

**AGENDA**  
**CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING**  
**VALPARAISO, FL**  
**850-729-5402**  
**June 12, 2023**  
**6:00 PM**

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

**APPROVAL OF MINUTES**

May 8, 2023

**CITIZENS' CONCERNS (non-agenda items)**

1. Resident
  - A. City Manager Position – Robert Webb-----Attach 1
2. Non-resident
  - A. Valparaiso Little League Field - Chris Taulbee -----Attach 2

**ACTION ITEMS/POTENTIAL ORDINANCES**

1. Added Agenda Item
2. Drain Pipe - 1357 Bayshore Drive
3. Resolution No. 08-06-12-23 Reappoint Gas Board Member-----Attach 3
4. Twin Cities Park

**OLD BUSINESS**

1. Revised Future City Hall Agreement (Synovus Bank Building)
  - A. Resolution 09-06-12-23 Approval of Commercial Contract Purchase Real Property-----Attach 4
2. Update New City Hall Renovation

**REPORTS / CORRESPONDENCE / ANNOUNCEMENTS**

1. TPO/DOT
2. Stormwater
3. Community Liaison Report
4. Regional Sewer Update
5. Planning Commission Update -----Attach 5
6. Community Center Update
7. Department Updates-----Attach 6
8. Disbursements
9. Etc.

**SPEAKER'S FORM**  
**CITY OF VALPARAISO COMMISSION**

In an effort to better serve the community, the City Commission requests that items or requests to be presented before Commission be provided to the City Clerk by 9:00am on Wednesday of the week prior to the meeting. Any related materials that you wish to distribute to Commission in support of your item must be submitted at that time as well (see note at bottom). This will give Commission time to review your request and make any necessary inquiries. In addition, staff may need to contact you in response to your topic of concern or in response to action directed by the Commission.

As you complete the form below, please note that certain fields, marked by \*, are required. Late or incomplete forms, particularly where required information is omitted, will be deferred by Commission to a future meeting pending receipt of all information.

The City appreciates your cooperation and adherence to these guidelines.

**\*\*\*\*\*Please Print\*\*\*\*\***

DATE OF REQUEST MAY 18, 2023 \*COMMISSION MEETING DATE: JUNE 12, 2023

\* NAME ROBERT (Bob) WEBB \*PHONE #: 850-496-2546

\* EMAIL: WEESCO@GMAIL.COM

\* TOPIC/ISSUE THE NEED TO CREATE A CITY MANAGER POSITION  
AND HIRE SAME ASAP

\*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE: If so, who and when?

CITY CLERK 5/16/23 MAYOR 5/8/23

\*DESIRED ACTION BY COMMISSION CREATION OF A CITY MANAGER  
POSITION AND BUDGET FOR IT IN UPCOMING FY

\*PRESENTATION MATERIALS ARE ATTACHED: YES ☒ NO ☐ Type POWER POINT  
WILL EMAIL

Note: only one set of material is required for submission unless color copies are desired. The City will make and distribute the correct number of black / white copies to the Mayor, Commission and appropriate staff. However, those persons desiring color copies to be distributed must provide 10 sets at the time of submission.

# Valparaiso City Manager Need

Robert (Bob) Webb

49 Year Valparaiso Resident

In our 3rd home in Valparaiso

We Love the Vale of Paradise & Wouldn't want to live anywhere else

So, In the spirit of the best future governance for our City,  
I'm here tonight to recommend creating a City Manager  
(CM) position by the end of this summer

1

## 1. Why does Valparaiso Need a City Manager?

**"We've done fine without one for all these years"**

- ☐ Yes, but the U.S. is a MUCH more complicated environment for a city to operate in now
  - CM could speak with & plan with individual Commissioners about projects without encountering the Florida Sunshine Law. This is a **"BIG DEAL"** which would materially speed up city decisions and actions
  - Complex present day Laws and Regulations make it difficult for new Commissioners to "Come up to speed" and become proficient in their area of service reasonably quickly
    - Inefficiency and Delays cost the city \$\$
    - City needs continuity of management
  - Example: New Firefighter Regulations and increased Training Requirements have been at least partly responsible for our Volunteer Valparaiso Fire Dept merging with the (professional) Niceville Fire Dept

2

## 2. Why Now?

While the City has discussed this position previously, for me, the following have highlighted the immediate need for this new position

- A. The City needs management continuity in the near term
  - Our City Administrator & City Clerk (as well as several other city officials) will be at retirement age in the next several years. Two Commissioner positions will also be up for election in Mar 2024
  - The City needs to get ahead of the above personnel losses & changes ASAP to provide leadership continuity
- B. The new City Hall building planning has not gone well
  - Originally envisioned to house (nearly) all city organizations/personnel
    - Good idea, but
      - Now only the 7 City Hall front office employees are slated to move into it
      - A CM could have provided more realistic expectations through additional in-depth planning
  - Taken over a year to develop a building renovation plan
    - Again, a CM could have generated a tighter schedule and managed to it
      - Probably have saved \$\$

3

## 3. Our Taxes are already high. What is the CM going to cost us?

- Valparaiso property taxes are in "the middle of the pack" at **5.0240** mils
  - Crestview-6.8466, Mary Esther-5.0261, FWB-4.9999, Niceville 3.700
- Assume a CM salary of \$150K and overhead of \$50K per year
- Valparaiso has 1937 homes and 190 businesses – Assume an even 2000 taxable properties
- Additional tax per property would **INITIALLY** be  $\$200K/2000 = \$100/\text{yr}$  or  $\$8/\text{mo}$  (Lower valued homes will be less, higher valued homes a little more)
- CM could bring in yearly grant \$\$ to more than offset his/her yearly cost
- Property tax rate could be dropped after 1-2 years as CM becomes proficient
- While hard to quantify, the CM should also save our city tax \$\$ through more efficient overall management (Example: new City Hall)

4



#### 4. Won't the City Manager Usurp the Mayor's & Commission's Power & Authority?

**NO!**

- Think of the City Manager as the city Chief Operating Officer (COO) and the Mayor & Commissioners as the city Board Chairman & Board of Directors
- The Mayor & Commissioners provide direction to the CM, who then implements their instructions
- The Mayor & Commissioners decide the breadth of the CM's duties & authority
- The CM would reduce the workload of our \$1 per year part-time Mayor & Commissioners while also providing professional expertise to deal with the present-day complex world of laws, rules, regulations & opportunities

5

#### 5. Our City Planning Commission Board has developed & prioritized 18 recommended projects for the betterment of the City

- How are projects to be transitioned to the City Commission for action & implementation?
- Starting and completing these projects will be quicker and more efficient under the direction of a CM
- Planners will become discouraged if there are no visible outcomes for all their work

6

## **Recommended Action**

- Mayor & Commissioners develop new CM Position & Job Description this Summer
- Include Funding for CM in upcoming 2023-2024 City Budget
- Initiate CM hire this Fall

SPEAKER'S FORM  
CITY OF VALPARAISO COMMISSION

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As you complete the form below, please note that certain fields, marked by \*, are required. Late or incomplete forms, particularly where required information is omitted, will be deferred by Commission to a future meeting pending receipt of all information.

