

AGENDA
CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING
VALPARAISO, FL
850-729-5402
October 9, 2023
6:00 PM

Invocation (Commissioner Crosby)
Pledge of Allegiance (Mayor Smith)

APPROVAL OF MINUTES

September 11 Workshop & September 11 Regular Meetings
September 12, & 25 Special Meetings

CITIZENS' CONCERNS (non-agenda items)

1. Resident
2. Non-resident

ACTION ITEMS/POTENTIAL ORDINANCES

1. Added Agenda Item
2. Approve 2023 Library Interlocal Agreement-----Attach 1
3. Senior Center/Community Center Building Use -----Attach 2
4. Ordinance No. 722 City Manager-----Attach 3
5. Ordinance No. 723 Municipal Election Date-----Attach 4
6. Proclamation National Pedestrian Awareness Month-----Attach 5
7. Resolution No. 14-10-09-23 Appoint & Reappoint Board Members FMPTF ----Attach 6

OLD BUSINESS

1. Update New City Hall Renovation
2. Legal Update

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 7
8. OCLOC Dinner Meeting, October 19
9. Disbursements
10. Etc.

Okaloosa County Public Library Cooperative 2024 Interlocal Agreement

This Interlocal Agreement ("Agreement") is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County, Florida.

WHEREAS, Section 163.01, Florida Statutes, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, Section 125.01(f), Florida Statutes, authorizes the County to provide libraries and cultural facilities and programs; and

WHEREAS, Section 166.021(1), Florida Statutes, authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and

WHEREAS, the County is an eligible political subdivision under Section 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.
2. **DEFINITIONS:**
 - a) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.
 - b) "Cooperative Coordinator" shall mean the employee of the Okaloosa County Public Library Governing Board who administers Cooperative headquarters and coordinates

Cooperative activities and who meets the requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.

- c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
 - d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
 - e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
 - f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
 - g) "Fiscal Year" shall mean budget year October 1-September 30.
 - h) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
 - i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
 - j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
 - k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
 - l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
 - m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
 - n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
 - o) "Service Area" shall mean all eligible residents of Okaloosa County
 - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.
3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.
4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2024 whichever comes first, and shall end or be renewed December 31, 2024 unless terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement subject to renewal and revision.

Recognizing the Agreement crosses two fiscal years (FY2024 and FY2025) but monetary allocation is distributed in FY2024, the allocation for FY2025 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 defines Dispensation of Property and Equipment. The termination and withdrawal shall be effective on the next succeeding December 31, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.
6. ADDITION OF NEW MEMBERS:
 - a) Libraries: Any library within Okaloosa County may become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative that meets the following minimum standards.
 - (1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.
 - (2) Be an established library with the physical facilities to securely house a library collection.
 - (3) Have an annual budget of at least \$40,000 as verified by the latest independent audit report and a continuous source of funding.
 - (4) Submit a letter of intent for formal membership to the Okaloosa County Public Library Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
 - b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.
7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, defined in this agreement, purchased with federal funds by the Cooperative belongs to the Okaloosa County Public Library Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or the County, shall remain the property of the Participating Library for which they were

purchased, except in the case of any subsequent agreement or amendment to this Agreement.

8. **GOVERNING BOARD:** The name of the Governing Board shall be Okaloosa County Public Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Appointed representatives must be publicly elected officials with voting privileges in their respective municipal governances. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be the staff liaison to the board. Board members will not be paid a salary or wages, but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Library Cooperative and has the following powers, duties and responsibilities:

- a) Managing the affairs of the Cooperative.
- b) Bylaws will be established by the Governing Board.
- c) There will be six or more open public meetings a year of the Governing Board.
- d) Adopt a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
- e) Receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources.
- f) Contract with the County to provide essential support services for the Library Cooperative.
- g) Contract for services consistent with the Cooperative's Long-Range Plan and Annual Plans of Service.
- h) Adopt and maintain a position description for and hire a Cooperative Coordinator through the established policies and procedures of the County.

9. **STAFFING:** The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, under the supervision of the Board, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance within established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating Governing Bodies shall retain all rights, responsibilities and powers associated with

employment of staff.

