

AGENDA
CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING
VALPARAISO, FL
850-729-5402
November 13, 2023
6:00 PM

Invocation (Mayor Smith)

Pledge of Allegiance (Mayor Smith)

APPROVAL OF MINUTES

October 9, 2023, Executive Session

October 9, 2023, Regular Commission Meeting

CITIZENS' CONCERNS (non-agenda items)

1. Resident

2. Non-resident

Heritage Museum-----Attach 1

ACTION ITEMS/POTENTIAL ORDINANCES

1. Added Agenda Item

2. Amended Proclamation to Amend City Code on Chickens-----Attach 2

3. Resolution No. 15-11-13-23 Amend FY23 Budget-----Attach 3

4. Resolution No. 16-11-13-23 Sale of Surplus Equipment-----Attach 4

5. Discussion on Shipping Containers as Accessory Structures-----Attach 5

6. Proposal Fire Alarm & Quote Elevator for New City Hall-----Attach 6

7. Ground Lease Agreement between the City & Liveoak Fiber-----Attach 7

8. Accept Bid for Lincoln Park Boat Ramp and Dock Improvements-----Attach 8

9. Special Exception 428 Edge Ave-----Attach 9

10. Vacation of R-O-W Lansing Street Directly Behind Kodiak-----Attach10

OLD BUSINESS

1. Update New City Hall Renovation

2. Legal Update

3. Ordinance No. 722 City Manager-----Attach 11

4. Ordinance No. 723 Municipal Election Date -----Attach12

REPORTS / CORRESPONDENCE / ANNOUNCEMENTS

1. TPO/DOT

2. Stormwater

3. Community Liaison Report

4. Regional Sewer Update

5. Planning Commission Update

6. Community Center Update

7. Department Updates-----Attach 13

8. Disbursements

9. Etc.



Impact100[®]

Northwest Florida

Pay to the
Order of

Heritage Museum of Northwest Florida

Date May 5, 2017

\$ 100,000

Dollars

One hundred thousand

Impact 100 Northwest Florida

Focus Area: Arts & Culture

11052017000: 917346285:32550

City of Valparaiso, Florida

Proclamation

AN AMENDED PROCLAMATION OF THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA CALLING FOR A NON-BINDING REFERENDUM TO BE HELD ON MARCH 19, 2024, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY OF VALPARAISO WHETHER TO AMEND CITY CODES TO ALLOW FOR THE KEEPING OF CHICKENS WITHIN R-1A DISTRICTS; PROVIDING FOR A REFERENDUM THEREON; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Whereas, Chapter 2-145(l), Code of Ordinances, City of Valparaiso, Florida, allows the city commission through proclamation to conduct a straw ballot through a non-binding referendum; and

Whereas, Section 10-15, Code of Ordinances, City of Valparaiso, Florida, makes it illegal for a property owner to keep chickens within the city limits of Valparaiso, Florida; and

Whereas the City Commission has received public input from citizens requesting that the city codes be amended to allow for the keeping of chickens within the city limits; and

Whereas, the City Commission has likewise received public input from citizens that the city codes making it illegal for the keeping of chickens within the city limits should not be changed; and

Whereas, the City Commission would like to determine through a non-binding referendum the level of support to change the city code or to keep the city code the same in reference to the keeping of chickens by property owners in R-1A districts; and

Whereas, the response to the non-binding referendum will provide guidance to the city commission to determine voter support on the keeping of chickens in the city limits.

Now, therefore, be it proclaimed by the City of Valparaiso, Florida:

Section 1. The foregoing recitals are true and correct and incorporated herein.

Section 2. The City Commission calls for the holding of a non-binding referendum of the electors of the City of Valparaiso on March 19, 2024, to consider and vote for or against amending city codes to allow for the keeping of chickens on single-family properties.

Section 3. The Supervisor of Elections of Okaloosa County is hereby appointed as the election officer of the election to be held on March 19, 2024, in conjunction with the general elections, for the purpose of submitting to the qualified electors of the City of Valparaiso the non-binding straw ballot measure set forth in Section 5 of this Ordinance.

Section 4. The City of Valparaiso shall reimburse the Supervisor of Elections for any costs incurred by that office directly related to the preparation for, conducting of, and certifying the results of the non-binding referendum.

Section 5. The amended language to appear on the ballot of the non-binding referendum shall be:

**NON-BINDING BALLOT MEASURE FOR THE
KEEPING OF CHICKENS WITHIN VALPARAISO CITY LIMITS**

SHOULD THE CITY COMMISSION OF VALPARAISO AMEND THE CITY CODES TO ALLOW FOR THE KEEPING OF CHICKENS IN SINGLE FAMILY RESIDENTIAL DISTRICTS (R-1A)?

_____ YES
_____ NO

Section 6. The City Clerk is authorized to obtain any necessary election administration services from the Okaloosa County Supervisor of Elections, including acknowledgement that the referendum language will conform to the rules for ballot design. The City Clerk shall cause a notice of election for the non-binding referendum to be published in accordance with Section 2-145(e), Code of Ordinances, City of Valparaiso, Florida.

Section 7. EFFECTIVE DATE

This proclamation shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS DAY 13TH OF NOVEMBER 2023.

Hubert B. Smith, Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

Section 5. The language to appear on the ballot of the non-binding referendum shall be:

**NON-BINDING BALLOT MEASURE FOR THE
KEEPING OF CHICKENS WITHIN VALPARAISO CITY LIMITS**

SHOULD THE CITY COMMISSION OF VALPARAISO AMEND THE CITY CODES TO ALLOW FOR THE KEEPING OF CHICKENS IN SINGLE FAMILY RESIDENTIAL DISTRICT (R-1A)?

YES for approval of amending the city codes.

NO for rejection of amending the city codes.

Section 6. The City Clerk is authorized to obtain any necessary election administration services from the Okaloosa County Supervisor of Elections. The City Clerk shall cause a notice of election for the non-binding referendum to be published in accordance with Section 2-145(e), Code of Ordinances, City of Valparaiso, Florida.

Section 7. EFFECTIVE DATE

This proclamation shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2023.

Hubert B. Smith
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

RESOLUTION NO. 15-11-13-23

A RESOLUTION AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF VALPARAISO, FLORIDA; DUE TO AN INCREASE IN EXPENDITURES IN THE ARPA (AMERICAN RESCUE PLAN ACT) FUND; AUTHORIZING REVISIONS TO BE MADE TO THE MONTHLY FINANCIAL STATEMENTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the annual budget is an estimate of anticipated expenditures adopted by the commission, and

WHEREAS, the City Commission deemed it in the best interest of the city to purchase a fire apparatus, generators and electrical equipment for the Communications Department, Engineering Services for the Capital Pipe Lining Project and pay for the ARPA Grant administration services out of ARPA funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA THAT:

Section 1. The amended budget for the fiscal year commencing 1 October 2022 which is incorporated by reference and made a part hereof, is hereby officially adopted.

Section 2. The FY 2023 Budget and corresponding monthly financial statements are amended as follows:

ARPA Fund

Capital Generators **Account No. 03-10-539.648.05**
Increase budgetary expense figure from \$ 0 to \$40,500.

Electrical Equipment **Account No. 03-10-539.649.04**
Increase budgetary expense figure from \$ 0 to \$18,000.

ARPA Grant Administration Services **Account No. 03-10-559.312.01**
Increase budgetary expense figure from \$ 0 to \$25,500.

Engineering Services **Account No. 03-20-535.311.00**
Increase budgetary expense figure from \$ 0 to \$9,300.

Capital Fire Apparatus **Account No. 03-30-534.645.00**
Increase budgetary expense figure from \$ 0 to \$692,550.

Funds will be taken from the **ARPA Cash Fund**
Account No. 03-00-131.000.01

Section 3. This Resolution is effective upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2023.

RESOLUTION NO. 16-11-09-23

A RESOLUTION TO APPROVE SALE OF SURPLUS EQUIPMENT FROM THE CITY OF VALPARAISO AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 274.05 allows a governmental unit to classify as surplus any of its property, which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function; and

WHEREAS, the Valparaiso Broadband Communications Department has surplus equipment that no longer serves a need; and

WHEREAS, the Valparaiso Broadband Communications General Manager has requested the disposal of this surplus property.

NOW, THEREFORE, BE IT RESOLVED, BY THE VALPARAISO CITY COMMISSION THAT:

The City of Valparaiso is hereby authorized to sell the following items of surplus equipment:

Several Satellite Receivers
Several Set-Top Boxes
7 Satellite Dishes
5 Server Chassis

This resolution is effective upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2023

Hubert B. Smith
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

**Valparaiso Cable
Authority
dba
Valparaiso Broadband
Communication Systems**



**465 Valparaiso Pkwy.
Valparaiso, FL 32580
850-729-5404
850-678-4553 (Fax)**

10/18/2023

Surplus

IPTV upgrade has freed up a large amount of equipment. Sat Receivers, Set-top boxes, Sat dishes, and 5 server chassis. We would like to surplus this equipment and sell it if possible.

James Butler
General Manager

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA, Updating the Land Development Code; amending Section XX and XX of the Land Development Code to adopt standards for use of shipping containers as accessory structures in Commercial (C-1 and C-2) and Industrial (I-1 and I-2) zoned areas within the city limits; Providing for temporary use of shipping containers in residential zoned areas within the city; Prohibiting the use of shipping containers as dwelling units; providing for severability; providing for conflicting ordinances; providing for codification; and providing for an effective date.

WHEREAS, The City of Valparaiso, Florida has adopted a Land Development Code to manage use of property within the city limits; and

WHEREAS, the Planning Commission Board recommends to the City Commission that an amendment to the Land Development Code is necessary and prudent to establish guidelines for the use of shipping containers within the city limits; and

WHEREAS, has the City Commission wishes to adopt amendments to the Land Development Code set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF VALPARAISO, FLORIDA:

SECTION 1. The "WHEREAS" clauses above are true and correct and incorporated herein as the legislative findings of the City Commission.

SECTION 2. The municipal code of ordinances for the City of Valparaiso, Florida, Section XX-XX is hereby amended and shall read as follows:

(Note: ~~striketrough~~ language deleted, underline language added)

Section XX. Intent and Applicability. It is the intent of this section to establish specific development standards for the use of shipping containers as accessory structures within the city limits of Valparaiso, Florida.