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\*\*\*\*\*Please Print\*\*\*\*\*

DATE OF REQUEST 06/01/2023 \*COMMISSION MEETING DATE: 06/12/2023 \*

NAME\_Christopher Taulbee \*PHONE #: 850-218-8648 \* EMAIL: President@nvllb.com

\* TOPIC/ISSUE\_ Discuss the power and electric at the Valparaíso baseball field

\*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE: If so, who and when?

City Clerk and Nathan from the parks division

\*DESIRED ACTION BY COMMISSION

Utilize some funding to pay the water and electric bill.

\*PRESENTATION MATERIALS ARE ATTACHED: YES \_\_\_\_\_ NO ☒ Type \_\_\_\_\_

Note: only one set of material is required for submission unless color copies are desired. The City will make and distribute the correct number of black / white copies to the Mayor, Commission and appropriate staff. However, those persons desiring color copies to be distributed must provide 10 sets at the time of submission.

Little League Park						
	Expenses	Revenue	Difference			
FY2023	\$1,278		\$1,278	Expenses Included	Electric & Water	
FY2022	\$ 2,712.00		\$2,712	Expenses Included	Electric, Water & Rye Grass (Grass = \$1,350)	
FY2021	\$ 3,752.00		\$3,752	Expenses Included	Electric, Water & Rye Grass (Grass = \$903)	
FY2020	\$ 3,679.00	\$ 2,240.00	\$1,439	Expenses Included	Electric, Water & Rye Grass (Grass = \$994)	
FY2019	\$ 5,356.00	\$ 2,280.00	\$3,076	Expenses Included	Electric, Water & Rye Grass (Grass = \$720)	
FY2018	\$ 3,625.28	\$ 2,040.00	\$1,585	Expenses Included	Electric, Water & Rye Grass (Grass = \$166)	

Attached is a copy of the last agreement the City had with Nicevill Valparaiso American Little League

# October 12, 2022 Minutes

1 approval. **COMM. BROWNING MADE A MOTION TO ACCEPT THE AGENDA AS IT IS**  
2 **SET FOR THE OCTOBER 12, 2022, MEETING. COMM. HAMILTON SECONDED THE**  
3 **MOTION, WHICH PASSED BY UNANIMOUS VOTE OF THE COMMISSION 5 TO 0.**

## 4 **2. ACTION ITEMS – Accept or Refuse Bid for Surplus Property at 363 Washington Ave**

5 Mayor Smith said the city had not received any bids. He said he and Mr. Scott discussed hiring  
6 a realtor to move the property and take the realtor fee out of the profits. Mr. Dykes said we would  
7 need to post out an RFP or RFQ to see if there would be some companies interested, Commission  
8 would then vote on which one to choose. Mr. Dykes said Mr. Scott could write either the RFP or RFQ,  
9 once completed he could bring back to the Commission for approval.

## 10 **3. ACTION ITEMS – Little League Park Lease Agreement with Okaloosa School Board**

11 Mayor Smith said Comm. Hamilton looked over the lease agreement between the School Board  
12 of Okaloosa County and the city. Mayor Smith said the school board would like to take over what has  
13 been the Little League Park. He said the city has been paying for the water and electric there and we  
14 would transfer those services to the school board. Mayor Smith said the kids that have been practicing  
15 up there, the parents have taken care of the property and our public works has mowed the grass. He has  
16 spoken with Bill Smith, Director of Facilities for the school district, they want the property back so  
17 that the STEMM school could use it, then we would turn the bills over to them. The lease agreement  
18 expired on November 1, 2012. **MAYOR SMITH MADE A MOTION TO NOT RENEW THE**  
19 **LEASE ON THE PROPERTY.** Mr. Dykes said there is language within the lease that if the city  
20 doesn't wish to renew, the lease would've run its course. Mayor Smith said that is what we would do  
21 then, just need to send a letter to the board letting them know there will be no lease renewal and letting  
22 them know they would be responsible for the electric and water. Comm. Browning said this is like  
23 completely taking baseball out of Valparaiso and he doesn't agree with that. **MAYOR SMITH**  
24 **MADE A MOTION TO NOT RENEW THE LEASE OF THE LITTLE LEAGUE PARK**  
25 **PROPERTY AND HAVE IT RETURN BACK TO THE OKALOOSA SCHOOL BOARD.**  
26 **COMM. HAMILTON SECONDED THE MOTION, WHICH PASSED BY VOTE OF 4 TO 1,**  
27 **WITH COMM. BROWNING VOTING IN THE NEGATIVE.** Mayor Smith said he would reach  
28 out to them and let them know we do not want to renew the lease.

## 29 **4. ACTION ITEMS – Approve 2023 Library Interlocal Agreement**

30 Mrs. Willis, Library Director, has brought before the Commission a request to approve the  
31 2023 with Library Interlocal Agreement. Mrs. Willis said it is basically the same agreement as in  
32 previous years with one difference as stated in the agreement, the IT department of the coop will  
33 maintain two networks for library operations, one for library staff use and one for public access at

# Old Lease Agreement

STATE OF FLORIDA  
COUNTY OF OKALOOSA

## LEASE AGREEMENT

This Lease Agreement made and entered into by and between The Niceville Valparaiso American Little League, Inc., a not-for-profit corporate entity existing under the laws of the State of Florida, whose principal address is Post Office box 764, Niceville, Florida 32578-0947 (hereinafter referred to the League) and the City of Valparaiso, a political subdivision of the State of Florida, whose principal address is 465 Valparaiso Parkway, Valparaiso, Florida 32580 (hereinafter referred to as "City").

### WITNESSETH:

**WHEREAS**, the City of Valparaiso has a lease agreement with the Okaloosa County School Board who certain real property which is more particularly depicted in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Property"); and,

**WHEREAS**, the City has agreed to lease to the League the Property for the purpose of improving, operating and maintaining a public recreational facility which may be used and occupied, at the discretion of the City, during certain times of the year by the Niceville Valparaiso American Little League, Inc., a not-for-profit corporate entity existing under the laws of the State of Florida; and,

**WHEREAS**, the facilities to be improved, operated and maintained on the Property will be used by the City for public purpose functions; and,

**WHEREAS**, the City and the League believe it to be in their best interest to enter into this Lease Agreement for public purposes.

**NOW THEREFORE**, for and in consideration of the covenants and agreements herein set forth, the parties do hereby agree as follows:

1. **LEASED PREMISES**. The City hereby expressly leases to League the following described real property and improvements thereon (hereinafter referred to as the "Property") situated in Okaloosa County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof for general location of the Property.

2. **LEASE TERM AND TERMINATION**. This Lease shall be for a period of five (5) years to commence on November 1, 2012, and to terminate on October 31, 2017 (hereinafter referred to as the "Lease Term"). This Lease may be extended for additional five (5) year periods thereafter upon the mutual agreement of the parties. Notwithstanding the term stated herein, the City may terminate this Lease at any time, after sixty (60) days written notice to the League, in the event that the Okaloosa County School Board should determine that the Property is needed as part of



its educational programming or in the event that the Okaloosa County School Board should make the decision to dispose of the Property.