10. **POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR:** The Coordinator shall be accountable to the Board for overall administration of the Cooperative and implementation of policies, procedures and programs, as determined by the Board. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the Cooperative Governing Board, and they may not be delegated through Interlocal agreements or any other service agreements: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.
11. **LIBRARY DIRECTORS' COUNCIL:** The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library, the Cooperative Coordinator, and other appointments as deemed necessary by the Governing Board. The Council will hold at a minimum, one meeting per month, except in December.
12. **STRATEGIC AND ANNUAL PLAN:** The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be adopted by the Cooperative Governing Board and be maintained through a yearly update by the Cooperative Coordinator in coordination with the aforementioned parties. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.
13. **ANNUAL BUDGET:** The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be adopted by the Cooperative Governing Board.
14. **ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS:** The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding (Appendix A), has designated the County as the fiscal agent to apply for or receive its funds from all sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.

15. **FISCAL RESPONSIBILITY:** All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.

Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

16. **APPROPRIATION OF PARTICIPATING MUNICIPALITY FUNDS:** There is reserved to the Participating Municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. However, minimum support at the level of funding appropriated prior to entering the Cooperative is recommended for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend funds using the Okaloosa County Public Library Cooperative Strategic Plan as a guide for library service development.

17. **APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS:** The County shall provide at a minimum \$919,871 for the period beginning October 1, 2023 and ending September 30, 2024. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

- a) At a minimum \$329,995 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
- b) At a minimum \$589,876 of the monies allocated by the County shall be distributed to Participating Municipalities with Libraries according to the following guidelines and formula:
 - Construction funds are expressly prohibited.
 - Spending calculations and productivity statistics shall be based on those from two years

prior to the allocation period.

- Spending shall mean total audited expenditures of a library.
- Percentages shall be derived from totaling statistics of the member municipal libraries.
 - (1) Thirty percent (30%) divided equally among participating municipalities with libraries
 - (2) Fifty percent (50%) based on productivity, which consists of circulation and transits lost.
 - (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
 - (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes books, AV materials, databases, and periodicals.

Distribution shall be based on submittal of annual operating costs with descriptive codes in accordance with the state chart of accounts. Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 90 days) after receipt. The disbursement formula shall be reviewed by the Governing Board for modifications deemed appropriate following review of data collected indicating the number of users for each library and/or use of each library's collection. Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

In the event of a member library's unplanned closure and/ or significantly reduced services for at least one week of operation, the member's productivity statistics may be adjusted as follows:

- For a period of one week up to three weeks, calculate a weekly average based upon numbers from the previous or succeeding week in the same month.
- For a period exceeding three weeks, substitute the numbers from the previous year for the corresponding month(s).

A member library's request to adjust productivity statistics must be approved by the Governing Board.

In addition to the financial contribution of the County, it shall provide, as additional in-kind support of the Cooperative, the following:

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.
- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access

network will not be provided by IT. In order to provide network support, member cities agree to allow access to maintained equipment on-site at the libraries.

- Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.
18. LIBRARY USE: Non-resident user fees will be waived for active duty military members and their dependents who are residents of Walton or Santa Rosa counties.
 19. TRAINING: Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.
 20. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES: Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to the provision of library services; Participating Governing Bodies shall retain local autonomy and control of the operations and functions of its participating library, except where Participating Governing Bodies have ceded authority to the Cooperative Governing Board through this agreement.
 21. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or Section 768.28, Florida Statutes, as amended from time to time.
 22. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
 23. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
 24. NOTICE: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW

CITY MANAGER
City of Crestview
P. O. Box 1209
Crestview, FL. 32536

CITY OF MARY ESTHER

CITY MANAGER
City of Mary Esther
195 Christobal Road
Mary Esther, FL. 32569

CITY OF VALPARAISO

CITY CLERK
City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL. 32580

CITY OF DESTIN

CITY MANAGER
City of Destin
4200 Indian Bayou Trail
Destin, FL. 32541

CITY OF NICEVILLE

CITY MANAGER
City of Niceville
212 Partin Drive
Niceville, FL. 32578

CITY OF FORT WALTON BEACH

CITY MANAGER
City of Fort Walton Beach
107 Miracle Strip Parkway
Fort Walton Beach, FL. 32549

OKALOOSA COUNTY

COUNTY ADMINISTRATOR
1250 N. Eglin Parkway
Suite 100
Shalimar, FL. 32579

25. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provision.

26. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

27. PUBLIC RECORDS: All parties are subject to the public records law. If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, regarding their duty to provide public records relating to this Agreement, contact the custodian of public records at Okaloosa County Risk Manager, 302 N. Wilson St., Crestview FL 32536; Phone: (850) 689-5977.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF VALPARAISO

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2023

APPENDIX A

CONTRACT# C12-1959-LIB
OKALOOSA LIBRARY COOPERATIVE
FISCAL AGENT MOU
EXPIRES: INDEFINITE

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

This is an agreement between The Okaloosa County Public Library Cooperative, hereinafter referred to as The Cooperative and the Board of County Commissioners of Okaloosa County, Florida, hereinafter referred to as The Board.

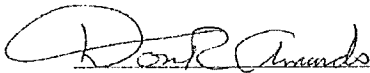
The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County.

This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



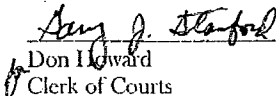
Bill Roberts, Chairman
Okaloosa County Public Library Cooperative



Don R. Amunds, Chairman
Board of County Commissioners



Attest:

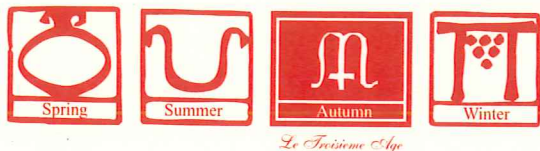


Don Howard
Clerk of Courts



Elder Services of Okaloosa County

Okaloosa County Council on Aging



Kimberly A. Fraley
Executive Director

September 12, 2023

Mr. Carl Scott, City Administrator
City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL 32580

Dear Mr. Scott,

Elder Services of Okaloosa County has been awarded the federally funded Older Americans Act grant for January 1st through December 31st. These programs will provide much needed services to the frail and at-risk 60+ population.

I would like to use the Senior Center on Glenview Avenue as a multi-purpose center for our Congregate Meals Program. The center would be manned for approximately 4-5 hours Monday through Friday to provide a hot, nutritious meal to mid-county aging residents. In addition to the meals the site would offer activities, educational events, and socialization.

Staff will oversee the operations of the site and ensure that the building is properly cared for.

I look forward to hearing from you.

Sincerely,

Kimberly A. Fraley
Executive Director

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

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, 2020 ~~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 ____ DAY OF _____, 2023.

Hubert B. Smith
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

August 15, 2023

TO: City of Valparaiso
FROM: Paul Lux, Supervisor of Elections
RE: Change in Presidential Preference Primary Election Date

Under section 103.101 the Presidential Preference Primary election is held on the third Tuesday in March of each Presidential election year, and it directly affects municipal elections which have historically been held concurrently with the Presidential Preference Primary election. In 2024, the Presidential Preference Primary election will be held on March 19, 2024.

As you did four years ago, under section 101.75 of the Florida Statutes, you need to change the date of your regularly scheduled municipal election to coincide with the Presidential Preference Primary election. When held concurrently with the Presidential Preference Primary, your only cost will be the cost of legal advertising.

101.75 Municipal elections; change of dates for cause.--

(3) Notwithstanding any provision of local law or municipal charter, the governing body of a Municipality may, by ordinance, move the date of any municipal election to a date concurrent with any statewide or countywide election. The dates for qualifying for the election moved by the passage of such ordinance shall be specifically provided for in the ordinance. The term of office for any elected municipal official shall commence as provided by the relevant municipal charter or ordinance.

In short the municipal election date can be changed by ordinance; a charter referendum amendment is not needed. Qualifying remains a five-day period beginning on the 71st day prior to the election and ending on the 67th day. Based on the March 19th election date, qualifying will be noon January 8, 2024 to noon January 12, 2024. The terms of office do not have to change; actual date of swearing in is flexible, as it is currently (any time within 30 days of election).

Paul Lux, CERA
Supervisor of Elections
Okaloosa County

Proclamation

NATIONAL PEDESTRIAN AWARENESS MONTH

Whereas, in the year 2021, a total of 7,388 pedestrians lost their lives in traffic accidents in the United States. This translates to 20 pedestrian fatalities every day and 142 every week. On average, a pedestrian was killed every 71 minutes, while every nine minutes, a pedestrian was injured in a traffic accident.