Section XX. Definitions. Shipping container – a large, standardized enclosed container designed for intermodal transport of goods and materials that is without wheels and usually made of metal.

Section XX-XX. Shipping Container Permitted Uses and Restrictions in Commercial and Industrial zones.

Shipping containers are permitted to be used in commercial (C-1 and C-2) and industrial (I-1 and I-2) zoned areas under the following conditions:

1. Use of a shipping container may only be used on a property by using the conditional use process found in Sec. 114-13.

2. The shipping container shall only be used for storage.
3. Only one (1) storage container is permitted on a property.
4. The shipping container shall comply with setbacks for the property on which it is located. It is preferred that the shipping container be located behind the main structure on the property.
5. The shipping container shall not be able to be viewed from the streets, or nearby properties. Fencing or other approved screening by the City to block the view shall be installed to meet this requirement.
6. The shipping container shall be secured to the ground by a tie-down system or mounted to a permanent foundation similar to a mobile home.
7. Materials, hardware, tools, etc., shall not be placed on top or attached to the outside of the shipping container.

Section XX-XX. Temporary use and storage of shipping containers in residential zones R-1A and R-1, and R-2.

Permitted Uses. Shipping containers rented commercially also known as or "pods" used for shipping personal belongs, are permitted to be temporarily stored in residential zones under the following conditions:

1. Commercial storage containers shall be parked inside the residential property boundaries and shall not be on city easements, sidewalks, nor across neighboring property boundaries.
2. Containers may be parked in driveways.
3. A maximum of two (2) storage containers shall be allowed at any time on the residential property.
4. The storage containers shall be on the residential zoned property no more than 30 days in a twelve (12) month period.
5. If a property owner fails to maintain compliance with these requirements, then the owner will be subjected to a fine of \$150 per day until compliance is achieved.

Section XX-XX. Shipping Container Prohibited Uses.

1. No shipping container shall be used as a dwelling or to support residential use or home occupation.
2. No shipping container shall be placed on or otherwise block or restrict access to fire hydrants, fire lanes, roads, sidewalks or required parking places.
3. No shipping container shall be used to store waste.
4. No shipping containers shall be permitted to be stacked.

SECTION 3. SEVERABILITY

The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph section or clause is adjudged unconstitutional or invalid by any court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

SECTION 4. CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. CODIFICATION.

The sections of the Ordinance are to be made a part of the City of Valparaiso's Code of Ordinances and may be renumbered or re-lettered, and the word "ordinance" may be changed to "section" or "article" or any other appropriate word.

DRAFT



10/31/2023

823 Navy Street · Fort Walton Beach, FL 32547
(850) 862-7812 · Fax (850) 863-1516



National Fire Protection Association

PROPOSAL

To: City of Valparaiso
Address: 364 Adams Ave
Valparaiso, FL 32580
Attn: Carl Scott
Phone: 850-803-3117
Fax:
Email: cscott@valp.org

Job: New City Hall Fire Alarm System & AOR
Address: 23 E John Sims Pkwy
Valparaiso, FL 32580
Attn:
Phone:
Fax:
Email:

B&C Fire Safety will install, program, and commission a voice evacuation fire alarm system & area of refuge for the Valparaiso new city hall. Any work outside of this proposal will be addressed by way of an authorized change order.

QTY	FIRE ALARM DESCRIPTION
1	POTTER VOICE FIRE ALARM CONTROL PANEL w/BACKUP BATTERIES
1	LOCAL OPERATOR CONSOLE
1	CIRCUIT LOCKOUT KIT w/SURGE PROTECTION
1	DOCUMENT BOX
1	CELLULAR COMMUNICATOR
4	ADDRESSABLE PULL STATIONS
6	ADDRESSABLE SMOKE SENSORS
2	HEAT SENSORS
2	ADDRESSABLE DUCT SMOKE SENSORS w/REMOTE TEST STATION
2	ADDRESSABLE SPRINKLER MONITOR MODULES
3	RELAY MODULES
17	SPEAKER STROBES
7	STROBES
1	SPRINKLER BELL
1	AREA OF REFUGE MASTER STATION
1	AREA OF REFUGE REMOTE STATION

Clarifications and Exclusions

All work shall be performed during normal business hours Monday through Friday 8:00 am - 4:00 pm.
This quote is valid for 30 days from the date shown above.
One year warranty on newly added equipment.
All required low voltage cabling is included.
Required jurisdictional permitting included.
Required Notice of Commencement to be filed by general contractor/owner.
Lift rental excluded.
General contractor to coordinate elevator contractor for elevator recall tie-in.
Required dedicated 110v circuit and wiring by others.
Conduit, back boxes, t-bars, and flex by others.
Fire/smoke dampers by others.
ERRC/BDA testing and apparatus by others (If applicable).
National product supply chain shortage may result in unforeseen project delays.

TOTAL \$59,859.00

Accepted By

Title

Date

Terms: 50% Down Payment Due At Signing

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited on reverse side which shall supersede any conflicting term in any other document.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

TERMS & CONDITIONS

1. A. B&C Fire Safety, Inc. shall be paid for the value of work completed plus the amount of materials and equipment suitably stored applied to the contract sum less the aggregate of previous payments to B&C Fire Safety, Inc. Final payment shall be due 30 days after the work described in this proposal is substantially completed unless otherwise stated in the proposal. No provision of this agreement shall serve to void the Seller's entitlement to payment for properly performed work or suitably stored material.
B. The Buyer will make no demand for liquidated damages in any sum in excess of such amount as may be specifically named in the proposal, provided, however, no liquidated damages shall be assessed for delays or causes attributable to other Subcontractors or arising outside the scope of this proposal.
2. The Buyer will withhold no more retention from the Seller than is being withheld by the Owner from the Buyer with respect to the Seller's work.
3. No back charges or claim of the Buyer for services shall be valid except by an agreement in writing by the Seller before the work is executed, except in the case of the Seller's failure to meet any requirement of the subcontract agreement. In such event, Buyer shall notify Seller of such default, in writing, and allow the Seller more reasonable time to correct any deficiency before incurring any cost chargeable to the Seller.
4. All sums not paid when due shall bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law whichever is more; and all costs of collection including a reasonable attorney's fees shall be paid by Buyer.
5. If the Buyer fails to make payment to B&C Fire Safety, Inc. as herein provided, then B&C Fire Safety, Inc. may, after forty-eight (48) hours written notice, stop work without prejudice to any other remedy he may have.
6. A. Buyer is to prepare all work areas so as to be acceptable for the work of B&C Fire Safety, Inc. under the contract. B&C Fire Safety, Inc. will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.
B. Items to be supplied by Buyer. The buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no costs to Seller.
7. After acceptance of this proposal provided B&C Fire Safety, Inc. shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract.
8. B&C Fire Safety, Inc. shall not be responsible for damage to its work by other parties. Any repair work necessitated by said damage will be considered as an order for extra work.
9. Overtime, B&C Fire Safety, Inc. is obligated to perform the work only during its regular working hours. All work performed outside of such hours shall be charged for at rates or amount agreed upon by the parties at the time overtime is authorized.
10. Buyer shall purchase and maintain property insurance upon the full value of the entire work and/or materials to be supplied which shall include the interest of B&C Fire Safety, Inc.
11. B&C Fire Safety, Inc. will not be responsible for meeting construction schedule imposed after the date of the execution of this proposal. If overtime is required to meet such a later imposed construction schedule, Buyer shall pay B&C Fire Safety, Inc. for such overtime in addition to the Contract price unless prior arrangements or agreements are made.
12. Any additional sprinklers or other additional materials and/or labor required due to alterations or additions to the premises or resulting from obstructions along the ceiling not in position or not shown on plans furnished by Buyer or Buyer's Agent at the time that B&C Fire Safety, Inc.'s survey was made, are not Contract work and are to be considered additional work to be paid for by Buyer and will be designed, signed, and dated on a Field Work form of B&C Fire Safety, Inc. or other appropriate form of Buyer.
13. Seller's Liability. B&C Fire Safety, Inc. shall not be liable for any damage caused in the performance of work due to concealed piping, wires, fixtures, or other equipment, unless located for B&C Fire Safety, Inc. by Buyer, or the character, condition, or use of any foundations, walls, or other structures not erected by B&C Fire Safety, Inc. B&C Fire Safety, Inc. shall not be liable or accountable for the condition of the water supply or other adjunct of the system furnished by the Buyer or a third party. B&C Fire Safety, Inc. shall not be liable for delays, discontinuance of work, loss or damages, incident to casualties, fires, acts of the elements, labor difficulties, governmental regulations, shortages of materials or labor, and causes beyond its control. In no event shall B&C Fire Safety, Inc. be liable for loss of anticipated profits, or loss of use of property in which the equipment is installed, or other consequential damages.
14. Buyer's Liability. All loss or damage from any cause (not the fault of B&C Fire Safety, Inc.) to the materials, tools, equipment, work or workmen of B&C Fire Safety, Inc. or its agents or subcontractors while in and about the premises shall be borne and paid for by Buyer. When any underground work is involved in the installation and it becomes necessary in the opinion of B&C Fire Safety, Inc. to install equipment at a depth greater than that required by the Specifications, or if water, quicksand, rock, or other unforeseen obstructions are encountered, Buyer shall pay to B&C Fire Safety, Inc., as an extra to the contract price, any additional expense to B&C Fire Safety, Inc. caused thereby.
15. B&C Fire Safety, Inc. reserves the right to receive a Fair and Reasonable extra to original contract price as a result of latent physical conditions at the site. In the case of actual site conditions and contract documents which are at variance, B&C Fire Safety, Inc. reserves the right to recover extra compensation by extras added to the original contract price.
16. Claims. Any claims by Buyer against B&C Fire Safety, Inc. arising hereunder must be presented in writing with particulars to B&C Fire Safety, Inc. within fifteen (15) days after they arise; otherwise B&C Fire Safety, Inc. shall have no liability in respect thereof.
17. Title. Until full payment by Buyer of all amounts to be paid hereunder, B&C Fire Safety, Inc. retains title to the material and equipment furnished hereunder, whether or not the same is attached to the realty, and the same shall be considered as personal property. B&C Fire Safety, Inc. However, reserves the right to change this conditional sale to an absolute sale at any time and to pursue any statutory or other remedies in such cases, made and provided. When and if requested by B&C Fire Safety, Inc., Buyer will duly acknowledge this contract and will execute, acknowledge, and deliver to B&C Fire Safety, Inc. such other instructions as may be appropriate to constitute the equipment as security for the price to be paid by Buyer, or to enable B&C Fire Safety, Inc. to comply with the applicable filing, recording, or other laws of the state.
18. Warranty. All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Seller will replace or repair any part of its work which is found to be defective. Seller will not be responsible for special, incidental, or consequential damages. Sellers shall not be responsible for damage to its work by other parties or for improper use of equipment by others.
19. Default by Buyer. If Buyer defaults in any payment herein required; or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors; or transfer or mortgages the equipment or the premises in which the equipment is installed; or any lien is placed on said equipment or premises (other than liens for taxes); or the equipment or premises (other than liens for taxes); or the equipment or the premises are seized or attached by process of law, then in any such event B&C Fire Safety, Inc. may enter upon the premises, turn off the water and remove the equipment or any part thereof and may invoke such other or additional remedies as may be provided by law. Buyer shall reimburse B&C Fire Safety, Inc. for the expenses incurred in removing said equipment. Buyer further agrees to pay interest at the maximum rate allowed by law on any payment in default. If B&C Fire Safety, Inc. employs an attorney because of default by the Buyer, then the Buyer agrees to pay court costs and reasonable attorney fees.
20. Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event that any payment to Seller is not timely made. Upon acceptance of this proposal, B&C Fire Safety, Inc. proposes to an Buyer has the right to expect that:
 1. B&C Fire Safety, Inc. will be on the job each day that is required, and work diligently until the scope of work, herein stated, is complete and satisfactory.
 2. B&C Fire Safety, Inc. will purchase the proper permitting and will comply with all state and local codes and ordinances from the design portion through the complete product of the scope of work herein stated. B&C Fire Safety, Inc. will further route all plans and drawings to Buyer ad representatives for approval, when applicable, and to all local and state authorities and insurance underwriters, as is necessary, and will provide Contractor's Test and Material Certificates where applicable.
 3. B&C Fire Safety, Inc. will be responsible to the buyer for all reasonable job rules of order, including cleanup, coordination with other trades as is necessary, and reporting and coordination with Buyer's representative.
 4. B&C Fire Safety, Inc. will be responsible to the Buyer for compliance with all safety rules and regulations during the conduct of B&C Fire Safety, Inc.'s performance on and in connection with this project. In cases of lesser standards, B&C Fire Safety, Inc. will continue to abide by its company standard; B&C Fire Safety, Inc. Safety Program and Accident Prevention Program.
 5. B&C Fire Safety, Inc. will accomplish a complete installation as per the scope of this proposal and as the terms and conditions of the proposal are met. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Quotations hereon, unless otherwise stated, are for immediate acceptance and subject to change.

