

On Monday, May 6, 2019 at 5:00 p.m., the City of Wauchula Commission met for its regular scheduled workshop in the Commission Chambers at 225 East Main Street, Suite 105, Wauchula.

Nadaskay called the workshop to order.

Commissioners present were Mayor Pro-Tem Neda Cobb, Russell Smith, Mayor Keith Nadaskay, Kenneth Lambert and Gary Smith.

Also present were City Manager Terry Atchley, Assistant City Manager Olivia Minshew, City Attorney Thomas Cloud, Finance Director Sandee Braxton, Police Chief John Eason, Community Redevelopment Agency Director Jessica Newman and City Clerk Holly Smith.

Visit Hardee – Discuss Depot

Atchley addressed the Commission and informed them Visit Hardee had contacted staff and asked to be placed on the agenda to discuss the lease agreement currently being held between the City and the Hardee County Chamber of Commerce at the train depot.

Max Baker – 168 Oak Meadow Lane, Wauchula

Baker addressed the Commission and stated he was a Visit Hardee Board Member and had been for a few months. Baker stated currently Visit Hardee was in the process of completing the rebranding from Peace River Explorations. Baker stated Visit Hardee's mission was to promote, support and expand tourism in Hardee County. Visit Hardee played a big part in the 2019 Pioneer Park Days and was working with the County Commission to grow and expand Pioneer Park Days. Baker stated today we are here to talk about the lease agreement held between the City of Wauchula and the Chamber of Commerce. Baker stated we occupy the southern portion of the train depot and it was broken into three separate portions. Baker explained the Chamber of Commerce occupied the center portion of the building and the northern part of the depot was the section which was rented to the public. Baker stated Visit Hardee wanted clarification from the City Commission of their status on occupying the depot. Cobb asked Atchley what was the original vision of the building and how the City obtained it. Atchley stated to address the specific question of the vision of the building, the building was donated by Mr. Crews with a check because he knew the holes in the roof needed to be fixed. Atchley explained discussion was had on the vision of the building when you were considering this lease agreement in December 2016. Atchley stated in fact Lambert was very adamant at that time about what were we going to do, what was the best and highest use of that facility, was there anything that we could consider looking at trying to encourage and promote private sector entities and even more discussion was had on what the vision was. Atchley explained we actually advertised for a period of time asking if anyone was interested and unfortunately we never received any responses other than the Chamber of Commerce expressing their interest. Atchley stated PRE was in the building at that particular time and there was a lease agreement with PRE and at that time PRE was struggling and having some issues on what they were doing and how they were going to move forward. Atchley explained this Commission had not provided any kind of vision at that point in time other than what its current use had been for the past 3 years. Atchley stated the current lease in place was approved for one year and was to challenge the Chamber at that time of what they were going to do, how they were going to do it and how they were going to sustain themselves. Atchley explained in November 2017 when the first year lease was coming up for renewal, you renewed the lease with the Chamber for 3 additional years. Atchley commented but the City itself, you the Commission, had given no kind of specific vision other than housing and how to utilize the facility. Cobb asked did Mr. Crews donate the building. Atchley replied he donated the building and money. Cobb asked what his vision was. Atchley replied his vision was to get rid of slum and blight and the City through much effort had spent approximately one million dollars renovating the facility. Cobb asked was that City or grant money. Atchley stated it was FDOT and EDA grant dollars. Minshew stated FDOT dollars rehabbed the southern