Whereas, it is imperative to create a road system that is safe for people who walk, are wheelchair users, or persons with disabilities; and

Whereas, implementing innovative speed management approaches, designing for safe speeds, installing street lighting, and other infrastructure enhancements that increase nighttime visibility for all road users improve overall community safety; and

Whereas, being mindful of your surroundings and taking necessary measures to safeguard yourself is crucial as a pedestrian; and

Whereas, pedestrian safety is the responsibility of both drivers and pedestrians. By designing and operating roads that accommodate human mistakes, we can reduce the potential for crashes and reduce the severity of the crashes that do occur.

Therefore I, Hubert B. Smith, Mayor of the City of Valparaiso, urge you all to always use designated crosswalks or intersections to cross the street, be visible to drivers by wearing bright or reflective clothing, especially when walking at night, also stay alert and avoid distractions such as using your phone or listening to music while walking. Look both ways before crossing the street. Walk on sidewalks whenever possible. If there are no sidewalks, walk facing traffic and as far away from vehicles as possible. Be mindful of your surroundings when driving, put down your phone, focus on the road, drive to the speed limit, and do not block intersections. Avoid alcohol and drugs when driving, and take extra care while driving around schools, playgrounds, and neighborhoods, because October 1st 2023, begins National Pedestrian Awareness Month. So, we ask that you drive with care, stay on the sidewalks, and please watch out for children; lives depend on it.

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 9th day of October 2023.

Hubert B. Smith
Mayor

Attest:



RESOLUTION NO. 14-10-09-23

A RESOLUTION REAPPOINTING AND APPOINTING VOLUNTEERS TO THE BOARD OF TRUSTEES FOR THE FIREFIGHTERS AND POLICE OFFICERS' RETIREMENT AND TRUST PLAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, one of the terms of the current Board of Trustees for the Retirement and Trust Plan has expired, and

WHEREAS, there is also a vacancy on the said Board, and

WHEREAS, Police Officer Bonham has requested reappointment to said board, and

WHEREAS, the vacancy can only be filled by a full-time firefighter who is a member of the Plan, and

WHEREAS, Police Officer Bonham and Firefighter Suarez meet all the qualifications to serve on said board.

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

The following are hereby reappointed and appointed to serve two years on the following board and terms are hereby established as follows:

1. Board of Trustees for the Retirement and Trust Plan for the Firefighters and Police Officers'.

<u>Member</u>	<u>Term Expires</u>
Police Officer Bonham	September 30, 2025
Firefighter Suarez	September 30, 2025

THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ADOPTION.

PASSED AND ADOPTED THIS 9TH DAY OF OCTOBER, A.D., 2023.

PUBLIC WORKS MONTHLY ACTIVITIES REPORT

September 2023

CEMETERY

- Mowed, weedeated, edged, blew, removed debris, trim trees and bushes
- Met with families—5
- Made funeral arrangements—1
- Oversaw cement & chip installation--1

SHOP TRADES WORKER

- Library—Cleaned condensation lines of A/C
- City Hall—Painted 8 windows and replaced 1 window
- Commission Chambers—Cleaned condensation lines of A/C
- Lincoln Park—Resecured swing
- Perrine Park—Installed self-tapping screws to flagpole and attached flag
- T-Pier—Replaced spindles on pier
- Florida Park
 - Repaired toilets in men's bathroom
 - Repaired hole in wall
 - Replaced missing or rotted deck boards and rotted rail on dock

PARKS

- Mowed, weedeated, pulled weeds, blew, removed debris all city parks/ building & city ROWs & medians

STREETS

- **SIGN MAINTENANCE**
 - Changed faded stop sign—1
 - Re-installed stop sign—1
 - Straightened & leveled stop sign that was hit--1
- **TREE MAINTENANCE**
 - Cut down trees in 1 location
 - Cut low/ overhanging tree branches in 5 locations
 - Cut back limbs in 4 locations
 - Cut de-rooted tree on walk path—1
- **ROW MOWING**
 - Mowed ROWs in 38 locations
- **DOT MOWING**
 - Hwy 85—Mowed 2 times, removed 175 lbs of debris
 - John Sims Pkwy—Across the bridge 1 time
- **STREET MAINTENANCE**
 - Roads graded—1
 - Lincoln Park—Graded sand back to sidewalk 2 times
 - Potholes filled—3
 - Cleaned cut out area of asphalt & tamped
 - Installed asphalt patch and tamped around water meter
- **STORMWATER**
 - Mowed ponds—1
 - Washout repairs—2
 - Clearwater/ Detroit Ave-shoveled up rock, mulch & dirt 2 times, removing a total of 300 lbs of debris