3. CONSIDERATION. The consideration paid by the League to the City shall be the sum of Twenty (\$20.00) Dollars per person per age group utilizing the City facilities per year, during the term of this Lease. The annual lease fee shall be paid by April 15<sup>th</sup> of each year for which there is a Little League scheduled season. The League shall be responsible for the ongoing and continuous maintenance of the Press Box, Rest Rooms, Concession and Storage facilities at its sole expense. The City shall be responsible for the ongoing and continuous maintenance and repair of all the field maintenance and fencing as depicted in Exhibit B. The City shall also be responsible for all utility bills associated with the operation of the facility.

4. SCOPE OF USE OF FACILITIES.

A. The Property shall be used by City and the League for public recreational facilities and programs, and for other incidental public purposes as are reasonably related thereto.

B. The League is not authorized to sublease all or a portion of the Property to any other party without the express written consent of the City.

C. In the event that the League should cease occupying or using the Property for Little League activities at any time during the Lease Term or any renewal term, then this Lease shall terminate. In such event all improvements on the Property shall become the property of the City.

5. CONTROL OF PROPERTY BY LEAGUE:

A. The League shall not permit any of its guests, invitees, employees, agents or other users to engage in any disorderly conduct or commit or maintain any waste or nuisance on the Property or to use the facilities in any way or manner so as to interfere with the safe and orderly operation of adjacent public school facilities by the School Board or to violate any local, state or federal laws, rules or regulations. Further, the League shall not permit any of its guests, invitees, employees, agents, or other users to engage in the sale or use of alcoholic beverages or any acts or actions which violate the laws of the State of Florida or the United States while on the Property.

B. The League shall have the primary responsibility for the supervision of persons and activities on the Property and for the maintenance of order and the enforcement of this provision.

6. IMPROVEMENTS.

A. The League shall also have the right, at its cost, to erect or permit to be erected on said Property such improvements or modifications as are reasonably necessary for furthering the permitted uses of said Property, providing that such improvements or modifications conform to local, state and federal construction standards and are properly designed and certified for construction by licensed architects and engineers and further provided that such improvements or modifications neither interfere with the current or proposed educational uses of the adjoining lands by the School Board.

B. Temporary or non-attached improvements and additions shall remain the property of the League. However, all other such improvements and additions which are attached to the Property will become the property of the City and shall remain upon and be surrendered with the Property as a part thereof at the termination and/or expiration of this Lease.

## 7. INSURANCE AND INDEMNITY.

A. The League shall exercise its privileges hereunder at its own risk and expense. The League shall carry and maintain in full force and effect throughout the term of this agreement, a policy of comprehensive general liability insurance with minimum policy limits of \$2,000,000.00 general aggregate and \$1,000,000.00 per occurrence. The City shall be named as an additional insured on the policy. All certificates shall provide a thirty (30) day notification clause to the City in the event of cancellation or modification of the policy. In the event the insurance coverage expires at any time during the term of this Lease, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

B. The League shall be responsible for the maintenance of such insurance, in an amount approved by the City Commission, as is necessary to protect the City and the League from the risk of loss of the facility and its contents thereon owned by the City, the League or the Okaloosa County School Board by fire, theft, storm, hail, flood, vandalism or other such loss, and the City shall be shown as an additional insured under all such policies of insurance to the extent of its interest in the Property.

C. Any third-party user of the facility, through the League, shall be required to carry such insurance as will fully protect the City and the Okaloosa County School Board from any claim, loss, damage, judgment or award resulting from loss, damage, or injury to person or property or damage to or loss of the facilities, during such time as the facilities shall be in the control or use of the user, which loss, damage, or injury to person or property or damage to or loss of the facility shall in whole or in part result from the negligence of any user through the City.

D. All insurance carriers shall be rated "A" or better by the most recently published A.M. Best Rating Guide. The City reserves the right to accept or reject the insurance carrier(s).

E. Neither the City nor the League shall be responsible, liable to, or have any obligation to any user for loss of property by reason of theft, fire, storm, hail, flood, or other such casualty.

F. Notwithstanding any insurance carried by the League pursuant to this Lease Agreement or otherwise, the League shall, and hereby does, agree to indemnify, defend and hold harmless the City and its officers, directors and employees, from and against any and all liability, losses, claims, injuries, settlements or causes of action of any kind or character (including without limitation any expenses connected therewith, including attorney's fees and cost of defense) to any person or property arising directly or indirectly from the performance of services pursuant to this Lease Agreement by the League, or arising out of any act or omission of the League and/or its officials, employees, agents, guests, sub-tenants or representatives in the course of occupying and operating the Property, which results in bodily harm or property damage to others. This indemnification obligation of the League shall survive any termination of this Lease Agreement or any provision herein to the contrary.

8. LIENS. The League shall not make any contract or agreement for the construction, alteration, repair or maintenance on said Property or for any improvement now or hereafter erected thereon unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the Property or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any buildings or improvements, alterations or repairs or maintenance or operation of the facilities on the Property, at any time shall be or may become entitled to any lien thereon whatsoever. The League agrees that should it contract for the building, improvement, alteration, repair or maintenance of the



Property or any improvements now or hereafter erected thereon it shall give actual notice of this restriction, in advance, to any and all contractors, or other persons or firms that may furnish such material, service or labor.

9. BREACH. Should the League breach any of the terms of this Lease, then the City, after giving notice as required herein, shall have the right, at its option, to immediately terminate this Lease and to re-enter and re-take possession of the Property. In such event the City shall provide written notice to the League setting forth the item(s) of breach or default and giving the League sixty (60) days to cure the issue ("Cure Period"). If the League shall fail to correct the breach or default within the Cure Period then the City may terminate this Lease and all improvements on the Property shall become the property of the City.

10. ATTORNEY'S FEES AND COSTS. In any action, suit or proceeding to enforce or interpret the terms of this Lease, 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 attorney's fees, whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative proceedings.

11. MISCELLANEOUS.

A. Nothing herein contained shall be deemed or construed by the parties nor by any third party as creating the relationship of partnership or joint venture.

B. Whenever the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.

C. No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to strikes, lockouts or labor disputes, acts of God, restrictions, regulations or controls of any government or governmental agency, civil commotion, insurrection, revolution, sabotage or enemy or hostile government actions, fire or other casualty or other similar conditions beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.

D. The League shall keep the Property clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s).

E. The City shall be responsible for the cost of any and all utility services provided to the Property.

12. NOTICES. All notices, requests, demands, elections, consents, approvals, designations and other communications of any kind must be in writing and addressed to the parties as follows:

City:  
City of Valparaiso  
Mayor  
465 Valparaiso Parkway  
Valparaiso, Florida 32580

League:  
Niceville Valparaiso Little League, Inc.  
Post Office Box 947  
Niceville, Florida 32588-0947

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other party of the change of address. Service of notice shall be deemed complete upon mailing.

13. COMPLETE AGREEMENT. This document contains the complete Agreement between the parties. All negotiations, considerations, representations, and understandings between the League and the City relating to the management of the Property are incorporated herein and may only be modified by agreement in writing.

