that they would be hiring additional staff. Paul Robinson, Business Development Coordinator, said he spoke with Pete's Barber Shop and he was given some ideas of what he could do but the owner said he wanted to go a different direction and he would think about it. Mr. Robinson said the plan did require some type of economic stimulus such as hiring staff. Chair Ruzzano said the application was not worded that way. Mr. May said the objectives of the grant were to attract new and retain local businesses, increase economic activity within the community, and promote job creation. Mr. May said they would review it to see if there was any way to assist him.

There being no additional business, the meeting adjourned at 11:40 p.m.

Respectfully submitted,



Tommy Buzzano, Chair

Transcribed by Rita Rodi, CRA Coordinator