- Glendale Ave—Removed total of 250 lbs of dirt debris in road and blew leaves off road
- Escanaba Ave—blew road following dirt removal by resident
- Changed dog waste stations 1 time, removing 10 lbs of debris
- Cleaned boat ramps 1 time
- **STREET SWEEPING**
 - Miles of residential streets swept:44
 - Lbs of debris removed: 3,600
- **MISC/ SHOP**
 - Street sweeper—repaired broken hydraulic arm on broom
 - Streets Xmark mower—changed blades
 - Parks Hustler—changed blades
 - Drained oil drum
 - Vactor—changed oil, auxiliary oil and air filter
 - Diesel pump—installed new wire
 - Public Works—repaired conduit on gas pump and changed breaker
 - V-44—Washed and detailed
 - V-36—washed
 - Gator—washed
 - Dump truck—detailed inside of truck
 - Cleaned, sharpened & oiled chainsaws
 - John Deere—picked up tractor from Beard Equipment

Assisted Depts

- Assisted Water & Sewer
 - Behind Goodwill—water break
 - Adams Ave-water & sewer taps
- Parks Dept
 - Lincoln Park—wood bridge
 - Doolittle Park—installed new flags
 - TJ Brooks Park—built retention wall on right side of dock, spreading mulch on trail

SANITATION

- 174.18 Tons (348,360 lbs.) of Household Trash collected
- 22.16 Tons (44,320 lbs.) of Roadside Bulk collected
- Number of trips to the dump: 44
- 380 Yds. of yard waste has been taken to landfill
- Number of trips to Landfill: 19
- New Trash cans delivered: 4
- Trash cans changed out: 1

WATER/ SEWER

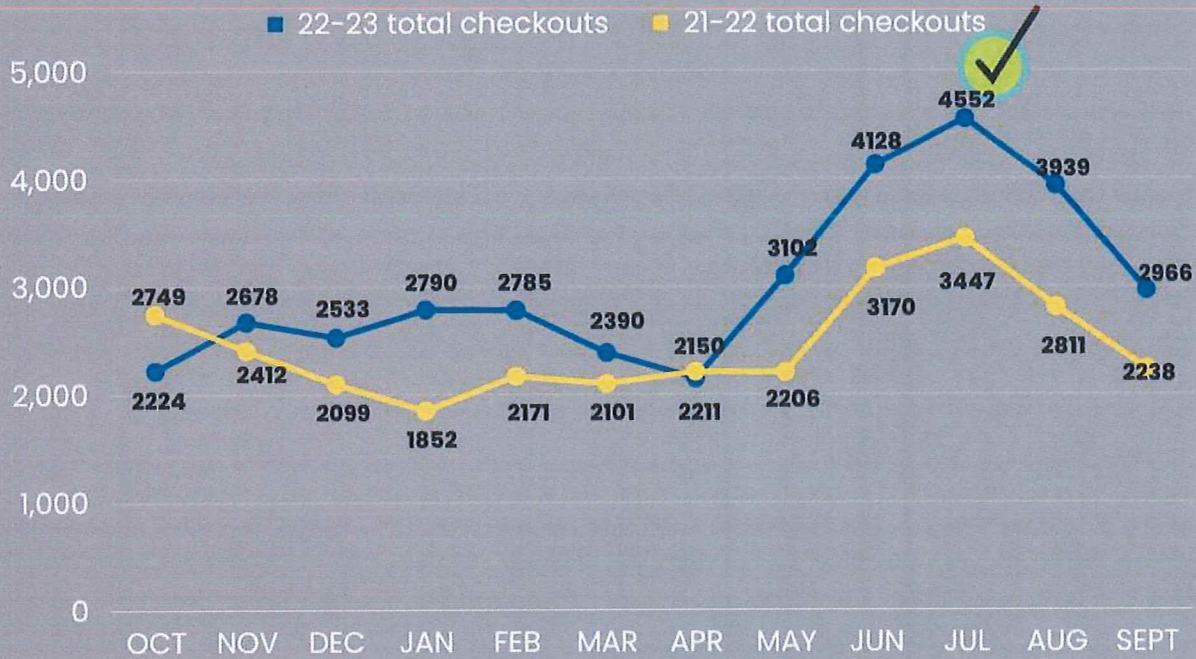
- **REGULATORY COMPLIANCE SAMPLING**
 - Monthly Bacteriological sampling
 - Static Water Levels
- Locates—47
- Manually read meters—110
- New meters installed—2
- Meters replaced—14
- Nodes replaced—2
- Check meter for leaks/ issues—2
- Check meter for issues--2
- Repaired water leaks—4