14. APPLICABLE LAW. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

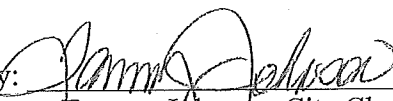
15. PARTIAL INVALIDITY. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision unless such partial invalidity shall materially or substantially alter the arrangements between the parties hereto or the benefits accruing to either party.

16. HEADINGS. The headings of sections are for convenience only and do not define, limit, or construe the contents of such sections.

17. WAIVER. No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, conditions, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

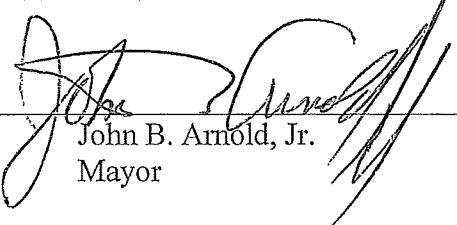
**IN WITNESS WHEREOF**, the parties hereto have caused the signatures of their officers to be set hereunder and their seals to be affixed hereto to be effective as of the latest date of execution.

**ATTEST:**

By:   
Tammy Johnson, City Clerk

Date: 12/3/2012

**CITY OF VALPARAISO**

By:   
John B. Arnold, Jr.  
Mayor

**ATTEST:**

**NICEVILLE VALPARAISO  
AMERICAN LITTLE LEAGUE, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

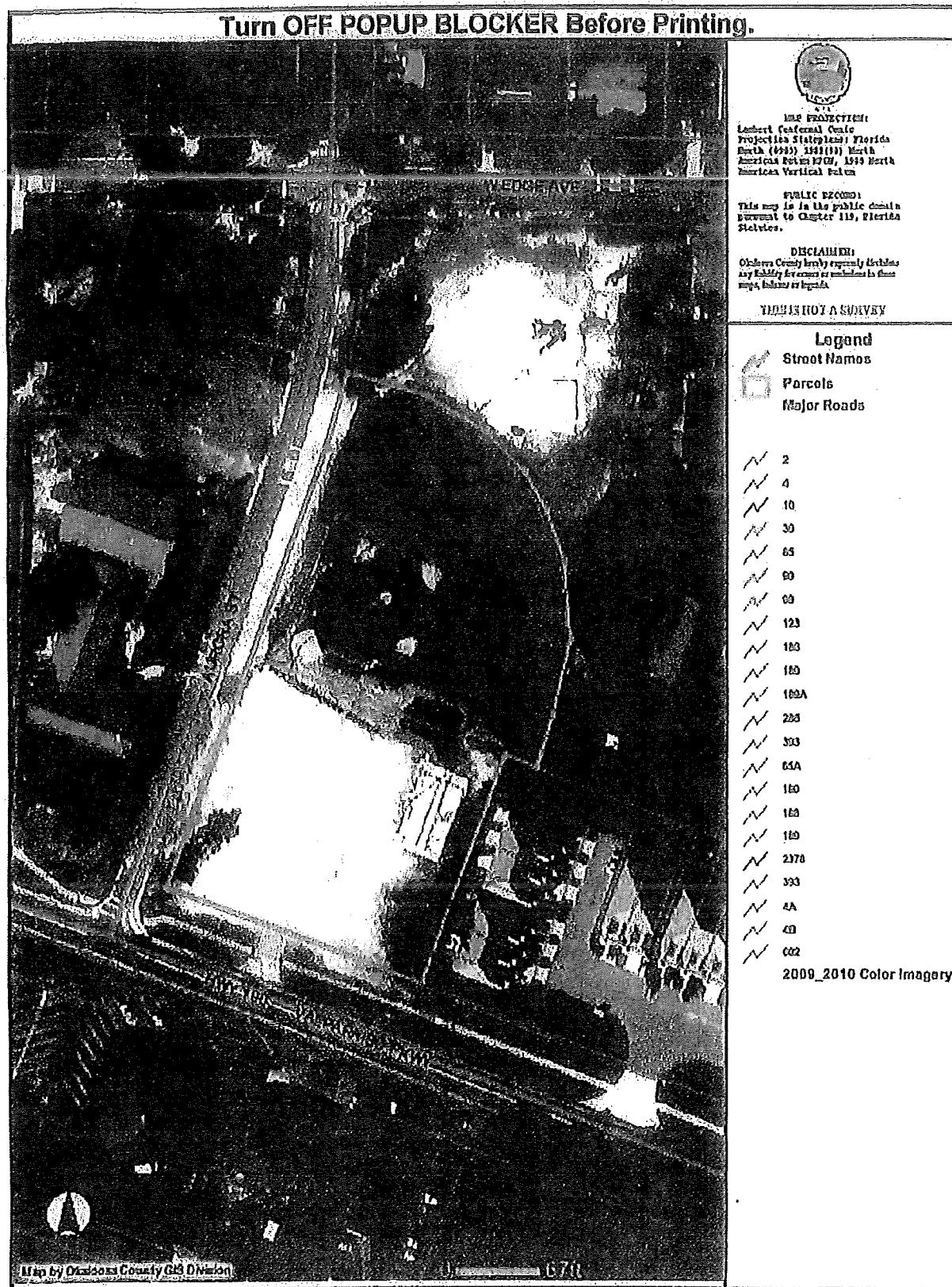
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Field Maintenance Time Table

The most important foundation for the next season begins in the fall. Most of the regular season and  $\frac{3}{4}$  of entire baseball season is played on rye grass. If over seeding isn't done there won't be much Bermuda to play on before playoff's

**October or end of heat** (no later than November)

- over seed w/ 200 lbs Eagle Blend (rye grass), double application infield--it gets hardest play
- apply 100 lbs Fertilize-24-2-11 prior to or with rye seed
- fertilize again after grass is up
- Make sure sprinklers system is working properly
- Lock gates after seeding until practices begin in new year.

**Early in New Year**, about 1 month before first practices are scheduled

- make contact with City, ask that they start mowing so we can start getting field in shape
- Inspect field—make job list for City (fences, lights, dugouts etc that need repair/replacement)
- make sure sprinkler system is working properly
- Roto Tiller and Plate Tamper (Nations Rent)
- 1st step--run string lines & paint foul lines and find base mounts
- Run lines between bases & paint outline for the edges of base cut outs and home plate area, mound is handled differently
- Use lawn edger with deep blade to cut a clean line around dirt areas
- Use flat shovel not spades to dig out along edges and under-cut sod so when you tamp edges it reduces yearly build up around edges **try not to remove more material than necessary**
- Haul away heavy sod from dirt area by wheelbarrow
- Roto Till entire dirt area well to cut up grass and weeds that grow in over the year
- Rake as level as possible before tamping (tamper is NOT a level it compacts the ground back in place
  - If dirt area is not level before tamping--it won't be level after tamping which leads to puddles
- Tamp to base mount height and about  $\frac{1}{2}$  inch below grass line, not grass height level
  - Only add fill if absolutely necessary (over filling only leads to material raked and drug out into the grass during play raising the cut out lip with build up creating bad hops and hazard)
- When complete final step is to set bases in cut outs
- and add light layer of Chipco infield dressing
- Pitching mound does not get tilled
  - cut nice round edge dig grass by hand and add good CLAY from softball complex (**no sand or Chipco**) and tamp firmly
- Fertilize grass with 16-4-8 100 lbs
- Make sure sprinklers system is working properly

Field should be ready for play and continuous mowing.

