



**CITY OF PUNTA GORDA, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY MINUTES  
REGULAR MEETING - APRIL 1, 2009**

**MEMBERS PRESENT:** Friedman, Albers, Wallace, Goldberg, Sturges, McCormick, Weikel

**CITY OFFICIALS PRESENT:** Executive Director Kunik, CRA Attorney Levin, Recording Secretary Foster

**Chairman Friedman** called the meeting to order at 9:17 a.m.

Recording Secretary Foster called the roll.

**Approval of Minutes: Regular Meeting of March 4, 2009**

Commissioner Goldberg **MOVED** approval, **SECONDED** by Commissioner Sturges.

**MOTION UNANIMOUSLY CARRIED.**

**CRA Project Status Report**

Executive Director Kunik displayed a PowerPoint presentation, as delineated in the agenda material, while providing an update on the Laishley Park marina and uplands, day docks, US 41 bridge banners, Taylor Road improvements and the Retta Esplanade extension projects.

**Chairman Friedman** referenced an email recommending the extension of Retta Esplanade be undertaken in the near future rather than delayed for development of the adjacent properties. He opined the downside to doing so was that future development may have an impact on same.

**Commissioners Goldberg and Albers** concurred.

**Commissioner Wallace** recommended the maximum number of parking spaces be included in the design.

Commissioner McCormick **MOVED** to authorize staff to proceed with the final design, **SECONDED** by Commissioner Sturges.

**MOTION UNANIMOUSLY CARRIED.**

Executive Director Kunik continued his review of the Herald Court parking structure, downtown flooding mitigation, Carmalita Street drainage, East Virginia Avenue on-street parking, west and east mooring fields, linear park, Wayfinding and the Public Works/Utility complex projects. He concluded his presentation with photos of the various projects.

**Commissioner Sturges** inquired as to the status of the portion of the Harborwalk near the Best Western.

Executive Director Kunik advised same would be discussed this date.

### **Discussion regarding Insurance Liability for The City Marketplace Property**

**Commissioner Albers** advised in an effort to circumvent the closure of the lot to parking, he had many conversations with Mr. Oskey, property owner, as to the devastating effect on local businesses. He stated he followed same with a letter offering the City's assistance, to which he received no response. He concluded the City had made every possible effort to work with Mr. Oskey, also with no response.

**Chairman Friedman** clarified the offer related to Mr. Oskey's statement there would be increased liability insurance costs; however, same had not been demonstrated. He suggested Mr. Oskey's attorney be advised the City was still open to discussion with regard to same.

**Commissioner Goldberg** mentioned the possibility to cover the property under the City's liability insurance.

Mr. Ed Wotitzky, Attorney, mentioned the upcoming agenda item with regard to a public parking facility. He expressed appreciation toward the offer to assist with the additional liability costs, explaining if the property were to remain open in the present condition, they would like to entertain the City's offer.

**Commissioner Albers** stated if the following agenda item were approved, it would be months before same was completed, adding the City's parking garage would be open.

### **Temporary Commercial Parking Lot at City Marketplace Property**

**Chairman Friedman** reported a proposal for a commercial parking facility which offered two alternatives as follows: landscaping and improvements to be funded by the City and repaid by funds from the parking fees or improvements to be provided by the owner at a slower pace as parking fee revenues came in. He then stated it had been almost six years since the developer's agreement was executed, opining the property owner had treated the City, the citizens, the City's ordinances and the agreement itself with apathy and disdain. He expressed appreciation the property had been used for parking in the downtown area, adding the City had waived code enforcement actions with regard to the condition of the property in light of same. He provided a brief summary of inaction taken with regard to implementation of the agreement. He asserted members should not approve anything other than what was included in the developer's agreement, adding commercial parking would not be needed with the completion of the City's parking garage. He recalled the City had lobbied the County not to include paid parking when designing the Event Center. He stated approving anything other than what was included in the agreement would be unfair to the remainder of developers who partnered with the City and abided by their development agreements. He concluded he was not in favor of renegotiating the agreement.

**Commissioner Weikel** referenced an email wherein it stated “it was time to fish or cut bait”, stating he wholeheartedly agreed with same.

**Commissioner Goldberg** opined any parking issue was related to a behavioral change wherein people would be required to park a block away. He pointed out parking was still available on the northern portion of the property, Taylor Street and the Retta Esplanade extension. He proposed signs denoting free public parking be utilized to direct patrons to same. He further suggested golf carts could be utilized to bring people from the upper portions of the lot to the downtown area.

**Commissioner Wallace** stated a six acre vacant lot existed in the downtown area, opining same was detrimental to existing businesses. He added he felt a discussion to correct the situation should be undertaken in light of Main Street’s study and report.

**Commissioner Goldberg** pointed out the Main Street plan dealt solely with landscaping.

**Chairman Friedman** stated the property owner would be required to improve the condition of the property regardless of whether same was developed to eliminate the eyesore. He opined to tie same into a paid parking scheme was wrong.

**Commissioner Wallace** maintained the City was going to suffer by not working with the property owner.

**Commissioner Goldberg** stated the City had volunteered to pay the increased liability costs with no response from the owner.

**Commissioner Sturges** voiced approval of the landscape plan provided by Main Street; however, she did not feel the CRA should allocate any more funds to the property.

**Chairman Friedman** reminded members the City would be moving forward with the Retta Esplanade extension and the Taylor Road improvements which were beneficial to the property owner at no expense to himself. He reiterated it was time for the property owner to make the necessary improvements to the property at his own expense to eliminate the eyesore.

**Commissioner McCormick** stated he was not opposed to working with someone; however, requesting the CRA to function as a bank was not appropriate. He voiced objection to the many delays caused by this property owner.

**Commissioner Albers** pointed out the request was for paid parking, reiterating the City’s request to the County not to include paid parking as same would be in conflict with the City’s parking garage which would be free.

Commissioner Albers **MOVED** denial, **SECONDED** by Commissioner Weikel.

Mr. Wotitzky pointed out the issue of the ultimate use of the property in the interim did not deter from the ultimate development as a mixed use property. He opined the

agreement allowed other uses on a temporary basis with the City's approval. He stated they desired to use the property for paid parking and would look for another financing source.

**Commissioner Wallace** pointed out in the present economy, development would not occur within the next few years thus some resolution was necessary in the interim.

**Chairman Friedman** acknowledged the economic climate; however, the agreement was in place many years before the economic downfall with no development. He concluded members and the citizenry had grown weary and grown wary of the property owner.

**VOTING AYE: Goldberg, Albers, Sturges, Weikel, McCormick, Friedman.**

**VOTING NAY: Wallace.**

**MOTION CARRIED.**

**Approval of Sublease Agreement between Marina Park Ship's Store, Inc. and Big Kid Kayak, Inc.**

Commissioner Weikel **MOVED** approval, **SECONDED** by Commissioner Goldberg.

**Commissioner Albers** confirmed that Marina Park was still responsible for the rent as they signed the original lease and that the sublease was solely between Big Kid Kayak and Marina Park.

**MOTION UNANIMOUSLY CARRIED.**

The meeting was adjourned at 10:07 a.m.

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Chairman

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Recording Secretary