MOWREY

ELEVATOR

1 of 2

Thursday, November 09, 2023

Quote # 9-15808

ATTN: ESTIMATING

RE: VALPARAISO CITY HALL
VALPARAISO, FL

Quote is based on

- ☐ Specifications Only
- ☒ Drawings
- ☐ Drawings & Specifications
- ☒ Phone Conversation
- ☐ Email Request

To Whom It May Concern:

We are pleased to quote the amount of \$73,000.00 for the complete installation of **one holeless hydraulic** elevator in the above mentioned building based on the following specifications:

Capacity	2500 LBS	Speed	100 FPM
Travel	10' - 8"	Doors	42" x 84" single slide
Landings	Two in line	Controller	Simplex microprocessor

SPECIAL FEATURES:

Braille buttons
Position indicators in car station
Proximity edge
ADA Telephone
ME 200 cab design
208 volt 3 phase power

Fireman's emergency service
Acknowledgement lights in car station
Acknowledgement lights at all hall stations
Directional arrows and arrival gongs
Aluminum sills
Twelve months new installation maintenance
#4 Stainless steel frames and doors

Notes: Please see the attached Work Not Included statement.

No specifications were provided to Mowrey. This quote includes a holeless hydraulic elevator requiring a legal machine room with a minimum size of 7'-0" x 7'-0" and our standard cab wall and ceiling finishes. Any other elevator type or finishes will require additional pricing. A minimum 12'-6" clear overhead is required.

Please note, lead time to manufacture equipment is approximately 14 to 16 weeks upon receipt of approved submittals and fully executed contract. This lead time does not include installation.

IBC 1009.8 Two way communication at elevator landings, crane service (if required) and flooring is by other. **Visual Communication System requires an Internet connection by other.**

This quote is good for 60 days.

Bond, if required, add 3.5%.

Our bid does not meet HUD prevailing wage rates or Davis Bacon rates unless specified on bid sheet.

Please contact this office for Value Engineering.

Mowrey will not comply with Covid vaccine mandates.

Thank you for your consideration. If you should have any questions, please do not hesitate to contact this office.

Sincerely,

Grace Bush

Grace Bush, Construction Sales Manager
Mowrey Elevator Company of Florida, Inc.
grace@mowreyelevator.com
800-441-4449 ext. 136

**** By accepting this Quote, you are acknowledging and accepting that this Quote, Work Not Included sheet and our standard Insurance will be included in all future binding contract(s)****

850.526.4111 • 800.441.4449 • 850.526.2375 fax | 4518 lafayette street • marianna • florida 32446

www.mowreyelevator.com



Work Not Included

Note to purchaser: The following lists of items are usually and customarily not provided by any elevator contractor. *We include this as part of our quote to make sure there are no misunderstandings at a later date.*

This proposal does not include the following work, and is conditioned on the proper performance of such work by the General Contractor or other Subcontractors.

A legal hoistway, properly framed and enclosed. Including a pit of proper depth, provided with sump pump, lights, access doors and waterproofing, as required. A legal machine room that is adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 70 degrees minimum / 90 degrees maximum. Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. This quote includes Seismic 1 requirements unless otherwise specified on bid sheet.

All sill supports and sill recesses. Grouting of door sills and door frames. Provide removable temporary enclosures or other protection from open hoistways during the time the elevator is being installed. Proper trenching and backfilling for any underground piping or conduit. Cutting of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Setting of anchors and sleeves. Pocket or blockouts for signal fixtures. All fire caulking required to maintain fire rating.

Suitable connections from the power mains to each controller or starter as required, including necessary circuit breakers and fused mainline disconnect switches. Wiring to controller for car lighting and ventilation. Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. Wiring and conduit from life safety panel or any other monitor station to elevator machine room. A means to automatically disconnect the main line power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self resetting. Heat and smoke sensing devices at elevator lobbies on each floor with electrical conductors terminating at a properly marked panel in the elevator machine room. Emergency power supply, transfer switch and auxiliary contacts. Telephone connection to elevator hoistway. Telephone connection to elevator controller (remote diagnostics - no fixture). Where required by Code, Visual Communication system requires an Internet Connection by other.

All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Materials for adequate protection from damage to elevator. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes. Flooring by others. Rear entrances unless specified on bid sheet. Any governmentally required safety provisions not directly involved with the elevator installation. Will not accept liquidated damages. **Our bid does not meet HUD prevailing wage rates or Davis Bacon rates unless specified on bid sheet.** Mowrey will be responsible for our own debris clean up and no Clean Up charges will be accepted. Employees for composite clean up crews will not be provided.

The following applies only to standard in ground hydraulic elevator applications.

Proper location of Jack hole from building lines and adequate ingress and egress for mobile well drilling equipment, after final excavation and previous to the pouring of footings or foundation. Removal of all dirt and debris accumulated during excavation of the jack hole to be by the General Contractor. Crane service to set hydraulic cylinder by General Contractor. Grouting of piston. This quote includes a single piece piston unless specified on bid sheet. PVC pressure test. Should unusual conditions, anything other than normal dirt, be encountered during digging the cylinder hole, Contractor will be notified immediately and written authorization to proceed shall be provided to the Subcontractor. The contract price shall be increased by the amount of additional labor at Subcontractor's usual billing rates, and the actual cost of any additional materials plus 15%. Unforeseen conditions may affect drilling lead time.

In the event that any elevator(s) fail inspection because of incomplete or incorrect work by others, a five-hundred-dollar (\$500.00) re-inspection fee per elevator will be assessed. Further you will be required to pay the inspection company their current fee. Re-inspections will not be scheduled until a fully executed change is received by our office.

Any safety requirements beyond OSHA or any special training or documentation is to be provided by Contractor at no cost to Mowrey.

**** By accepting this Quote, you are acknowledging and accepting that the Quote, this Work Not Included statement and our standard Insurance will be included in all future binding contract(s)****



GROUND LEASE AGREEMENT

(Public Entity)

This Ground Lease Agreement ("Agreement") is made this ____ day of _____ 2023 by and between _____, whose address is _____, ("Lessor") and LIVEOAK FIBER, LLC, a Delaware limited liability company, whose address is 808 Gloucester Street, Brunswick, Georgia 31520 ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property located at _____, as more particularly described and depicted in Exhibit A attached hereto and made a part hereof which is approximately _____ () square feet in area (the "Leased Premises"); and,

WHEREAS, Lessee desires to use the Leased Premises to locate its communications equipment and ancillary facilities and improvements, described hereinafter for the purpose of providing internet services to the surrounding areas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **LEASE AND USE.** Lessor hereby leases to Lessee the Leased Premises for the purpose of installing, maintaining, replacing, adding and operating its communications equipment together with ancillary facilities and equipment related thereto, including but not limited to wires, cables, conduits, pipes, utility cabinet/hut structures, emergency power generators, and electric, fiber, gas, and other utility connections to provide internet services to the surrounding area and uses incidental thereto ("Use").

2. **INITIAL TERM.** This Agreement shall be effective as of the later signature of the Parties ("Effective Date"), provided however, the initial term shall be for ten (10) years beginning on the _____ day of _____ 2023 ("Commencement Date") and terminating on the ____ day of _____ 202__ (the "Initial Term").