- **End of April** apply 100 lbs of Top Choice (pesticide) another 100 lbs fertilizer-16-4-8
- **End of June** 100 lbs pesticide

## VALP LITTLE LEAGUE FIELD INFO

### **Lock combo-**

Press Box and Rest Rooms- 5367 and 2284

Concession and Storage – 0110

Field locks off season –

### **Contact Names and Numbers-**

President Brad Embry – 699-1573

VP/Website/ David Marshall – 240-8101

City of Valp- 729-5402

Public Works- 729-5407     Joe

Jim Baughman- 642-7464 (Niceville Rec cell)

Dothan Tarp- 334-677-3535

Tieco- 862-1137 (sprinkler parts, *back up Infield Cond.*)

Lesco- 862-1420 (lawn supplies we have account they bill us)

Top Choice (pesticide) 100 lbs- apply late April follow up again end of June

Eagle Blend (rye grass) October end of heat 200 lbs

Fertilizer-24-2-11 100 lbs prior or with rye seed again after grass is up

Fertilizer-16-4-8 100 lbs spring work day another 100 lbs with pesticide

Chipco- Infield conditioner- 35 bags

Coastal Lumber (misc we have account)

## **RESOLUTION NO. 08-06-12-23**

### **A RESOLUTION REAPPOINTING A MEMBER TO THE OKALOOSA GAS BOARD AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the term of Valparaiso's representative to the Okaloosa Gas Board is set to expire on 30 June 2023, and

**WHEREAS**, the City's current representative has requested to be reappointed,

**WHEREAS**, it is in the best interest of the City of Valparaiso to have representative on the Okaloosa Gas Board.

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

The following is hereby reappointed to serve on the following board for a four-year term or at the pleasure of the Valparaiso City Commission:

1. Okaloosa Gas Board

Member  
Carl L. Scott

Term Expires  
June 30, 2027

**This resolution is effective upon adoption.**

**PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF JUNE 2023.**

\_\_\_\_\_  
Hubert Smith  
Mayor

ATTEST:

\_\_\_\_\_  
Anna E. Millsaps  
Deputy City Clerk

## **RESOLUTION NO. 09-06-12-23**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA AUTHORIZING THE APPROVAL OF THE COMMERCIAL CONTRACT TO PURCHASE REAL PROPERTY; ISSUANCE BY THE CITY OF ITS \$2,314,373.32 CITY HALL NOTE, SERIES 2023, TO PROVIDE FUNDS FOR PURCHASE OF REAL PROPERTY AND IMPROVEMENTS FOR VALPARAISO CITY HALL; AUTHORIZING THE AWARD OF THE SALE OF THE NOTE UNDER CERTAIN PROPOSED TERMS; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY AND THE PURCHASER OF THE NOTE; PLEDGING PAYMENTS AND COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE NOTE; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of Valparaiso, Florida desires to finance the purchase of a new city hall at 23 John Sims Parkway (Parcel ID 12-1S-23-253F-0001-0040) and the adjacent property (Parcel ID 12-1S-23-0000-0001-0000); and

**WHEREAS**, the City Commission has negotiated favorable terms and conditions for the purchase of the properties identified in the resolution from the owner H and S, LLC; and

**WHEREAS**, the City Commission finds it favorable and necessary to issue a loan agreement and note to facilitate the purchase of the properties with H and S, LLC at 2.90% interest; and

**WHEREAS**, the note shall only be paid from legally available non-ad valorem revenues of the City of Valparaiso, Florida.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALPARAISO, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, the City Charter and the Code of the City of Valparaiso and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined, and declared that:

A. The City of Valparaiso (the "City") desires to obtain financing to provide the City with the necessary funding (the "Loan") to provide the purchase of real property and improvements for a new city hall as identified in the Commercial Real Estate Contract attached as Exhibit A.



B. It is necessary and desirable to provide for the execution and delivery of a Loan Agreement (the "Loan Agreement") and the issuance of a Note, Series 2023 (the "Series 2023 Note") to implement the Loan. Amounts due under the Loan Agreement and the Series 2023 Note shall be payable from non-ad valorem revenues of the City derived from the City's covenant to budget and appropriate each year, from legally available non-ad valorem funds, such monies to pay the principal of and interest on such obligation.

C. In accordance with the provisions of Part III, Chapter 218, Florida Statutes, a negotiated sale of the Series 2023 Note is in the best interest of the City because of the flexibility available in structuring the Series 2023 Note and its terms.

### **SECTION 3. APPROVAL OF COMMERCIAL CONTRACT TO PURCHASE.**

The City Commission does hereby authorize the Mayor to sign the Commercial Contract to purchase the properties identified as 23 John Sims Parkway (Parcel ID 12-1S-23-253F-0001-0040 and the adjacent property identified as Parcel ID 12-1S-23-0000-0001-0000, attached as Exhibit B.

### **SECTION 4. AUTHORIZATION AND AWARD OF SERIES 2023 NOTE.**

The issuance by the City of its \$2,314,373.32 principal amount Note, Series 2023, for the purposes described above; to be dated, to bear interest, to be payable, to mature, to be subject to prepayment and redemption and to be secured by a covenant of the City to budget and appropriate from legally available non-ad valorem funds each year monies sufficient to pay the principal and interest on such Series 2023 Note, is hereby authorized. The sale of the Series 2023 Note to H and S, LLC, a Florida Limited Liability Company is hereby authorized.

### **SECTION 5. APPROVAL OF LOAN AGREEMENT AND SERIES 2023 NOTE.**

The City Commission of the City does hereby authorize the Mayor and the City Clerk, acting with the advice and recommendation of the employees of and advisors to the City, deliver a Loan Agreement and the Series 2023 Note in substantially the form attached as Exhibit A with such changes and additions as the Mayor of the City, acting with advice and recommendation of the employees of and advisors to the City, shall determine to be necessary or desirable in order to consummate the transactions authorized by this Resolution, the determination of the definitive form of the Loan Agreement and Series 2023 Note by the Mayor of the City to be conclusively established by his execution of the same. Further, the City Commission of the City does hereby authorize the Mayor or City Clerk of the City and any person or persons designated and authorized by such officers or the City Commission of the City to act in the name and on behalf of the City, or any one or more of them to execute and deliver such instruments and to take such other actions as shall be necessary to implement the Loan.

**SECTION 5. REPEAL OF INCONSISTENT PROVISIONS.** All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

**SECTION 6. SEVERABILITY.** In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its final passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Hubert B. Smith  
Mayor

ATTEST

---

Anna E. Millsaps  
Deputy City Clerk

APPROVED AS TO FORM:

---

Hayward Dykes, City Attorney

**EXHIBIT A**

**FORM OF**

**LOAN AGREEMENT**

**And**

**SERIES 2023 NOTE**

**LOAN AGREEMENT**

**between**

**VALPARAISO, FLORIDA**

**and**

**H and S, LLC**

**Dated as of        \*        , 2023**

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This LOAN AGREEMENT (the "Agreement") made and entered as of \* , 2023, by and between the CITY OF VALPARAISO, FLORIDA (the "City") and H and S, LLC. (the "Lender").