section of the building and then EDA through the CRA did the northern part of the building. Cobb asked in the past did the Chamber offer some of the services that Visit Hardee offered now. Atchley replied he did not know exactly what Visit Hardee offered. Cobb asked Visit Hardee what did they do and did they rent out a portion of the building. Baker replied they had previously rented out the northern end of the depot for social events. Baker stated the social events were going to be handled by Visit Hardee/Peace River Explorations Group and the business function rentals would be handled by the Chamber. Baker stated the rental was one way they reach out and another was Pioneer Park Days which brings in a lot of people from out of town. Baker added they are working on a Peace River clean-up project and hoped to bring people here from out of county. Baker stated we are really growing and working to find our footing as far as bringing tourism and agritourism into Hardee County. Nadaskay stated the City had a lease with the Chamber who had subleased part of it. Atchley noted it was not subleased at this time; it was strictly a lease with the Chamber. Nadaskay asked if there were two separate leases. Atchley stated let me clarify this for you; in the minutes from December 12, 2016 you had discussion about the Hardee County Chamber of Commerce lease agreement which was before you for consideration and approval. Atchley read the portion of the minutes from the December 12, 2016 to the Commission.

Ms. Minshew reviewed the lease agreement which was the same as the one used for Peace River Explorations. Mr. Atchley asked if arrangements between the Chamber and PRE/Visit Hardee had been reached.

Ms. Jessica Turner, Chamber of Commerce Director, advised she assumed things would go on as they had because she had heard no differently from Visit Hardee's board.

Ms. Louise Weis advised she was not happy with the arrangement. She felt they were being squeezed out. Ms. Turner advised she had tried on numerous occasions to get together with Visit Hardee and had answered their questions. She stated they have their own office space and the only bill they pay was the internet. Ms. Turner concluded she will continue trying to work with Visit Hardee and welcomes them to meet with her.

Lambert motioned to approve the lease agreement, seconded by G. Smith.

With no discussion, Nadaskay called for all in favor, all responded aye.

For those opposed like sign, no response. Motion carried.

Atchley stated on December 13, 2016 was when we entered into the lease agreement signed off on by all parties. Lambert stated we did this because we wanted to be certain we were out of the lease dispute business. Lambert added we leased the facility to one entity to manage and we did ask that Visit Hardee be accommodated and to answer your question we did not specify any particular space or area within the building at all. Lambert stated again what we did not want to happen was for us to arbitrate a lease dispute because we gave the building to the Chamber of Commerce to manage. Lambert added he was a little uncomfortable stepping back into the discussion given that we did this. Lambert stated we had the same discussion come up recently regarding the YMCA and what we were doing with AdventHealth and we also said when we give the management responsibilities to other facilities we allow them to manage it. Lambert stated this was not about the dispute of the mission of either organization but was about whether or not it was their place to step in to any lease negotiations that may or may not be going on because in my opinion we were trying to say we were no longer going to do this. Nadaskay stated there was a lease in place and it expires December 2020 and you have an arrangement, what questions do you have for us. Baker stated a couple of months ago Visit Hardee received a proposal from the Chamber of Commerce of an increase to their monthly cost and based on the square footage of the area that we occupy verses the square footage they occupy was a substantial increase. Baker added we are growing and trying to find our footing and decisions like this tend to break the bank for small non-profit organizations. Baker stated what we were hoping to do was to get some direction and understanding from the Board as to what your vision was of us being there and apparently there had been nothing