3. **RENEWAL TERM(S).** The Initial Term under this Agreement shall automatically be extended for ____ () additional ten (10) year terms ("Renewal Term(s)") unless Lessee gives Lessor written notice of its intent to terminate at least three (3) months prior to the expiration of the then current term. The Initial Term and any Renewal Term(s) shall be collectively referred to herein as the "Term." Each Renewal Term(s) shall be on the same terms and conditions as set forth in this Agreement.

4. CONSIDERATION. The total rental payment for the entire Initial Term in the amount of _____ (\$ _____) Dollars shall be due and payable on the Commencement Date to Lessor at _____. Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee a completed, current version of Internal Revenue Service Form W-9, or equivalent prior to the Commencement Date of the Initial Term and any Renewal Term. The total rental payment for any Renewal Term in the amount of _____ (\$ _____) Dollars shall be due and payable on the first day of any such Renewal Term(s) to Lessor at the address stated above.

5. ACCESS. Lessee shall at all times during the Term of this Agreement have ingress, egress and access to the Leased Premises from an existing improved public road which shall be adequate to service the Leased Premises.

6. UTILITIES. Lessee shall have the right to install all utilities necessary for Lessee's intended Use, at Lessee's sole expense, on the Leased Premises and shall be responsible for all charges for the usage of such utilities.

7. IMPROVEMENTS AND DISCHARGE OF LIENS.

a. The communications equipment including, without limitation, the utility cabinet/hut structure, conduits, cables, fencing, wires, generators and other screening, and other improvements shall be constructed and installed at Lessee's expense and such construction and installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify its communications equipment, utility cabinet/hut structure, conduits, cables, fencing, wires, generators and other screening, or other improvements or any portion thereof at no additional cost to Lessee. Lessee shall only be required to obtain Lessor consent for modifications that increase the size of the Leased Premises. Lessor shall respond in writing to any Lessee consent request within thirty (30) days of receipt or Lessor's consent shall be deemed granted, provided, any material modifications to the Leased Premises shall be memorialized by the Parties in writing. Lessor is not entitled to a rent increase associated with any Lessee modification unless it is increasing the size of the Leased Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Leased Premises.

b. Lessor's interest in the Leased Premises shall not be subject to liens for improvements made by the Lessee, and Lessee shall have no power or authority to create any lien or permit any lien to attach to the Leased Premises or to the present estate, reversion or other estate of Lessor in the Leased Premises herein demised or other improvements thereon as a result of improvements made by Lessee or for any other cause or reason. All materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Lessee with respect to the Leased Premises or any part thereof, are hereby charged with notice that such liens are expressly prohibited and that they must look solely to Lessee to secure payment for any work done or material furnished for improvements by Lessee or for any other purpose during the term of this Agreement. Lessee shall indemnify Lessor against any loss or expenses incurred as a result of the assertion of any such lien, and Lessee covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within ten (10) days of the assertion of any such lien or claim of lien. Lessee shall advise all persons furnishing designs, labor, materials

or services to the Leased Premises in connection with Lessee's improvements thereof of the provisions of this paragraph.

8. APPROVALS AND PERMITTING. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any federal, state or local authorities (collectively, the "Government Entities") as well as environmental studies, or any other due diligence Lessee chooses that will permit Lessee's Use of the Leased Premises as set forth hereinabove. Lessor shall cooperate with Lessee in its effort to obtain and maintain any Government Approvals.

9. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines any site analysis is unsatisfactory; (v) Lessee, in its sole discretion, determines the Use of the Leased Premises is obsolete or unnecessary; (vi) with three (3) months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in Lessee's sole discretion.

10. INDEMNIFICATION. Subject to paragraph 11, Lessee and/or any successor and/or assignees of Lessee, shall indemnify and hold harmless Lessor, and/or any successors and/or assignees of Lessor, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of Lessor, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Lessor, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by Lessor. Lessor will provide Lessee with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. Lessor will cooperate appropriately with Lessee in connection with Lessee's defense of such claim. Lessee shall defend Lessor, at Lessor's request, against any claim with counsel reasonably satisfactory to Lessor. Lessee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of Lessor and without an unconditional release of all claims by each claimant or plaintiff in favor of Lessor. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Lessee agrees to acquire and maintain during the term of the lease under this Agreement the following insurance policies:

a. Commercial general liability insurance against claims for "personal injury" or property damage liability with a limit of not less than One Million and 00/100 (\$1,000,000.00) Dollars in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence.

b. Worker's Compensation coverage in compliance with Federal and/or State laws and Employer's Liability with a minimum limit of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence.

c. Business Auto Liability covering autos of the Lessee, including owned, hired and non-owned autos, or Bodily Injury and Property Damage with a combined single limit of One Million and 00/100 (\$1,000,000.00) Dollars each occurrence.

Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises provided that all of the foregoing requirements are satisfied. The Lessee shall name Lessor as an additional insured as its interest may appear in regards to the aforementioned policies and shall furnish Lessor with a certificate of insurance upon request.

12. WAIVER. Except for indemnification pursuant to paragraphs 10, 16 and 22, or a violation of law, in no event shall Lessor or Lessee be liable to the other, or any of their respective agents, representatives, or employees, and Lessor and Lessee hereby waive, to the fullest extent permitted under applicable law, the right to recover for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise.

13. REMOVAL UPON TERMINATION. Within one hundred twenty days (120) days of the expiration or earlier termination of this Agreement, Lessee shall remove all of Lessee's fixtures, improvements, equipment and personal property situated on the Leased Premises ("Lessee's Property") and restore the Leased Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that Lessee's Property shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

14. LESSOR'S REPRESENTATIONS. Lessor hereby represents and warrants to Lessee that: (i) to the extent applicable, Lessor is duly organized, validly existing, and in good standing in the jurisdiction in which Lessor was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Lessor has the full power and authority to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person(s) executing this Agreement on behalf of Lessor, have the authority to enter into and deliver this Agreement on behalf of Lessor; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Lessor of this Agreement; (iv) Lessor is the sole owner of the Leased Premises; (v) to the best of Lessor's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises which do or could (now or any time in the future) adversely impact, limit, and/or impair Lessee's rights under this Agreement; (vi) so long as Lessee performs its obligations under this Agreement, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises, and Lessor shall not act or permit any third person to act in any manner which would

interfere with or disrupt Lessee's business or frustrate Lessee's Use of the Leased Premises; (vii) Lessor will comply with all laws, rules, regulations, ordinances, building codes, and covenants and restrictions of record applicable to the Leased Premises during the term of this Agreement. The representations and warranties of Lessor made in this Section shall survive the execution and delivery of this Agreement. Lessor hereby does and agrees to indemnify Lessee for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Lessee as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Agreement.

15. ASSIGNMENT AND SUBLEASING. Lessee may sell, assign, or transfer this Agreement without approval or consent of Lessor. Lessee may sublet the Leased Premises within its sole discretion, upon notice to Lessor. Any sublease that is entered into by Lessee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. As to Lessor, this Agreement may not be sold, assigned, or transferred without the written consent of Lessee, which such consent will not be unreasonably withheld, delayed, or conditioned.

16. NOTICE. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Lessor:

Lessee: LIVEOAK FIBER, LLC
Attn: Gabrielle Jensen, Chief of Staff
808 Gloucester Street
Brunswick, Georgia 31520
Telephone: (912) 996-5047
Email: gabrielle.jensen@liveoakfiber.com

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

17. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within five (5) days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time,

if Lessor does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice.

18. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party in law or equity. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within thirty (30) days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

19. ENVIRONMENTAL HAZARDS. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Materials on, under or about the Leased Premises in violation of any law or regulation. Lessor represents and warrants to the best of its knowledge, without having conducted any independent investigation, (i) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, or about the Lease Premises in violation of any law or regulation, and (ii) that Lessor will not use, generate, store or dispose of any Hazardous Material on, under or about the Leased Premises in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify, and hold harmless the other and the other's partners, affiliates, agents, and employees against any and all losses liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty, or agreement, contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Leased Premises is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the expiration or termination of this Agreement.

20. GOVERNMENT REGULATIONS. Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force, and all regulations and other requirements or directives issued or made pursuant to any such ordinances and statutes.

21. CONDEMNATION. If a condemnation of any portion of the Leased Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to Lessee's communications equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

22. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, performance, and enforcement of this Agreement without reference to its choice of laws rules. Venue for any legal proceeding relating to this Agreement shall be in the proper state court located in Okaloosa County, Florida.

23. ATTORNEYS' FEES. In any action, suit or proceeding to enforce or interpret the terms of this Agreement or to collect any amount due hereunder the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorneys' fees, whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings.

24. TAXES AND ASSESSMENTS.

Lessor shall not at any time be responsible for any tax or assessment obligation of the Lessee due to this Agreement or Lessee's use of the Leased Premises. If Lessor undertakes any such payment on Lessee's behalf and Lessee does not pay Lessor the full amount within thirty (30) days of its receipt of an itemized invoice setting forth the amount due, Lessor may add the full amount due to all rent or fees due and owing to the Lessor under this Agreement until the full amount is fully reimbursed to the Lessor.

a. Lessee is responsible for paying any and all real estate taxes and special assessments which are levied, imposed or assessed upon or against the Leased Premises and against all or part of any permanent improvements and fixtures thereon during the term of this Agreement. Lessee is responsible for making any such payments to the responsible collection authority. If Lessor receives any notice as the owner of the property of any tax or special assessments, Lessor will deliver the notice to the Lessee and Lessee shall provide proof of payment within thirty (30) days of Lessor delivering the notice to Lessee.

b. Lessee shall pay all taxes due, levied or assessed against any of its equipment and other personal property located on the Leased Premises.

c. Lessee shall also pay with all rent due under this Agreement an amount equal to any tax on all amounts classified as rent which may be now or hereafter imposed by any lawful authority as sales, excise or use tax.

25. LESSOR'S COVENANT OF QUIET ENJOYMENT. Upon payment by Lessee of the rents provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Agreement.