- Turned water on—3
- Turned water off—6
- Replaced/ repaired curbstops—2
- Valve Repair—1
- Fire hydrant repair—1
- Replaced meter box—4
- Weekly hydrant flushes—5
- Monthly hydrant flushes—7
- FH Operation & Maintenance—6
- Verified node numbers on 2 meters
- Installed 1 box around cleanout
- Sewer calls—4
- Sewer line washed—3
- Ft of line cleaned—547
- Sewer line video'ed—1
- Lift Stations cleaned--3
- Investigated abandoned sewer line for contractor

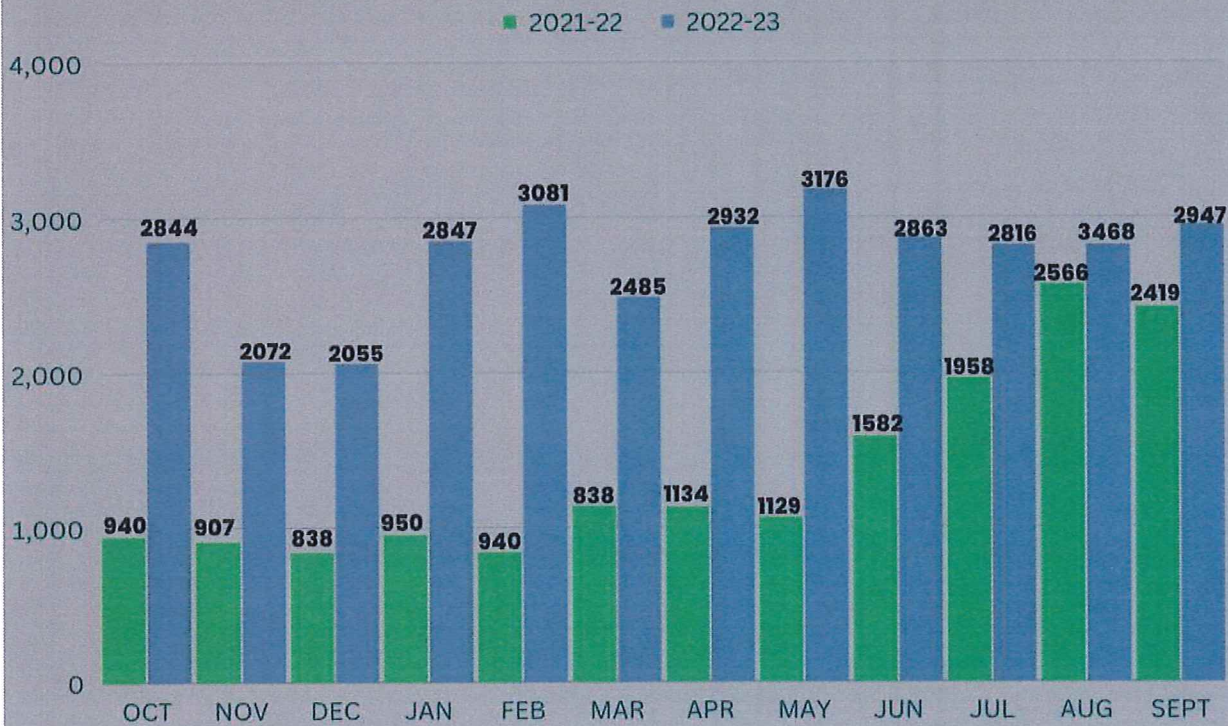
Support Staff

- **REGULATORY COMPLIANCE REPORTING**
 - Prepared & sent Aug 2023 Monthly Operational Report (MORs) to FDEP & Poly, Inc
 - Prepared & sent 3rd QTR Static Water Levels to NFWFMD and Poly, Inc
 - Prepared & sent 3rd QQTR Disinfectant Residual Report to FDEP
- **RECORDS MAINTENANCE**
 - Produced Static Water Level Report for Sept
 - Updated Water Distribution Log throughout Sept
 - Updated Disinfection Residual report for Sept
 - Recorded Water Uses/ Losses in FRWA spreadsheet