defined up to this point. Nadaskay stated we would do the same thing if there was a retail business in there, they would not come to us and ask us what we want their business to do, and they would run their business. Baker stated the sharing of the space was really what it was. Cloud asked Baker what part of what Lambert said as direction was unclear. Lambert commented we were actually very clear that night. R. Smith added we did not sublease anything, it was a lease with the Chamber and they basically took you on as roommates. Cobb stated she would like to visit and go inside the offices and asked how the offices were laid out. Baker stated they start in the south end of the building and it flows through the Chamber office and then to the rental space. Cobb commented she totally understood the facility was leased to the Chamber and it was something we do not need to get too deep in as questioning the lease part but the lease was coming up and she thinks they are both good organizations for this County and in her opinion they need to be together. Cobb asked who pays the utility bill. Atchley replied the Chamber of Commerce pays the utility bill. Cobb stated as far as the building did we give the building to them, did we charge them a fee. Atchley stated they have a lease for \$1.00, the same fee that PRE had whenever they had the lease. Cobb asked how long Visit Hardee had been doing business since PRE went out of business. Baker replied they are one in the same. Atchley replied PRE applied for an EDA grant and the EDA asked the CRA to manage the grant dollars for the renovation of the north end of the depot and they moved in as soon as the building was ready for occupancy. Atchley stated PRE had been in the building in some form or fashion whether it was PRE or Visit Hardee since the building's renovations were complete. Lambert stated both organizations made presentations to us and we chose to go with the Chamber of Commerce. Cobb replied she remembered the presentations. Lambert stated we did ask the Chamber during the discussion could they accommodate at the time PRE which was becoming Visit Hardee. Lambert added we made it abundantly clear that we were not going to put restrictions on the way in which they managed it because it was very difficult to say go do this and by the way we are going to watch what you are doing. Lambert stated it had nothing to do with the goal and objectives of either organization, they both serve fine purposes. Lambert added we are a policy making board and we do not want to become a management board with regard to disputes especially when we are within a lease. Nadaskay stated he did not know how they could step into a current lease without some type of extenuating circumstance because the lease was through December 2020. R. Smith and Lambert replied they did not either.

Andrea Thompson – 3163 State Road 64W, Wauchula

Thompson addressed the Commission and stated on the lease agreement on paragraph 17, it does not allow them to sublease. Atchley replied the Chamber was not subleasing and have you signed a lease agreement. Thompson stated we have not signed a lease agreement; however we have a shared cost agreement. Atchley stated the Chamber cannot sublease without the Commission's approval first and correct me if I am wrong but I do not think the Chamber had any agreements subleasing the depot.

Jessica Turner with the Chamber replied no. R. Smith commented you have a mutual agreement to split the costs. Turner replied we do.

Jessica Turner – Executive Director of the Chamber of Commerce

Turner addressed the Commission and stated she had tried to address the issue between the two Boards prior to it getting to this point. Turner stated the Chamber had previously only requested that Visit Hardee pay the internet bill which was \$150 monthly and that had been for three and a half years. Turner continued by saying Visit Hardee had recently brought on a full time employee and therefore the Chamber needed to address the issue of shared costs. Nadaskay asked Turner isn't that between the Chamber and Visit Hardee. Turner replied yes one hundred percent. Thompson commented it was but not having any clear direction. Lambert abruptly told Thompson they were given clear direction that night that the Chamber was in charge. Thompson stated they are in charge and she was not disputing that and that was not the problem. Thompson continued the problem was sharing the cost and we think the additional cost the Chamber was wanting constitutes a sublease. Thompson stated according to Visit Hardee's figures it was not a shared cost. Lambert stated again we are a policy making Board and that