26. MISCELLANEOUS.

a. No Waiver. The waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or

condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such a waiver be in writing by the waiving Party.

b. Severability. If any paragraph, clause, sentence, word, or provisions of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Agreement shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. Solely for Benefit of Parties. It is expressly understood and agreed that this Agreement and the covenants contained herein are for the sole benefit of Lessor and Lessee, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties; and it is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify or revoke or rescind this Agreement or any covenants herein contained in any writing and at any time.

d. Entire Agreement. This Agreement and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

e. Amendments. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of them.

f. Successors. All rights and liabilities herein given to, or imposed upon, the respective Parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said Parties.

g. Recording. Lessee shall not record this Agreement.

h. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which shall constitute one instrument. Furthermore, the Parties agree that: (i) this Agreement may be transmitted between them by electronical mail or facsimile; (ii) that this Agreement may be executed by digital signature or facsimile; and (iii) that digital or facsimile signatures shall have the effect of original signatures.

i. Sovereign Immunity. Nothing in this Agreement shall be construed or interpreted to be a waiver of the Lessor's sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to the Lessor. Nothing in this Agreement shall be construed as consent by the Lessor to be sued by third parties in any matter arising out of or related to this or any other agreement.

30. JURY TRIAL IS WAIVED. NEITHER LESSOR NOR LESSEE SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS AGREEMENT, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the dates indicated below to be effective for all purposes as of the date first above written.

LESSOR:

LESSEE:

LIVEOAK FIBER, LLC, a Delaware limited liability company

By: _____

Print name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
LEASED PREMISES LEGAL DESCRIPTION AND SURVEY

DESCRIPTION:

A PORTION OF LOT 18, BLOCK 14, PLAT 15 OF VALPARAISO AS RECORDED IN PLAT BOOK 1, PAGE 154, LYING IN SECTION 12, TOWNSHIP 1 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 00°54'34" EAST ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 89°05'26" EAST, 20.00 FEET; THENCE SOUTH 00°54'34" WEST, 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF ADAMS STREET (60 FOOT RIGHT OF WAY PER PLAT BOOK 1, PAGE 154); THENCE NORTH 89°05'26" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.01 ACRES (400.00 SQUARE FEET), MORE OR LESS.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT BEARING OF N89°05'26"W, ALONG THE NORTH RIGHT OF WAY LINE OF ADAMS AVENUE. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE.

EXHIBIT	Date: 10/30/23 ES		Certification Number LB2108 70240001
	Job Number: 70240	Scale: 1" = 40'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 1130 Highway 90 Chipley, Florida 32428 (850) 638-0790 info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
FOR POLY INC	 THOMAS K. MEAD P.S.M. REGISTERED LAND SURVEYOR Number 5624		

LOT 19
CITY OF VALPARAISO
PARCEL# 12-1S-23-253F-0014-019A
OFFICIAL RECORD BOOK 2169, PAGE 239

PLAT 15 OF VALPARAISO
PLAT BOOK 1, PAGE 154

BLOCK 14

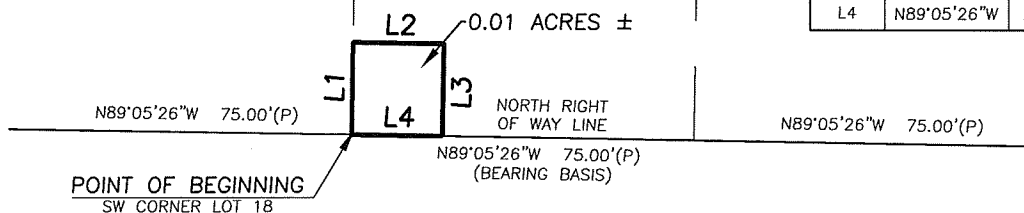
WEST LINE LOT 18
N00°54'34"E 217.35'(P)

LOT 18
CITY OF VALPARAISO
PARCEL# 12-1S-23-253F-0014-0180

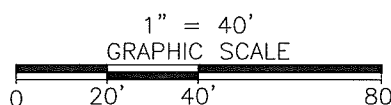
N00°54'34"E 191.96'(P)

LOT 17
CITY OF VALPARAISO
PARCEL# 12-1S-23-253F-0014-0170

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°54'34"E	20.00'
L2	S89°05'26"E	20.00'
L3	S00°54'34"W	20.00'
L4	N89°05'26"W	20.00'



ADAMS AVENUE
60' RIGHT OF WAY PER PLAT
BOOK 1, PAGE 154
PAVED ROADWAY



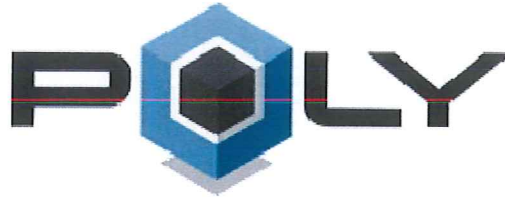
SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
1130 Highway 90
Chipley, Florida 32428
(850)638-0790

Certification Number LB2108

e-mail: www.southeasternsurveying.com

Drawing No. 70240001
Job No. 70240
Date: 10/30/23
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2



November 9, 2023

Ms. Tammy Johnson
City of Valparaiso
465 Valparaiso Pkwy
Valparaiso, FL 32580

Re: Lincoln Park Boat Ramp and
Dock Improvements

Dear Ms. Johnson,

Bids were received on November 8, 2023 for construction of Lincoln Park Boat Ramp and Dock Improvements. Three bids were received for this project. The lowest responsive, responsible bid was received from Loftis Marine, LLC of Pensacola, Florida in the amount of \$996,585.00. A tabulation of all bids is attached for your review.

It is my understanding that Loftis Marine, LLC has performed satisfactorily on similar work for various agencies/municipalities throughout the Panhandle. It is therefore our recommendation that The City of Valparaiso award the work to Loftis Marine, LLC in the amount of \$996,585.00, they have submitted the lowest responsive, responsible bid.

Sincerely,

POLY, INC.

A handwritten signature in cursive script that reads "Beth Brant".

Beth Brant, P.E.

Enc. (Certified Bid Tabulation)

Cc: File 58-032

TABULATION OF BIDS

City of Valparaiso

Lincoln Park Boat Ramp and Dock Improvements

JOB NO. 58-032

NOTE: BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.

Bid Date: Wednesday November 8, 2023

BASE BID

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	Lofis Marine		Property Image		H.G. Harders & Son, Inc.	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	1	LS	Contractor's Bonds and Insurance	\$82,250.00	\$82,250.00	\$31,028.00	\$31,028.00	\$32,450.00	\$32,450.00
2	1	LS	Mobilization and Other General Conditions	\$58,000.00	\$58,000.00	\$25,538.00	\$25,538.00	\$160,000.00	\$160,000.00
3	1	LS	Construction Layout and As-Built Surveys	\$15,000.00	\$15,000.00	\$21,737.00	\$21,737.00	\$12,500.00	\$12,500.00
4	1	LS	Construction Quality Control Testing	\$8,000.00	\$8,000.00	\$1,383.00	\$1,383.00	\$10,000.00	\$10,000.00
5	1	LS	Environmental Protections (Turbidity and Erosion Controls, etc.)	\$9,800.00	\$9,800.00	\$21,328.00	\$21,328.00	\$15,000.00	\$15,000.00
6	1	LS	Demobilization	\$18,000.00	\$18,000.00	\$10,974.00	\$10,974.00	\$50,000.00	\$50,000.00
7	1	LS	Cofferdam and Dewatering	\$154,250.00	\$154,250.00	\$138,325.00	\$138,325.00	\$482,875.00	\$482,875.00
8	1	LS	Earthwork	\$39,000.00	\$39,000.00	\$59,579.00	\$59,579.00	\$150,000.00	\$150,000.00
9	2,070	SF	Sheet Piling	\$36.00	\$74,520.00	\$20.16	\$41,731.20	\$60.50	\$125,235.00
10	61	CY	Cast-in-place Concrete	\$1,375.00	\$83,875.00	\$1,519.12	\$92,666.32	\$1,600.00	\$97,600.00
11	1,380	SF	Timber Pier Superstructure (Caps, Joists, Decking, etc.)	\$49.75	\$68,655.00	\$107.91	\$148,915.80	\$141.00	\$194,580.00
12	112	LF	Timber Pier Handrail	\$180.00	\$20,160.00	\$221.71	\$24,831.52	\$550.00	\$61,600.00
13	2,090	VLF	Timber Piles	\$54.00	\$112,860.00	\$40.30	\$84,227.00	\$106.50	\$222,585.00
14	4	EA	Regulatory Signage	\$275.00	\$1,100.00	\$263.50	\$1,054.00	\$1,250.00	\$5,000.00
15	1	EA	Monofilament Recycling	\$150.00	\$150.00	\$682.00	\$682.00	\$300.00	\$300.00
16	2	EA	Navigational Lighting	\$750.00	\$1,500.00	\$437.60	\$875.20	\$625.00	\$1,250.00
17	175	CY	6" FDOT Base Material (98% max density)	\$345.00	\$60,375.00	\$175.68	\$30,744.00	\$110.00	\$19,250.00
18	295	CY	10" FDOT Crushed Concrete	\$295.00	\$87,025.00	\$175.68	\$51,825.60	\$220.00	\$64,900.00
19	75	CY	Asphalt Type SP 9.5 (2.5" thick/165)	\$525.00	\$39,375.00	\$421.22	\$31,591.50	\$495.00	\$37,125.00
20	12,600	SF	Excavation of existing parking lot	\$1.90	\$23,940.00	\$4.67	\$58,842.00	\$1.86	\$23,436.00
21	3,100	SF	Sodding	\$2.50	\$7,750.00	\$3.30	\$10,230.00	\$2.48	\$7,688.00
22	1	LS	Parking Lot Striping	\$6,500.00	\$6,500.00	\$5,456.00	\$5,456.00	\$3,300.00	\$3,300.00
23	1	LS	Earthwork and Grading Existing Parking Lot	\$24,500.00	\$24,500.00	\$134,525.00	\$134,525.00	\$25,300.00	\$25,300.00
				As Read Aloud					
				\$996,880.00		\$1,028,037.00		\$1,801,974.00	
				\$996,585.00		\$1,028,089.14		\$1,801,974.00	

I hereby certify this to be a true and correct tabulation of bids.