 - Produced Sept's Purge Data Report
 - Daily maintain record of all activities of depts in Public Works
 - Daily record phone calls received
 - Prepared Aug Public Works Activities Report
 - Format fuel sheets for Oct and disseminated
- **WORK ORDERS GENERATED/ PROCESSED**
 - In-house work orders generated—56
 - Work orders processed from City Hall—16
 - Locate requests from Sunshine 811—62
 - Meter Leak Alert customers contacted—48
 - Meters/ Mi.Nodes commissioned—15
- Received 246 phone calls.
 - Cemetery-0
 - Parks-10
 - Sanitation-44
 - Shop-0
 - Streets-6
 - Water/ Sewer-61
 - Misc/ Other Depts- 125

CIRCULATION NUMBERS

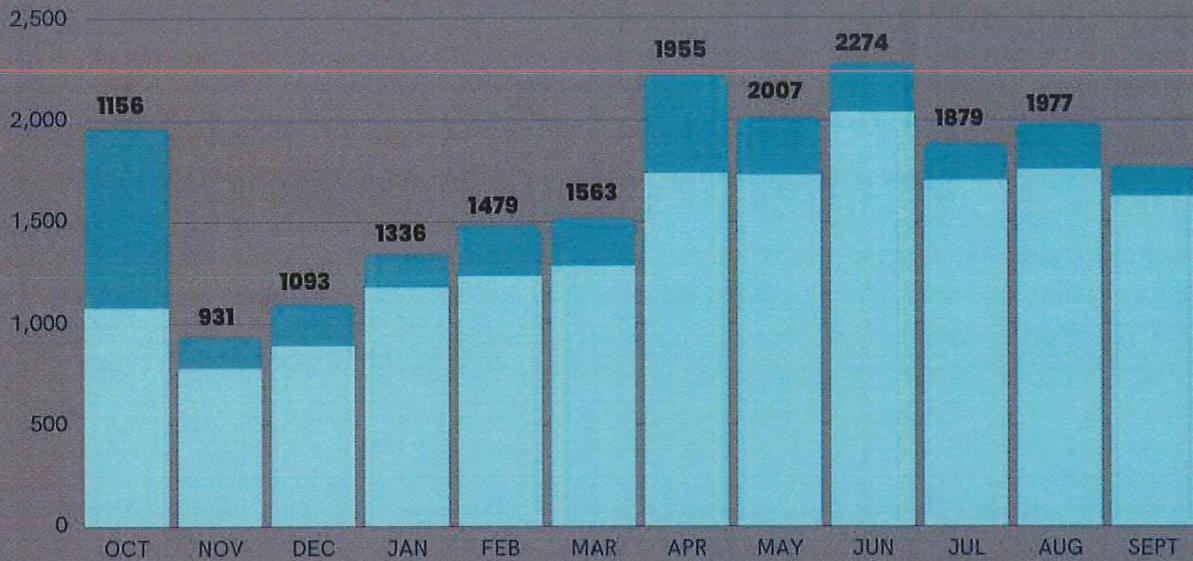


PATRON COUNT



PROGRAM ATTENDANCE

■ 22-23 IN PERSON ■ 22-23 SELF DIRECTED



NUMBER OF PROGRAMS OFFERED

NA NA 66 41 54 50 48 57 58 64 61 61

PROGRAM ATTENDANCE FOR 2021-22

191 311 319 355 398 498 599 472 1360 590 482 480

ITEMS CIRCULATED

■ ADULT ■ YOUNG ADULT ■ CHILDREN ■ JUNIOR