was not a determination for us. Thompson replied we need a direction on how to go about that. Lambert and R. Smith stated not from us. R. Smith stated if Visit Hardee moves out then the Chamber pays one hundred percent of the bill and if Visit Hardee moves in then you pay whatever. Turner stated the Chamber was only asking Visit Hardee to pay \$500 a month and that helps cover everything such as supplies, utilities and phone. Nadaskay and Lambert both stated that was between the two organizations. Turner stated the Chamber was asking for half of the expenses of the building. Lambert stated this was exactly why we chose to get out of these discussions and Thompson knows that. Thompson replied it was not clear to her that night. Lambert stated we made it really clear. Thompson replied she was clear now. Lambert stated we do not want to arbitrate disputes within buildings, so we put one entity in charge. Lambert added we had made it clear that the Chamber was in charge. Lambert stated would we hope to gain cooperation, yes, but he did not feel it was fair for us to lease a building to somebody and then come back in and say we suggest you manage it this way. Thompson stated the reason for them coming before the Commission was with the increase they felt it constituted a sublease and you are saying it does not. Lambert replied no we said we were not entering into that discussion. Thompson asked if it was not a sublease then what would you call it, partners or roommates. R. Smith replied for a lack of a word that was how he looked at it. Thompson stated that helped give them clear direction as to where they needed to go and they wanted to work with the Chamber but they felt like they did not have any direction. Thompson added Lambert, you said, we did know but however we did not and the last statement that was made after the RFP was the Chamber had to accommodate us. Lambert abruptly stated no what we said was we hoped the Chamber would be able to work with PRE/Visit Hardee and accommodate them. Lambert continued by stating we did not put in restrictions on that because we also made it very clear they were going to be the responsible entity for the building. Lambert informed Thompson there were zero questions about that. Cobb asked if Peace River Explorations had a lease. Atchley and Lambert replied yes. Atchley explained the original lease for the train depot after all the renovations were completed was with Peace River Explorations. Cobb asked and they also paid \$1.00. Atchley replied yes ma'am. Atchley stated nothing had changed their intent was to remain in the building ever since it first opened, either as PRE and/or Visit Hardee. Atchley stated just for clarification if the Chamber were asked for permission to sublease all this Commission could do if they were to consider it was to say you can sublease and the details would still be between the two entities. Lambert stated please understand from my perspective this is not passing any judgment on the mission of any organization but we made it extremely clear, in my opinion, we did not want to arbitrate disputes and here we are. Cobb replied she would like to see the two entities stay and work together and when the lease is up in 2020 we can reconsider the lease if we have to. Cobb added she would like to take a tour of the inside of the building. Turner stated the Chamber was currently under renovations and reviewing architectural renderings with an engineer trying to figure out what was the best use of the building. Turner stated the Chamber asked Visit Hardee for their long term plans so we can determine if they do or do not fit in the building if that was something that was on their agenda. Turner added the Leadership Program was raising funds to go toward the depot. Thompson stated Visit Hardee had been really busy with fundraisers and Pioneer Park Days and had not had time to sit down and formalize a plan and hopefully during the summer they will be able to decide what direction they want to go and then we can go before the Chamber. Lambert commented it sounds like you are at the right place you need to be. Thompson agreed. Cobb asked Thompson if Visit Hardee had done Pioneer Park before. Thompson replied we had done the marketing before however this year was the first year we did it completely by ourselves. Thompson added it was very successful and they hoped to continue it.

Ordinance 2019-08 – Extending the Moratorium on Medical Marijuana

Atchley addressed the Commission and discussed the ordinance and extending the moratorium. Atchley discussed a tour of a marijuana dispensary he had toured with the Florida League of Cities. Lambert

stated if his memory was correct what our intent was, was to wait and see what the legislation was going to do. Lambert asked was that correct. Atchley, Cloud and R. Smith replied yes. R. Smith asked what neighboring City's were currently doing in regards to medical marijuana and their ordinances. Atchley replied it was a combination of both, some still remain steady and are going to keep moratoriums in place and others are beginning to open their doors to it. Nadaskay asked what Hardee County had done regarding medical marijuana. Atchley replied he did not think Hardee County had done anything regarding it. Nadaskay asked when the current moratorium expired. Minshew replied July 1, 2019. R. Smith commented his opinion on medical marijuana was the voters passed an amendment to make medical marijuana legal and he realized the City wanted to wait and see what other communities addressed it. R. Smith asked if staff could reach out to the neighboring communities to inquire how they are addressing this matter. Atchley suggested extending the moratorium 6 months and reach out to the surrounding communities as to how they are addressing the matter. The Commission agreed with Atchley's suggestion.

Hometown Happy Hour Special Event Application

Newman presented the special event application and explained the request to the Commission. Eason stated he did not have any issues with the event request.

With no further business to discuss, Nadaskay closed the Commission Workshop and Opened the CRA Workshop

Kimley Horn Continuing Services Agreement Extension – Planning and Engineering

Newman addressed the Board and explained the extension was for both planning and engineering services. Newman stated both are 3 year agreements with the option of 2 1-year extensions. Newman stated this was the second of the 1-year extensions. Nadaskay replied it will go out for bid next year. Newman replied yes.