Beth Brant, P.E. POLYMER CONCRETE
 2023

October 16, 2023

City of Valparaiso
465 Valparaiso Parkway
Valparaiso, Florida 32580

To Whom It May Concern:

We are respectfully requesting a special exception for the property located at 428 Edge Avenue, Valparaiso, Florida Parcel Number 12-1S-23-1140-0002-0030 to allow the structure to be utilized for commercial purposes as a hair salon and day spa. There exist extraordinary or exceptional conditions to this property that the literal application of the existing ordinances to this particular property do not allow it to be utilized for its best use.

The location adjacent to a major commercial throughfare along Government Avenue make the conditions peculiar to this particular property, and not to other such properties in the district, nor are they caused by any action or inaction of the owner or previous owners. Furthermore, this request is not based on the existence of any non-conforming uses by neighboring properties.

Due to the location of the property, relief if granted, would not cause detriment to the public welfare, or impair the intent of surrounding property uses. Thank you in advance for your consideration. Please let me know if you need anything else.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Olson". The signature is fluid and cursive, with the first name "Jessica" and last name "Olson" clearly distinguishable.

Jessica Olson
The Villa on Edge LLC

CITY OF VALPARAISO
ZONING ACTION APPLICATION

Select one or more of the following zoning requests by indicating with an "X".

☒ Special Exception
☐ Variance
☐ Land Development Code Amendment
☐ Re-zoning from _____ to _____
☐ Conditional Use
☐ Other
☐ Commission Review

Address of proposed zoning request 424 EDGE AVENUE

Name of Applicant TITE VILLA ON EDGE LLC
Address of Applicant 1604 OAKMOUNT CIRCLE NICHOLS, IL 32578
Contact Person JESSICA OLSON
Phone No. 716-4481 Fax No. _____

Name of Property Owner JESSICA OLSON
Address of Property Owner 1604 OAKMOUNT CIRCLE NICHOLS, IL 32578
Phone No. 716-4481 Fax No. _____

Name of Attorney NA
Address of Attorney _____
Phone No. _____ Fax No. _____

Address of property proposed for zoning request or Legal Description of property and plat:

12-15-25-1140-0002-0030

Current Zoning Classification R-1A

Does this property have restrictive covenants? NA (If yes, please attach a true copy of the restrictive covenants).

Has any zoning action request for this property ever been made before? NA (If yes, please attach a true copy of all decisions of the Planning Commission and of the Board of Mayor and Commissioners).

Planned use of property: 204 SPA + 1000 SAWN
(Attach plans showing property boundaries, relation to streets, ingress and egress to the facilities and off street parking).

By signing this application, it is understood and agreed that permission is given the City of Valparaiso to place a sign on said property, giving notice to the public that said property is being considered for zoning action. It is further understood that after a hearing has been held or a determination made, that said sign may be removed from the owner's property by the City of Valparaiso, or it may remain until the case is finalized, if deemed necessary. Be it further understood by the applicant that removal of the sign before the hearing will constitute a withdrawal by the petitioner, and the case will not be heard.

It is further understood and agreed upon by the applicant, and permission is hereby granted to the City Administrator, to call for inspections, investigations and/or evaluation reports pertaining to said property to be made by the appropriate agencies. In the event such investigations, etc., disclose this property does not meet the requirements for the proposed usage, then this request will be held in abeyance until such time as those requirements are met and/or evidence of such is submitted.

By signing this application, I acknowledge that the above information is true, correct and complete to the best of my knowledge.

Jessica Olson
Applicant

Jessica Olson
Property Owner

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, who acknowledged that _____ signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the _____ day of _____, 200_.

NOTARY PUBLIC

My Commission Expires:

Public Hearing

The City of Valparaiso Planning Commission will hold a Public Hearing to consider a special exception request for the residential property described as 428 Edge Avenue, parcel number 12-1S-23-1140-0002-0030. The Hearing will be on November 7, 2023, at 6:00 PM in the Commission Chambers at City Hall (465 Valparaiso Parkway).

Requested Actions

The owner of the property described as 428 Edge Avenue, parcel number 12-1S-23-1140-0002-0030 has requested that a special exception be granted to allow for commercial usage of this particular lot. All interested persons are invited to attend and be heard concerning this variance request. Any person who decides to appeal any decision by the City of Valparaiso Planning Commission with respect to this matter will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Valparaiso adheres to the ADA. Anyone requiring special accommodations is asked to contact City Hall (729-5402) at least two business days before this advertised meeting so arrangements can be made.

Tammy Johnson, CMC
City Clerk

10/24/23; 11/1/23; #9419056

CITY OF VALPARAISO REQUEST FORM FOR
VACATION OF RIGHT-OF-WAY

Name: Benjamin D Smith

Mailing Address: 418 Government Avenue

Phone Number: 850-694-9582.

Date: 03 September 2023

Address of property where Vacation of Right-of-Way is being requested:

Lansing Street directly behind Kodiak Tree Service, Address above

The following must be provided before a public hearing can be scheduled. Code of Ordinances Section 130-2(d).

The requested vacation is consistent with the Comprehensive Plan.

The ROW does not provide sole access to the property. Remaining access shall not be by easement.

The proposed vacation would not jeopardize the current or future location of any utility.

The proposed vacation is not detrimental to the public interest.

****NOTE** An application fee of \$800.00 is due when the application is submitted.**

Benjamin D Smith
Signature

CITY OF VALPARAISO
ZONING ACTION APPLICATION

Select one or more of the following zoning requests by indicating with an "X".

_____ Special Exception
_____ Variance
_____ Land Development Code Amendment
_____ Re-zoning from _____ to _____
_____ Conditional Use
_____ Other
_____ Commission Review

Address of proposed zoning request _____

Name of Applicant Benjamin David Smith
Address of Applicant 418 Government Avenue
Contact Person Ben
Phone No. 850-699-9582 Fax No. _____

Name of Property Owner Benjamin D Smith
Address of Property Owner 418 Government Avenue
Phone No. 850-699-9582 Fax No. _____

Name of Attorney _____
Address of Attorney _____
Phone No. _____ Fax No. _____

Address of property proposed for zoning request or Legal Description of property and plat:
Beginning of Lansing Street off Clearwater directly behind
Kodiak Tree Service, 418 Government Ave

Current Zoning Classification _____

Does this property have restrictive covenants? No (If yes, please attach a true copy of the restrictive covenants).

Has any zoning action request for this property ever been made before? No (If yes, please attach a true copy of all decisions of the Planning Commission and of the Board of Mayor and Commissioners).

Planned use of property: Property Expansion
(Attach plans showing property boundaries, relation to streets, ingress and egress to the facilities and off street parking).

By signing this application, it is understood and agreed that permission is given the City of Valparaiso to place a sign on said property, giving notice to the public that said property is being considered for zoning action. It is further understood that after a hearing has been held or a determination made, that said sign may be removed from the owner's property by the City of Valparaiso, or it may remain until the case is finalized, if deemed necessary. Be it further understood by the applicant that removal of the sign before the hearing will constitute a withdrawal by the petitioner, and the case will not be heard.

It is further understood and agreed upon by the applicant, and permission is hereby granted to the City Administrator, to call for inspections, investigations and/or evaluation reports pertaining to said property to be made by the appropriate agencies. In the event such investigations, etc., disclose this property does not meet the requirements for the proposed usage, then this request will be held in abeyance until such time as those requirements are met and/or evidence of such is submitted.

By signing this application, I acknowledge that the above information is true, correct and complete to the best of my knowledge.

Benjamin D Smith
Applicant

Benjamin D Smith
Property Owner

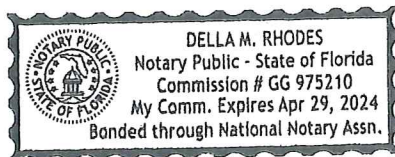
STATE OF Florida
COUNTY OF Okaloosa

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Benjamin D. Smith, who acknowledged that _____ signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 5th day of Sept, 2023

Della M. Rhodes
NOTARY PUBLIC

My Commission Expires:



☒ Physical Presence
OF
☐ Online Notarization

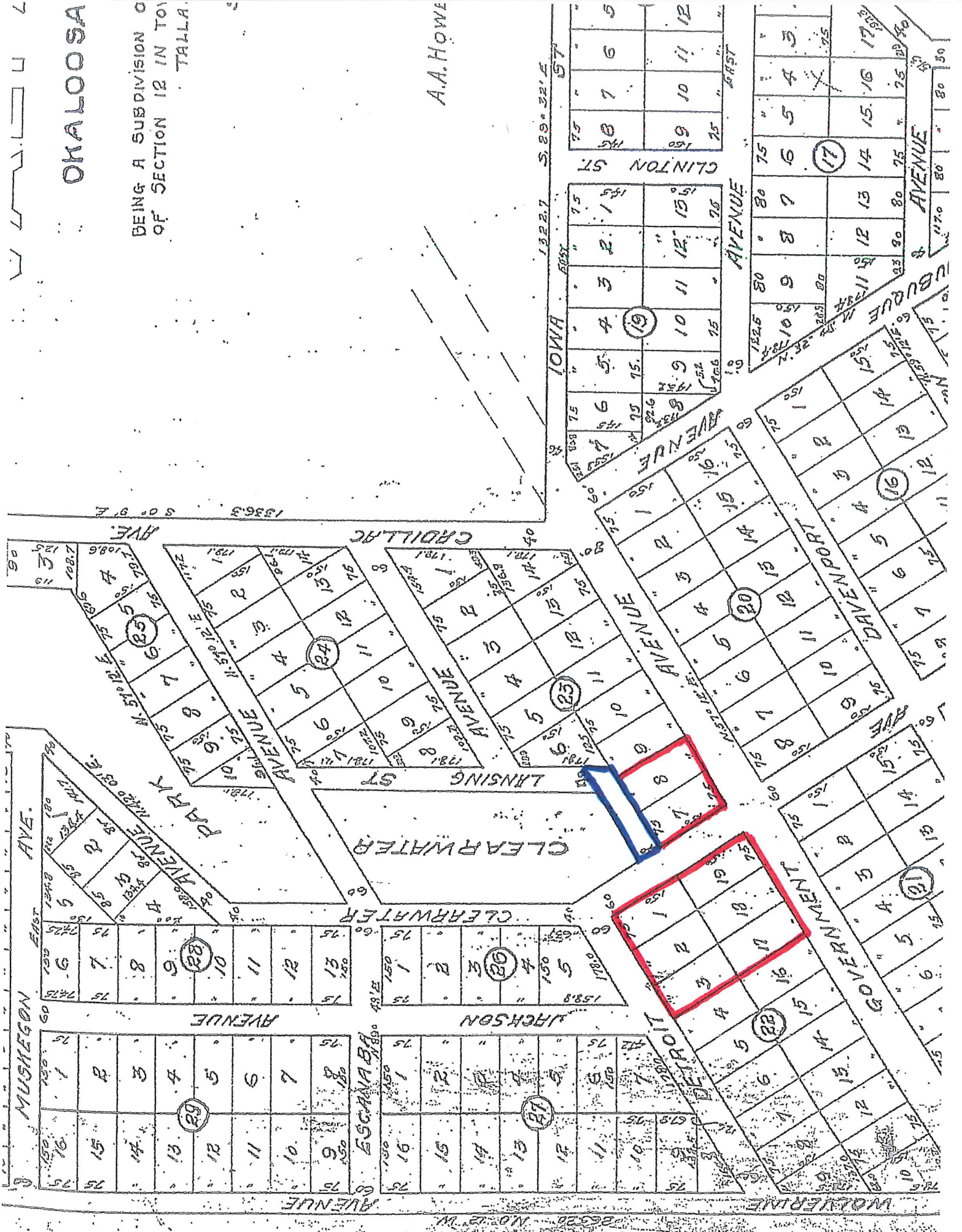
☐ Personally Known
☒ Produced Identification
Type of Identification Produced
FL DL