WITNESSETH

WHEREAS, the City has determined that it is necessary, desirable and in the best interests of the City and its inhabitants that the City issue its \$ 2,314,373.32 principal amount City Hall Purchase Note, Series 2023 (the "Note"), for the purpose of financing the purchase of the real property leased by the City pursuant to that certain Lease Agreement dated [November 1, 2021], (the "Lease") on which are located the City's Administrative Offices and its City Hall (collectively, City Hall").

WHEREAS, the Lender is one of the landlords under the Lease and has agreed to finance the City's purchase of City Hall under the terms and conditions contained in this Loan Agreement and the City has determined that it is in its best interest to accept the proposal of the Lender which allows the City to purchase City Hall at essentially the same rate of expenditure as the Lease.

WHEREAS, the Lender has agreed to lend the City the principal amount of the Note on the terms there specified (the "Loan").

WHEREAS, the City has determined that it is in the best interest of the health, safety, and welfare of the City and the inhabitants thereof that the City pledge legally available non-ad valorem revenues of the City derived from the City's covenant to budget and appropriate each year as defined and described herein to repay the principal of and interest on the Note when due, as provided therein.

WHEREAS, the Note shall not constitute a general obligation or indebtedness of the City as a "bond" within the meaning of any provision of the Constitution of the State of Florida, but shall be and is hereby declared to be a special, limited obligation of the City, the principal of and interest on which are payable solely from legally available non-ad valorem revenues of the City derived from the City's covenant to budget and appropriate each year as defined and described herein and the principal of and interest on the Note and all other payments provided for herein will be paid solely from the foregoing revenue source, and it will never be necessary or authorized to levy taxes on any real property of or in the City to pay the principal of or interest on the Note or other payments provided for herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"Act" means Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

"Authorized Investments" means any obligations, deposit certificates, or other evidences of indebtedness legal for investment pursuant to law, to the extent not inconsistent with the terms of the investment policy of the City and applicable law.

"Business Day" means any day of the year on which banks in Bay County, Florida, are not required or authorized by law to remain closed and on which the Lender and the City and the New York Stock Exchange, Inc. are open for business.

"City" means the City of Valparaiso, Florida, a municipal corporation and public body corporate and politic.

"City Hall" means the existing City Hall, currently leased to the City by the Lender and to be purchased by the City pursuant to the Purchase Agreement as described in Section 11.B. hereof.

"Clerk" means the City Clerk, any Deputy Clerk designated by the Clerk to act on his or her behalf, or such other person or persons as may be duly authorized to act on his or her behalf.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations, procedures and rules thereunder in effect or proposed.

"Commission" means the Valparaiso City Commission, the governing body of the City.

"Determination of Taxability" means the determination by the Internal Revenue Service that interest paid or payable on all or a portion of the Note is or was includable in the gross income of the Lender for federal income tax purposes due to action or inaction of the City; provided, that no such determination will be considered final for this purpose unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same (for a period not to exceed 2 years), either directly or in the name of the Lender and until the conclusion of any appellate review, if sought.

"Dollars" means the lawful money of the United State of America

"Fiscal Year" means, with respect to the City, the period from October 1 to the succeeding September 30, or such other period as may be prescribed by law.

"Lender" means H and S, LLC. as the initial registered owner of the Note, or its permitted successor in interest or assigns.

"Mayor" means the Mayor of the City, acting on behalf of the Commission, and in his absence or unavailability, the Mayor Pro-Tem of the City, and such other person or persons as may be duly authorized to act on their behalf.



"Non-Ad Valorem Revenues" means all revenues of the City derived from any source whatsoever other than ad valorem taxation and legally available to pay principal of and interest on the Note.

"Note" means the Note of the City delivered to the Lender in substantially the form attached hereto as Exhibit A, with such modifications thereto as may be approved by the Mayor, upon the advice of the City Attorney, such approval to be presumed by the Mayor's execution thereof.

"Person" or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Register" means the books maintained by the Registrar in which are recorded the name and address of the holder of the Note.

"Registrar" means the Clerk or any other Person maintaining the Register upon appointment by the Commission.

"Resolution" means Resolution No. 09-06-1223, adopted by the Commission on June 12, 2023.

"State" means the State of Florida.

"Taxable Period" means the period of time between (a) the date that interest on the Note is deemed to be includable in the gross income of the owner thereof for Federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability and after which the Note bears interest at the Taxable Rate.

"Taxable Rate" means, upon a Determination of Taxability, the interest rate per annum that shall provide the Lender with the same after tax yield that the Lender would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Lender as a result of such Determination of Taxability. The Lender shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

### SECTION 3. THE LOAN.

Subject to the terms, conditions, and other provisions hereof, the City, by the delivery of the Note, accepts the Loan and the Lender has, upon delivery to it of the Note, made the Loan available to the City. The proceeds of the Loan shall be used solely for the purposes of the 2019 Improvements and issuance of the Note.

### SECTION 4. DESCRIPTION OF NOTE.

A. The Loan shall be evidenced by the Note, which shall be in the form of a single Note in the denomination of \$ 2,314,373.32 and shall bear interest on the outstanding principal amount thereof from its dated date until payment of the principal amount thereof, at the fixed rate of 2.90% per annum on the basis of a 30 day month, 360 day year. The Note shall be dated as of the date of initial delivery thereof; shall be payable in 339 level, monthly installments of principal and all accrued interest, each in the amount of \$10,000, to be applied first to accrued interest and then to outstanding principal, commencing July 31, 2023, and continuing on the same day of each consecutive month thereafter, and a final installment in the amount of \$4,746.23 payable on October 31, 2051, provided, however, that such final installment shall in any event be in an amount sufficient that all principal and interest is paid in full; shall be in registered form.

B. The Note may be prepaid at any time by the City, in whole or in part on any date, at a price of par, plus accrued interest to the prepayment date, without penalty or premium.

C. Upon the occurrence of a Determination of Taxability and for as long as the Note remains outstanding, the interest rate on the Note shall be converted to the Taxable Rate. In addition, upon a Determination of Taxability, the City shall pay to the Lender (i) an additional amount equal to the difference between (a) the amount of interest actually paid on the Note during the Taxable Period and (b) the amount of interest that would have been paid during the Taxable Period had the Note borne interest at the Taxable Rate, and (ii) an amount equal to any interest, costs, expenses, reasonable attorneys' fees, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Lender as a result of the Determination of Taxability. This adjustment shall survive payment of the Note until such time as the federal statute of limitations under which the interest on the Note could be declared taxable under the Code shall have expired. The foregoing adjustments to the interest rate on the Note shall be effective on the earlier of the date of the Determination of Taxability, or the date on which the interest on the Note became affected by virtue of the Determination of Taxability; provided such adjustment shall not become payable until after written notice thereof has been given by the Lender to the City.