Revitalization Grant Request – FL Revell 101 & 103 E. Main Street

Newman addressed the Board and explained that Steven Southwell was present representing FL Revell's grant request.

Steven Southwell – 502 W. Main Street, Wauchula

Southwell addressed the Board and discussed the grant request. Southwell stated the A/C system was the original system which dated back to the 1970's. Southwell explained the air handler was manufactured by Singer and it did not have heat. Southwell stated with the system not having heat it had affected acquiring tenants for the building. Southwell added some challenges with the upgrades will be electrical. Southwell stated the space included three separate rental spaces which all used to be Beeson's Drug Store but had been partitioned off and the electrical was a huge mess and it was all serviced out of one panel which was in the back of the restaurant space. Southwell stated the plan was to put one electrical panel in each of the three rental spaces and install a new HVAC system in 101 E. Main Street. Southwell added he was only able to get one electrical quote and it was for \$14,500 but did receive three quotes for the A/C and they were a little over \$6,000. Southwell stated the goal was to make the space more marketable. R. Smith asked if the space was current with the current building code. Southwell replied he had been worried about that but it did pass the last inspection which was a couple of years ago. R. Smith stated if we go with the lowest bids we are looking at \$20,650. Southwell replied yes. R. Smith stated in the past we typically do fifty percent reimbursement and questioned if the request met the grant guidelines. Newman replied it did meet the guidelines and the renovations will make the space more marketable for Main Street. Southwell added the interior had been updated with new carpet and was in good shape. G. Smith stated did we not talk about air conditioners. R. Smith replied yes we did and it had

been several years ago and on one hand he thought it went against the Board's desire to fix someone's A/C unit but on the other hand it does still meet the grant guidelines. Nadaskay asked if the A/C was replaced in the Verizon building. Newman replied yes it was. R. Smith stated we had issues in the past with A/C units being awarded to residential grants. Atchley stated you had discussion on air conditioning and operation cost in the past; however you have never taken action to change the grant guidelines. Lambert commented and that becomes the final point. Nadaskay added it meets our grant guidelines, we have budgeted money and it had a real purpose on Main Street. Lambert stated it is difficult when we get to the point of someone asking and meeting the requirements to say we do not want to do this. Lambert added we have to do that way in advance before it is submitted. R. Smith stated we had this same conversation with the flooring at the Masonic Lodge. Lambert commented we did. Lambert stated it sounds like we have a busy summer. Nadaskay stated the grant does say it may need roof repairs, we have a request and an amount here he suggested if the grant was awarded allow fifty percent up to the requested amount.

Cobb Project Contract Extension Request

Newman addressed the Board and stated the contract will expire May 31, 2019. Nadaskay asked what date was given for the other project extensions September 1, 2019. Atchley confirmed the extension date was until September 1, 2019.

Project Update Reports were given to the Commission

- **Cobb Project** – Clay Cobb stated the project was further along than expected.
- **Palmetto 8**
- **Utilitech**

Newman gave an update on Main Street summer events.

Atchley informed the Commission July 1, 2019 was the regular scheduled workshop and a few had expressed you may not be able to attend the workshop and that would be the normal budget presentation and we are trying to determine a schedule for July. Atchley gave the Commission the option of moving the July workshop to July 8, 2019 and present the budget and the regular meeting on July 15, 2019 depending on the EDA grant applicants that may want to present their request to you. Atchley stated staff would make that call for you once we know how many grant applicants there would be. Atchley continued if July 1st was out we would schedule to have everything done on July 8th depending on how many grant applications are received in June and make two meetings in July the 8th and 15th if needed. The consensus of the Commission was good with the change.

Atchley gave legislative updates.

Cobb gave updates on CFRPC and Ridge League of Cities meetings.

With no further business to discuss, Nadaskay adjourned the Workshop at 6:10 p.m.

Mayor Richard K. Nadaskay, Jr.

City Clerk Holly Smith