

**MINUTES OF THE CITY OF MOORE HAVEN MEETING ON
FEBUARY 15, 2022, AT 7:00PM, IN THE CITY COUNCIL CHAMBERS AT CITY
HALL, 299 RIVERSIDE DRIVE, MOORE HAVEN, FLORIDA.**

Council Members Present:

Bret Whidden, Mayor
Jacob Eighner, Vice Mayor, Financial Officer
Marcus "Marc" Decker
Clay Browning
Jan Gunn

Others Present:

Ashley Wills, City Clerk
Larry Tibbs, City Manager
Brandon Roberts, Public Works Director
Steve Ramunni, Attorney

ITEM 1: ROLL CALL:

Given by Whidden.

ITEM 2: INVOCATION AND PLEDGE:

Invocation given by Roberts. Pledge lead by Browning.

ITEM 3: ADDITIONS OR DELETIONS TO THE AGENDA:

NONE.

ITEM 4 DISCUSS AND/OR APPROVE THE FOLLOWING MEETING MINUTES:

January 18, 2022, Regular meeting minutes.

MOTION: by Decker to approve the Workshop meeting minutes for January 18, 2022, seconded by Eighner Motion Carried.

February 1, 2022, Regular meeting minutes.

MOTION: by Browning to approve the Regular meeting minutes for February 18, 2022, seconded by Decker Motion Carried.

ITEM 5: SCHOOL BOARD TO DISCUSS FUTURE ELEMENTARY SCHOOL PLANS.

Barfield thanks everyone for having us tonight we are really excited about future building of the new Elementary school we are in the process of obtaining special facilities funding, right now we are looking at above 20 million dollars we are here tonight to open discussions with you all

where we will be placing the new Elementary School and to see if you have any ideas or suggestions, the School Board owns several pieces of property but we are in a little bit of a land lot situation. Mr. Greseth states to give you all a little background we put in for the Special facilities funding from the Department of Education back in June or July, we got all of our paperwork in and had a committee come in locally and there were state people as well they went through the Elementary, they deemed it was in critical need meaning there are a lot of things that need to be done in order to repair it, the school itself is 52 years old right now it has lived its life expectancy according to the state. The next step is we put out a RFP for an architect, that has already been placed on our website and in the Okeechobee News. We are looking at having that design phase completed by June 1st because we have to have all the paperwork turned into the state by June 1st sometime in the first week in August we have to go to Tallahassee and convince them we are definitely in need of a new school if they come to that agreement which hopefully they do because right now we are the only county that is pushing for that Special Facilities funding which is a great thing and if that happens they will take it to the legislation next spring and they will deem weather that will happen or not, in the mean time we are going to be looking at where we want to put the school and what we want the school to look like right now we are very open as to where we are going to place and how, right now we are looking at four different options. There are four options we have discussed.

ITEM 6: DISCUSS AND/OR APPROVE THE PROPOSED MARINA LEASE:

Ramunni states, at the last meeting we were given a list of requests and I went through the lease, and I also have my comments and I will be giving them out as well, the first request was on the option to renew with the way it's written out and I think what we have is we wanted to go for a year and then see if it was mutually beneficial and either party could walk away at that point if there was a meeting of the minds with regards to different lease provisions then there would be a set term, when I say no change I didn't think that was what the council had originally instructed me to do. The second one was with regards to the 30 hours that I did change, and I believe that I did change in 6.2 so that it is all consistent. The third was in section 3.3 where typical lease language leaser as a lean on lessee, lessee hold estate even though per say the isn't rent or some forgiveness with regards to what as to be paid that's typical lease language, so I wasn't willing to remove that section. The next three are not necessary in this particular lease so I either amended the language or amended the section completely, the 16.1 lose and damaged once again typical identification language, that is in every lease. I was not willing to remove that, and then the last is typical radon, that is common occurrence in Florida it really didn't need to be changed so I don't know if they are acceptable or not, I still need the name of your entity with regards to what we are going to insert into the lease that's the easiest way to the process. Whidden asked if Mr. Cook if he as any questions or comments. Mr. Cook states, we are very close, option to renew according to the rules/ agreement it says that I have the option to obtain this lease for two 5 periods renewal terms, so does that mean I have the option of renewing for a 10-year period? Or does that mean after two 5-year periods I'm out? Ramunni states in 2.2 what's contemplating is the first year, then there is a reevaluation and then the option is for one 4-year renewal term I don't see two that's the way it's always been from the beginning. Ramunni asked Mr. Cook if he wanted two renewal periods? Or something different? Mr. Cook states my whole goal is to build a relationship with the City and my kids I don't want to build up a nice business down there and