90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

OKALOOSA

BEING A SUBDIVISION OF
OF SECTION 12 IN TOWNSHIP 12 N
RANGE 12 E
TALLAHASSEE COUNTY, FLORIDA

A.A. HOWE



ORDINANCE NO. 722

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA, ESTABLISHING THE OFFICE OF THE CITY MANAGER OF VALPARAISO, FLORIDA; ESTABLISHING TERMS OF APPOINTMENT, REMOVAL, COMPENSATION, AND RESIDENCY REQUIREMENTS; ESTABLISHING AUTHORITY, DUTIES, AND QUALIFICATIONS FOR CITY MANAGER; PROVIDING FOR ABOLISHMENT OF THE OFFICE OF THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Valparaiso, Florida is a duly constituted municipality having power and authority pursuant to the Florida Constitution and Chapter 166, Florida statutes; and

WHEREAS, the City of Valparaiso City Charter established a commission form of government which combines both executive and legislative powers in the governing board of the Valparaiso, Florida city commission; and

WHEREAS, Article IV, Section 2 of the Valparaiso City Charter provides in part that each commissioner shall appoint such person(s) necessary for carrying on the administration of the city government under their respective departments; and

WHEREAS, Article V, Section 5 allows the city commission to create such offices and appointment such additional officers and employees necessary for the good governance of the city; and

WHEREAS, the City Commission has determined that a hybrid form of government that would retain both executive and legislative powers with the commissioners, and establish the office of a city manager as an executive branch officer who will exercise those shared executive powers, authority, and duties as may be assigned, modified, or removed from time-to-time by the city commission; and

WHEREAS, the City Commission finds that the provisions of this ordinance would retain the commission form of government and allow for better and more efficient governance for the City of Valparaiso.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA:

SECTION 1. The "WHEREAS" clauses above are incorporated herein as the legislative findings of the City Commission.

SECTION 2. This Ordinance shall create the Office of the City Manager of Valparaiso, Florida, establish the terms of the appointment, removal,

compensation, and residency requirement of the executive officer known as the Valparaiso City Manager; set forth qualifications for the City Manager; define the powers, authority, and duties of the City Manager; and set forth the terms under which this ordinance may be repealed and the Office of the City Manager be abolished, and accordingly, the Valparaiso City Code shall be amended to read as follows:

Sec. XX-XX. – Appointment; Removal; Compensation; and Residency for City Manager.

- (1) Appointment. The city commission shall be responsible for the appointment of a city manager. Such appointment of the city manager shall be by an affirmative vote of three (3) commissioners.
- (2) Removal. The city commission may remove the city manager by an affirmative vote of three (3) commissioners.
- (3) Compensation. Compensation for the city manager shall be established by the City Commission prior to appointment and may be adjusted from time to time at the discretion of the city commission.
- (4) The City Commission may require as a condition of employment the city manager shall reside in the City of Valparaiso, Florida.
- (5) The terms of any appointment, removal, compensation, and residency requirements for the city manager shall be reduced to a written contract prepared by the City Attorney and approved by the City Commission.

Sec. XX-XX. – Qualifications of City Manager

The City Manager shall possess the requisite knowledge and experience as the City Commission deems appropriate. Qualifications to consider shall include, but not be limited to:

- (a) Degrees or certifications earned from an accredited higher learning institution;
- (b) Managerial experience with a preference for management in local government administration;
- (c) A minimum of three (3) years of experience as a local government administrator or city manager with supervision of various local government departments;
- (d) Knowledge in some or all of the following employee relations, utilities, city maintenance, land use, planning, finance, public safety, parks and recreation;
- (e) Working knowledge of state, regional, and federal programs that work with or award grants to municipalities;

Sec. XX-XX – Duties of City Manager

- (1) The city manager shall attend all meetings of the city commission, with the right to participate and discuss affairs of the city.

(2) The city manager shall report to each commissioner as necessary, but no less than once a month to discuss the current conditions and status of any city department or function of the city.

(3) The city manager shall report the financial condition of the city and be required to develop a balanced annual city budget to include all departments of the city on or before August 31 of each year, and the city manager shall be responsible for proper administration of the annual budget and revisions upon adoption by the City Commission.

(4) The city manager shall present financial and activity reports as requested by the City Commission.

(5) The city manager shall be responsible for arranging a financial audit of the city's finances by a certified public accountant or accounting firm, the selection of whom shall be approved by the city commission.

(6) The city manager shall assist the auditors and the city clerk or finance director in the preparation of a comprehensive annual financial report in accordance with state law.

(7) The city manager shall prepare and maintain job descriptions for all employees of the City of Valparaiso (excluding any charter officers) and recommend salaries and salary adjustments in accordance with city personnel policies.

(8) The city manager shall, with the assistance of department heads or department supervisors, determine the work schedules of city personnel.

(9) The city manager, through the department heads or department supervisors, determine day-to-day work schedules of city personnel, to include all departments of the city. Employees of the city clerk's office and police department shall be included as city departments to the extent the city manager is aware of the work schedules of such employees as presented to the city manager by the city clerk and chief of police. Any differences of opinion regarding city personnel between the city manager and clerk or chief of police shall be presented to the city commission.

(10) The city manager shall supervise the receipt, recording and responding to complaints related to city services, and develop solutions when possible to address such complaints. If the city manager is unable to resolve the complaint or outstanding issue, the complaint or issue shall be submitted to the city commission for consideration and action.

(11) The city manager shall develop and prepare a permanent file which shall include a complete description of all city properties and improvements located on such properties, and an annual inventory of all city personal property (i.e. furniture, fixtures, equipment, motor vehicles, etc.).

(12) The city manager shall coordinate maintenance and care of all city

property, monitor the use of any city property by any other person, group or agency and report any issues to the city commission.

(13) The city manager shall confer with the city attorney on all legal matters involving the city including all leases, contracts, agreements, and potential matters that may result in or have resulted in litigation against the city and make recommendations pertaining thereto.

(14) The city manager shall be responsible for hiring employees of the city that are budgeted by the City Commission, except for any positions that report directly to the City Commission or are otherwise hired or appointed by a manner set forth in the City's Charter or city code. The hiring of city employees by the city manager shall follow all rules and regulations set forth in the city's personnel policies, along with any instructions voted on by the City Commission.

(15) The city manager shall have the power to:

(a) terminate any city employee that the city manager had the ability to hire, or any employee otherwise appointed or hired by the City when termination of that employee is not exclusively reserved to the City Commission. Any termination of an employee by the city manager shall be done in accordance with the City's personnel policies and upon the determination that said termination is necessary and appropriate; and

(b) suspend any city employee, with or without pay. Any suspension of an employee by the city manager shall be done in accordance with the City's personnel policies and upon the determination that said termination is necessary and appropriate.

Any termination or suspension of an employee made by the City Manager may be overturned by the City Commission upon a majority vote. This does not create a duty for the City Commission to take any action on or deliberate to take such action to overturn a decision to terminate or suspend an employee made by the city manager.

(16) The city manager shall insure that all laws, ordinances, resolutions, policies and acts of the City Commission, subject to the city manager's discretion and supervision, are faithfully executed.

(17) The city manager shall sign and execute contracts on behalf of the city upon approval by the City Commission.

(18) The city manager shall hold meetings with department heads and supervisors on a monthly basis.

(19) The city manager shall perform such other duties as may from time to time be prescribed by the City Commission.

SECTION 3. CITY MANAGER SHALL HAVE THE SAME STATUS, AUTHORITY, POWER, AND DUTIES AS CITY ADMINISTRATOR

The City Manager shall have the same status, authority, power, and duties as the "city administrator" under the Valparaiso Code of Ordinances and the

Land Development Code. Accordingly, those areas in the code of ordinance or land development code which refer to the city administrator will be handled by the city manager.

SECTION 4. ABOLISHING OFFICE OF THE CITY MANAGER

The City Commission upon a unanimous vote of five (5) to zero (0) may abolish the office of the city manager.

SECTION 5. SEVERABILITY

The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph section or clause is adjudged unconstitutional or invalid by any court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

SECTION 6. CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. CODIFICATION.

The sections of the Ordinance are to be made a part of the City of Valparaiso's Code of Ordinances and may renumbered or re-lettered, and the word "ordinance" may be changed to "section" or "article" or any other appropriate word.

SECTION 8. EFFECTIVE DATE

This ordinance shall become effective immediately upon adoption.