SECTION 5. EXECUTION OF NOTE. The Note shall be executed in the name of the City by the Mayor, and attested and countersigned by the Clerk, and its official seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of such Note shall hold such office in the City, although at the date of such Note such person may not have been so authorized.

SECTION 6. REGISTRATION AND TRANSFER OF NOTE. The Note shall be and shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code-Investment Securities Laws of the State of Florida, and each registered owner, in accepting the Note, shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of negotiable instruments thereunder. The Note shall be issued only in the initial denomination thereof or a smaller amount resulting from a partial prepayment thereof.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of the Note is shown on the Register shall be deemed the owner thereof by the City and the Registrar, and any notice to the contrary shall not be binding upon the City or the Registrar. The City and the Registrar may treat the registered owner as the absolute owner of the Note for all purposes, whether or not such Note shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of the Note may be transferred only upon the Register; provided, that transfer of the Note shall be restricted to Permitted Lenders. A "Permitted Lender" shall mean an "accredited investor" as defined in Regulation D as promulgated under the Securities Act of 1933, as amended, or any "qualified institutional buyer" within the meaning of Rule 501 of Regulation D of the Securities and Exchange Commission. The Registrar shall be entitled to require delivery to the City of such evidence as it shall require that the transfer of the Note will be in compliance with federal and applicable state securities laws.

Upon surrender to the Registrar for transfer or exchange of the Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the transferee, a new fully registered Note of authorized denominations and of the same maturity and interest rate and for the aggregate principal amount as the Note surrendered.

If the Note is presented for transfer, exchange, prepayment or payment (if so required by the City or the Registrar), it shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the City or the Registrar, duly executed by the registered owner or by its duly authorized attorney.

The Registrar or the City may require payment from the registered owner or its transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto by any governmental body other than the City. Such charges and expenses shall be paid before any such new Note shall be delivered.

The new Note delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Note surrendered, shall be secured under this Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Note surrendered.

If the Note shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Note shall be canceled

and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the City.

SECTION 7. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Note shall be mutilated, or be destroyed, stolen or lost, upon the registered owner furnishing the Registrar proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur, the Registrar shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Note destroyed, stolen or lost, or in exchange and substitution for the mutilated Note, upon surrender of such mutilated Note, if any, to the Registrar and the cancellation thereof; *provided, however*, if the Note shall have matured or be about to mature, instead of issuing a substitute Note, the City may pay the same, upon being indemnified as aforesaid, and if such Note be lost, stolen or destroyed, without surrender thereof. Any Note surrendered under the terms of this Section 7 shall be canceled by the Registrar.

Any such duplicate Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the City whether or not, as to the duplicate Note, the lost, stolen or destroyed Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the special funds, as hereinafter pledged, to the same extent as the other Note issued hereunder.

SECTION 8. FORM OF NOTE. The Note shall be in substantially the form of Exhibit A hereto, with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Agreement.

SECTION 9. SECURITY FOR NOTE; NOTE NOT DEBT OF THE CITY. The payment of the principal of and interest on the Note shall be secured at all times by the covenant to budget and appropriate Non-Ad Valorem Revenues set forth in Section 10(D) hereof.

The Note shall not constitute a general obligation or indebtedness of the City, and the Lender shall never have the right to require or compel the levy of taxes upon any property of or in the City for the payment of the principal of and interest on the Note. The City does hereby irrevocably pledge the Non-Ad Valorem Revenues to the payment of the principal of and interest on the Note.

SECTION 10. COVENANTS OF THE CITY. So long as any of the principal of or interest on the Note shall be outstanding and unpaid, the City covenants with the Lender as follows:

A. Tax Compliance. The City will take all actions necessary to maintain the exclusion from gross income of interest on the Note for federal income tax purposes to the same extent as such existed on the date of issuance of the Note.

B. Financial Statements. Not later than 270 days following the end of each Fiscal Year, the City shall provide the Lender (in electronic format, if available) the annual audited financial statements of the City audited by the City's certified public accountants, together with the report of such accountants.

C. Covenant to Budget and Appropriate. The City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to pay principal of and interest on the Note when due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Note, in the manner described herein, Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law.

D. Upon delivery of the Note the City shall immediately apply the proceeds thereof to pay the costs of purchasing City Hall.

SECTION 11. CONDITIONS PRECEDENT. The obligation of the City to deliver the Note and of the Lender to make the disbursement of proceeds is subject to the satisfaction of each of the following conditions precedent on or before the closing date:

A. Action. The Lender shall have received copies of all action taken by the City approving the execution and delivery by the City of this Agreement and the financing documents to which the City is a party.

B. Purchase of City Hall. The City shall have, concurrently with the delivery of the Note, purchased City Hall pursuant to the terms and conditions of that Commercial Real Estate Purchase Agreement between the City and the Lender dated June, 12, 2023.

C. Opinion of City and Bond Counsel. The Lender shall have received an opinion or opinions of Hand Arendall Harrison Sale LLC, bond and general counsel to the City, in form and substance satisfactory to the Lender, which shall include opinions to the effect that (a) the City has the authority under the laws of the State of Florida to issue the Note and execute and deliver this Loan Agreement and any other documents required hereby (the "Loan Documents"), (b) the Note has been validly issued, (c) each of the Note, this Loan Agreement and the other Loan

Documents to which the City is a party has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City, duly enforceable in accordance with its terms (subject to such exceptions and conditions as shall be typical for such an opinion), and (d) interest on the Note is excludable from income of the holders thereof for purposes of federal income tax and is exempt from present income taxation in the State of Florida (the "Opinion").

B. No Default, Etc. No Event of Default shall have occurred and be continuing as of the closing date or will result from the execution and delivery of this Agreement; the representations and warranties made by the City shall be true and correct in all material respects on and as of the closing date, as if made on and as of such date; and the Lender shall have received a certificate from the City to the foregoing effect.

C. Other Documents. The Lender shall have received such other documents, certificates and opinions as the Lender or its counsel shall have reasonably requested.

SECTION 12. REPRESENTATIONS AND WARRANTIES. The City represents and warrants to the Lender that:

A. Organization. The City is a municipal corporation and public body corporate and politic of the State of Florida.

B. Authorization of Agreement and Related Documents. The City has the power and has taken all necessary action to authorize the execution, delivery and performance of the City's obligations under this Agreement and each of the financing documents to which it is a party in accordance with its respective terms. This Agreement has been duly executed and delivered by the City and is, and each of the other documents required hereby to which it is a party when executed and delivered will be, a legal, valid and binding obligation of the City enforceable against the City in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization or moratorium applicable to the City and general equitable principles regarding the availability of specific performance.

C. Financial Statements. The financial statements of the City for the year ended September 30, 2022, copies of which have been furnished to the Lender, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the City as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues, properties or operations of the City.

SECTION 13. TAX COMPLIANCE. Neither the City nor any third party over whom the City has control, will make any use of the proceeds of the Note at any time during the term thereof which would cause the Note to be a "private activity bond" within the meaning of Section 103(b)(1) of the Code or "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The City covenants throughout the term of the Note to comply with the requirements of the Code, as amended from time to time.