in 10 years I can't renew. Gunn states after every period you have the option to renew. Cook states so I have first option if I have compliance with the contract regardless after two 5-year periods or 20 years. Gunn states, every time the contract ends, he has the option to renew? Ramunni states no, I think that's what he is wanting but the way it stands now is if you look at the last sentence of section 2.2, In the event that the parties cannot mutually agree to the requirements and conditions of the renewal terms than the lessee will expire after the first year. Gunn states but if we are agreeing then he has the option to renew, it that is what he is asking? Ramunni states, yes for one 4-year period. Gunn asked after those 4 years what happens? Ramunni states that you could if everything goes well but you can't commit today. Whidden states we don't know that could happen in 10 years or what compliance will be but he as the option to renew after the first year, and when the 4 years goes by, he will have the option to renew for the other 5 years. Ramunni states you would have to re-negotiate it would not be guaranteed that would be up to the council at that point. This is written to give both parties flexibility at this point. Ramunni then asks Mr. Cook does that answer his question? Cook states it does but it does not satisfy what I need, my point is if I'm in compliance with the lease, then I want to have the first option to renew the lease at the end of each lease. Ramunni states, I understand what you're saying but I think the council said they wanted to do a test year because they don't know what would necessarily happen down the road.

ITEM 7: DISCUSS AND/OR APPROVE THE QUOTE FOR THE WATER PLANT TO AUTOMATE THE BACKWASH ON THE FILTRATION SYSTEM:

Roberts, our 3 sand filters that we have now where somewhat automated at one time, there is no communication whatsoever you can't see how dirty the water is, there is no meters to show much water you are flushing on the backwash filters. So, what this does is brings everything up to date. What it will do is bring communications systems up to the 3 filters where you will have transmitters, they are level transmitters when the sand filters get so full/or clogged they start to hold back water and you can't push water through them. The transmitter will automatically see that and will turn that filter on to be back washed it will also have a turbidity meter so we can see the quality of water, the transmitters are fine, but if we can catch how filthy the water is before it hits the filters it will automatically flush it. Mr. Tibbs states he is going to look into the American Rescue Plan.

MOTION: made by Gunn to approve \$83,703.37, seconded by Decker. Motion carried.

ITEM 8: DISCUSS AND/OR APPROVE REPLACEING 4 DOORS AT THE BALL FIELDS:

Whidden asked how many quotes did Roberts get? Roberts states two different quotes one from Clyde Johnson for \$9,800 and one from Joey for \$9,000 to replace all 4 doors that included the frames, and that door hinges I spoke with Mr. Tibbs about maybe doing 2 doors this year and 2 doors next year, but the price would probably go up. Eighner states it is both bathroom doors the

equipment room door, and the door to the inside. One thing he is hoping to get out of the doors is the lock will be the same key for all 4 doors so when they leave, they can lock the bathroom doors to help keep it clean, David and I looked into this 3 years ago and it was about \$18,000 the doors are so bad on the hinges that you can't open the door.

MOTION: made by Gunn to use Providential Builders to replace 4 doors at the Ball Fields, seconded by Decker. Motion carried.

ITEM 9: DISCUSS AND/OR APPROVE PRIORITIZING FOR THE SCOP PROGRAM APPLICATION:

Mr. Tibbs states the SCOP has a resurfacing program we submitted an application through FDOT for this program you can submit applications for multiple streets however you have to prioritize them, I have received input from some individuals suggested for streets, I know the council has said the streets around the schools being a priority, we looked at high visibility streets and high traffic streets on the sheet is the cost estimate we do have to prioritize them. The Council agrees they would like to prioritize them and get them sent in before the deadline. Decker states he doesn't want to do the streets by the schools if they are going to rip them out due to building the new Elementary School. Gunn states they are not going to do that for another 4 or 5 years. Whidden states they have a lot of bus traffic and citizen traffic back there its bad. Gunn states it will be at least a minimum of 3 years before the new School gets built. Tibbs states the reason for 3rd street is that it's a visibility issues its one of the first things coming off that exit that you see when entering the City. Eighner asks the Council if they Would like for Mr. Tibbs and Roberts to prioritize them? Because we have to have them turned in by March 4th.