ADOPTED IN SESSION THIS _____ DAY OF _____, 2023.

Hubert B. Smith
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance No. 722

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA, ESTABLISHING THE OFFICE OF THE CITY MANAGER OF VALPARAISO, FLORIDA; ESTABLISHING TERMS OF APPOINTMENT, REMOVAL, COMPENSATION, AND RESIDENCY REQUIREMENTS; ESTABLISHING AUTHORITY, DUTIES, AND QUALIFICATIONS FOR CITY MANAGER; PROVIDING FOR ABOLISHMENT OF THE OFFICE OF THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Valparaiso is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Valparaiso hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This Ordinance shall create the Office of the City Manager of Valparaiso, Florida, establish the terms of the appointment, removal, compensation, and residency requirement of the executive officer known as the Valparaiso City Manager The public purpose is to provide better municipal services to the citizenry and have municipal government run more efficiently.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur (**None**);
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible (**None**); and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. (**None**)

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Zero

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 723

AN ORDINANCE OF THE CITY OF VALPARAISO REVISING ARTICLE XII. ELECTORS AND ELECTIONS, SECTION 7, OF THE VALPARAISO CODE OF ORDINANCES AND PROVIDING FOR (1) FINDINGS, (2) SEVERABILITY, (3) REPEAL OF CONFLICTING ORDINANCES, AND (4) AN EFFECTIVE DATE.

WHEREAS, the Okaloosa County Supervisor of Elections has addressed the City and other municipalities located within Okaloosa County regarding holding a county-wide municipal election day and, in years that the Presidential Preference Primary is held, allowing municipalities to hold their elections at the same time at substantial cost savings to the municipalities and greater convenience for the voters; and

WHEREAS, the City of Valparaiso has a City-wide general election scheduled for 2024; and

WHEREAS, there is a cost-savings to Valparaiso taxpayers in moving the City-wide general elections to a date concurrent with the statewide election; and

WHEREAS, pursuant to Section 101.75, Florida Statutes, any municipality whose election is scheduled to be held in March 2024 may, by Ordinance, move the date of the general municipal election in 2024 to a date concurrent with the presidential preference primary; and

WHEREAS, the City Commission of the City of Valparaiso finds that the welfare of the citizens of Valparaiso will be promoted by amending Article XII Section 7, of the Code of Ordinances,

NOW THEREFORE, Be it ordained by the Mayor and City Commission of the City of Valparaiso, Florida:

Section 1: FINDINGS:

The foregoing recitals are hereby confirmed and adopted as if repeated verbatim.

Section 2:

The Valparaiso Code of Ordinances Article XII, Section 7 is hereby amended as follows with underlining indicating the new ordinance language and strike-throughs indicated deleted language:

Time of elections.

The general elections of the City of Valparaiso in Okaloosa County shall be held on the first Tuesday following the second Monday in January, 1978, and every other year thereafter, and the officers then elected shall be sworn into office on the Tuesday following the election at 12:00 noon. In Presidential election years the City of Valparaiso municipal elections will be held in conjunction with the Presidential Preference Primary. In those cases where only one person qualifies for an elective office and therefore has no opposition, that person shall be deemed elected and it shall not be necessary to place their name on the ballot. In those cases in which there is no opposition for any elective office scheduled to be filled at the same time, it shall not be necessary to hold an election. The two incumbent commissioners shall serve their full term of office. The two newly elected commissioners of the March 19, 2024, ~~March 17, 2020~~ election will take office at noon on March 26, 2024 ~~March 24, 2020~~. The qualifying period for candidates seeking election to office in 2024 ~~2020~~ shall open at noon on Monday, January 8, 2024, ~~January 6, 2020~~, through noon on Friday, January 12, 2024 ~~January 10, 2020~~.

Section 3: SEVERABILITY

The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph or section or clause is adjudged to be unconstitutional or invalid by any court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

Section 4: CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: EFFECTIVE DATE

This ordinance shall become effective immediately upon passage.

ADOPTED IN SESSION THIS 13TH DAY OF NOVEMBER, 2023.

Hubert B. Smith
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NO. 723
AN ORDINANCE OF THE CITY OF VALPARAISO REVISING
ARTICLE XII. ELECTORS AND ELECTIONS, SECTION 7, OF
THE VALPARAISO CODE OF ORDINANCES AND PROVIDING FOR (1) FINDINGS, (2)
SEVERABILITY, (3) REPEAL OF CONFLICTING ORDINANCES, AND (4) AN
EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Valparaiso is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above applies, the City of Valparaiso hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The Okaloosa County Supervisor of Elections has addressed the City and other municipalities located within Okaloosa County regarding holding a county-wide municipal election day and, in years that the Presidential Preference Primary is held, allowing municipalities to hold their elections at the same time at substantial cost savings to the municipalities and greater convenience for the voters.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur; N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and N/A

(c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs. N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Zero

4. Additional information the governing body deems useful (if any):

N/A

PUBLIC WORKS MONTHLY ACTIVITIES REPORT

October 2023

CEMETERY

- Mowed, weedeated, edged, blew, removed debris, trim trees and bushes
- Met with families—7
- Made funeral arrangements—1
- Oversaw funeral operations—1
- Performed inurnment of cremains—1
- Installed VA marker—1
- Raised lot pins in new section
- Oversaw cement & chip installation--1

SHOP TRADES WORKER

- All City facilities----Quarterly change out of all air filters and cleaned out contaminated lines
- Commission Chambers—Hung picture
- Florida Park—Reset toilet in men’s restroom
- T-Pier
 - Replaced spindles on pier
 - Reattached tank to toilet

PARKS

- Mowed, weedeated, pulled weeds, blew, removed debris all city parks/ building & city ROWs & medians
- Florida Park—Pressure washed restrooms & playground equipment
- Lincoln Park—Pressure washed restrooms & walkway, blew off street
- TJ Brooks—Spread mulch

STREETS

- **SIGN MAINTENANCE**
 - Replaced traffic signs—3
 - Replaced street name sign—1
 - Straightened & leveled stop sign that was hit—1
 - Made & installed Senior Center signs--3
 - Cleaned signs—2
- **TREE MAINTENANCE**
 - Cut low/ overhanging tree branches in 8 locations
 - Cut back limbs in 2 locations
 - Spread mulch at TJ Brooks Park
- **ROW MOWING**
 - Mowed ROWs in 4 locations
- **DOT MOWING**
 - Hwy 85—Mowed
- **STREET MAINTENANCE**
 - Roads graded—6
 - Filled potholes in 1 location
 - Lincoln Park—Graded sand back to sidewalk 2 times
 - Installed asphalt at Trinity Presbyterian Church
- **STORMWATER**
 - Mowed ponds—2
 - Washout repairs—1

- Storm drain repair—1
- Changed dog waste stations 2 times, removing 300 lbs of debris
- Cleaned boat ramps 1 time
- **STREET SWEEPING**
 - Miles of residential streets swept: 28
 - Lbs of debris removed: 2,400
- **MISC/ SHOP**
 - Picked up garbage truck at Empire Truck Sales after repair
 - V-35—oil change
 - V-30—oil change
 - V-44—washed
 - Bucket truck—removed hydraulic cylinder and transported to repair shop
 - Fire Dept—changed oil on 2 vehicles
 - Drained oil tank in pit
 - New Streets trailer—installed racks on walls
 - Fuel pump—connected all wires to ground rod
 - Cleaned, oiled, fueled and sharpened chainsaws, pole saws and hedgers 3 times
 - Removed road kill--2
- **Assisted Depts**
 - Assisted Water & Sewer
 - Adams Ave-Cleaning sewer line
 - N Bayshore Ext—moving water line

SANITATION

- 17176.53 Tons (353,060 lbs.) of Household Trash collected
- 33.86 Tons (67,720 lbs.) of Roadside Bulk collected
- Number of trips to the dump: 45
- 520 Yds. of yard waste has been taken to landfill
- Number of trips to Landfill: 26
- Delivered 3,860 lbs of aluminum to the recycling center
- Trash cans changed out: 4

WATER/ SEWER

- **REGULATORY COMPLIANCE SAMPLING**
 - Monthly Bacteriological sampling
 - Static Water Levels
- Locates—90
- Manually read meters—86
- Meters replaced—31
- Nodes replaced—26
- Check meter for leaks/ issues—4
- Repaired water leaks—4
- Turned water on—3
- Registers reattached--2
- Installed hydrant meter—1
- Checked residential pressure—1
- Repaired leak on backflow--1
- Replaced meter box lid—1
- Weekly hydrant flushes—5
- Monthly hydrant flushes—5
- Quarterly hydrant flushes--11

- FH Operation & Maintenance—2
- Installed blue road marker & grease fitting on 1 hydrant
- Well 4—repaired Cl2 system
- Sewer calls—2
- Locate Lincoln Ave sewer laterals for contractor
- Lift Stations inspected—18
- Lift Stations cleaned—5
- Lift Station 3—repaired water break
- Lift Stations weedeated & blown—8

Support Staff

- **REGULATORY COMPLIANCE REPORTING**
 - Prepared & sent Sept 2023 Monthly Operational Report (MORs) to FDEP & Poly, Inc
- **RECORDS MAINTENANCE**
 - Produced Static Water Level Report for Oct
 - Updated Water Distribution Log throughout Oct
 - Updated Disinfection Residual report for Oct
 - Recorded Water Uses/ Losses in FRWA spreadsheet
 - Produced Oct's Purge Data Report
 - Daily maintain record of all activities of depts in Public Works
 - Daily record phone calls received
 - Prepared Oct Public Works Activities Report
 - Format fuel sheets for Nov and disseminated
 - Pavilion signs made--5
- **WORK ORDERS GENERATED/ PROCESSED**
 - In-house work orders generated—109
 - Work orders processed from City Hall—21
 - Locate requests from Sunshine 811—97
 - Meter Leak Alert customers contacted—60
 - Meters/ Mi.Nodes commissioned—31
- Received 219 phone calls.
 - Cemetery—0
 - Parks—7
 - Sanitation—39
 - Shop—2
 - Streets—7
 - Water/ Sewer—46
 - Misc/ Other Depts—118