MOTION: made by Gunn to allow Mr. Tibbs and Roberts to prioritize the streets. Seconded by Eighner. Motion carried.

ITEM 10: REPORT OF OFFICERS.

CITY MANAGER:

Tibbs states that we have a meeting Thursday to review a draft plan for that electric rate study.

CITY ATTORNEY:

Ramunni states today we had the court hearing for the code enforcement for the Moore Haven Restaurant the judge granted our request that the property be cleaned, painted, roof finalized, remove, or paint the gas tank. The gentleman was stating he did not think it was his gas tank he believed it was leased judge Lundy was explaining to him that the company is already out of business so it's highly unlikely that company will come pick it up. The judge gave him 45 days or 25\$ a day fine starts applying after the 45 days. I talked to Gene briefly the engineering services contract is going to expire at the end of April, so we need to do a new RFP. Ted broke the news that he will be retiring at the end of May.

CITY CLERK:

NONE.

CRAIG A. SMITH

NONE.

CAS GOVERNMENT SERVICES:

NONE.

WATER PLANT SUPERVISOR:

Fuel tank will be completed on 3/26/2022 and shipped to us, the building at the Water Plant is up.

ITEM 11: APPROVAL OF BILLS IN THE AMOUNT OF \$44,046.20:

MOTION: made by Eighner to approve the bills in the amount of \$44,046.20. seconded by Browning. Motion carried.

ITEM 12: CITIZENS COMMENTS/GENERAL CONCERNS:

NONE.

ITEM 13: MAYOR AND COUNCIL TO GIVE REPORTS:

Stated by Whidden, the lot at 470 Ave K appraised at \$12,000, Glades Electric is interested in purchasing it, before they purchase it, they would like to pay for a locate and get some soil samples to see how much de-mucking they would have to do. Sewer, water and electric is there. Ramunni states is there an ordinance on 50 percent of the appraised value. Stated by Whidden that sounds correct. City property if we want to sale it, we would sale if for no less than 50 percent of the appraised value.

MOTION: Made by Eighner to offer the property at 470 Ave for \$6,000 plus closing cost. Seconded by Browning. Motion carried.

Whidden states what is going on with the garbage truck that got backed into with a loader? Mr. Tibbs states Denco indicated that they did back into it, we are waiting on the report to come back, we have contacted our insurance company and gave them all the information we have. Mr. Miller states they understand they are at fault, contact Frank Gibson to see how the best way is to handle it. Browning states why doesn't Clint drive the truck? Roberts states I talked to Clint myself and I believe David has even wrote him up a couple times for not taking a break, Clint says it's his work out Whidden states he is not here to work out he is here to do his duties, there is a reason they are supposed to be swapping out especially in the summertime.

FEBUARY 15, 2022, Regular Meeting Minutes

Council asked about the March 1st meeting.

MOTION: Made by Gunn to cancel March 1st meeting, seconded by Eighner. Motion carried.

Eighner states the fence on Ave R needs to be replaced, he got a quote From Rayburn that is \$1,900.

MOTION: Made by Decker to fix the fence on Ave R by the basketball courts in the amount of \$1,900.00 seconded by Browning. Motion carried.

ITEM 14: DISCUSS FINANCIAL STATEMENTS IF NEEDED:

N/A

ITEM 15: ADJOURNMENT:

MOTION: Made by Eighner to adjourn, seconded by Browning. Motion carried.

Ashley Wills, City Clerk
Meeting adjourned at 8:30 P.M.

Bret Whidden, Mayor

THESE MINUTES ARE NOT VERBATIM, IF ANYONE WISHES TO LISTEN TO THE MEETING IN ITS ENTIRETY, DIGITAL RECORDINGS ARE AVAILABLE.