SECTION 14. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

City: City of Valparaiso, Florida  
465 Valparaiso Pkwy  
Valparaiso, FL 32580

Attention: Mayor  
City Clerk

Lender: H and S, LLC  
4592 Hwy 20 East, Suite 1  
Niceville, FL 32578

Attention: Chandler Huff

Either of the above parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 15. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean (except where the context clearly indicates otherwise), whenever such term is used in this Agreement, any one or more of the following events:

A. Failure by the City to timely pay any amount due hereunder within 3 business after written demand by Lender;

B. Except for the Event of Default described in Section 15(A) hereof, failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of 30 days after written notice, except to the extent some other grace period shall be provided in regard to a covenant, specifying such failure and requesting that it be remedied, is given to the City by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration;

C. Any warranty, representation or other statement by the City or by an officer or agent of the City contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material adverse respect;

D. A petition is filed against the City under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and an order for relief is entered or such petition is not dismissed within 60 days of such filing;

E. The City files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

F. The City admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the City or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days; or

G. Any debt of or assumed by the City (i) is not paid when due nor within any applicable grace period in any agreement or instrument relating to such debt, (ii) becomes due and payable before its normal maturity by reason of a default or event of default, however described, or (iii) becomes subject to a moratorium.

The City, immediately upon receiving knowledge of any Event of Default, shall provide written notice to the Lender of said Event of Default.

SECTION 16. REMEDIES. The Lender may sue to protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this Agreement, and to enforce and compel the performance of all duties required by this Agreement or by any applicable laws to be performed by the City, the Commission or by any officer thereof, and may take all steps to enforce this Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America, except that the remedy of acceleration is not authorized hereunder.

The City agrees to reimburse the Lender (or its agent, receiver, trustee, etc.) for all reasonable legal and collection costs incurred to exercise the Lender's remedies or collect its payments on the Note upon the occurrence of an Event of Default. The Lender's remedies hereunder may be exercised independently of all Parity Debt obligations of the City, and no other noteholders' or creditors' approval is required for the Lender to exercise such remedies upon the occurrence of an Event of Default.

SECTION 17. NO RECOURSE. No recourse shall be had for the payment of the principal of and interest on the Note or for any claim based on the Note or on this Agreement, against any present or former member or officer of the City or any person executing the Note.

SECTION 18. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement.



SECTION 19. WAIVER OF JURY TRIAL. With respect to any suit or action between the City and the Lender relating to the Note or this Agreement or any other aspect of the transaction between the City and the Lender, the City and the Lender each expressly waives any right to a jury trial, and agrees that the exclusive venue for any such suit or action shall be Bay County, Florida.

SECTION 20. U.S. PATRIOT ACT . The City represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person.

SECTION 21. Reserved

SECTION 22. NATURE OF TRANSACTION. The City and the Lender acknowledge and agree that the Lender is purchasing the Note in evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with DTC or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

SECTION 23. AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended with the prior written consent of the City and the Lender.

SECTION 24. BINDING EFFECT. To the extent provided herein, this Agreement shall be binding upon the City and the Lender and shall inure to the benefit of the City and the Lender and their respective successors and assigns.

SECTION 25. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 26. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 27. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 28. CITY'S RIGHTS NOT ASSIGNABLE. The City may not assign any of its rights under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**CITY OF VALPARAISO, FLORIDA:**

\_\_\_\_\_  
By: Hubert B. Smith, Mayor

[Seal]

ATTEST:

\_\_\_\_\_  
Tammy Johnson , City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Heyward Dykes, Jr., City Attorney  
Hand Arendall Harrison Sale, LLC.

**H and S, LLC:**

\_\_\_\_\_  
By: Chandler Huff, Manager of C and C,  
LLC

EXHIBIT A  
FORM OF NOTE

No. R-1

CITY OF VALPARAISO, FLORIDA  
CITY HALL PURCHASE NOTE, SERIES 2023

RATE OF INTEREST	MATURITY DATE	DATE OF ISSUE
2.90%	*	*

REGISTERED OWNER: H and S, LLC.

PRINCIPAL AMOUNT: \$2,314,373.32

KNOW ALL MEN BY THESE PRESENTS, that the City of Valparaiso, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner identified above, or its registered assigns, the principal sum state above, together with interest on the outstanding balance thereof from date at the fixed rate of 2.90% per annum on the basis of a 30 day month, 360 day year, in 339 level, monthly installments of principal and all accrued interest, each in the amount of \$10,000, to be applied first to accrued interest and then to outstanding principal, commencing July 31, 2023, and continuing on the same day of each consecutive month thereafter, and a final installment in the amount of \$4,746.23 payable on October 31, 2051, provided, however, that such final installment shall in any event be in an amount sufficient that all principal and interest is paid in full. In any case where the date for making any monthly installment payment shall be other than a Business Day, then such payment shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Note.

This Note may be prepaid in whole or in part at par and without penalty on any date prior to maturity upon ten (10) days' prior written notice to the Registered Owner.

This Note is issued under the authority of Chapter 166, Part II, Florida Statutes, as amended, the City of Valparaiso Charter and other applicable provisions of law, and pursuant and subject to the terms and conditions of a resolution duly adopted by the Commission of the City on June 12, 2023, and a Loan Agreement of even date between the City and the initial Registered Owner (the "Loan Agreement"). Capitalized terms used herein and not defined are used as defined in that Loan Agreement.

This Note shall not constitute a general obligation or indebtedness of the City, but is secured by a covenant to budget and appropriate Non-Ad Valorem Revenues as provided in the Loan Agreement, and the Lender shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this Note.

Reference is made to the Loan Agreement for the provisions relating to the security for payment of this Note and the duties and obligations of the City hereunder.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in connection with the issuance of this Note, have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the City of Valparaiso, Florida, has caused this Note to be executed by its Mayor, and attested by its City Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Note to be dated as first above stated.

**CITY OF VALPARAISO, FLORIDA**

---

By: Hubert B. Smith  
Its: Mayor

ATTEST:

---

By: Tammy Johnson  
Its: City Clerk

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

\_\_\_\_\_  
PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING  
NUMBER OF ASSIGNEE the within Note and does hereby irrevocably constitute and appoint

\_\_\_\_\_  
as his agent to transfer the Note on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature must be guaranteed by  
an institution which is a participant in the  
Securities Transfer Agent Medallion  
Program (STAMP) or similar program.

\_\_\_\_\_  
NOTICE: The signature to this assignment must  
correspond with the name of the Registered  
Owner as it appears upon the face of the within  
Note in every particular, without alternation or  
enlargement or change whatever.

\_\_\_\_\_  
(Authorized Officer)

**EXHIBIT B**

**COMMERCIAL CONTRACT  
TO PURCHASE REAL PROPERTY**

# Commercial Contract



1\* 1. **PARTIES AND PROPERTY:** City of Valparaiso, Florida, a municipal subdivision ("Buyer")  
2\* agrees to buy and H and S, LLC, a Florida Limited Liability Company ("Seller")  
3\* agrees to sell the property as: Street Address: 23 John Sims Parkway (Parcel ID 12-1S-23-253F-0001-0040)  
4\* and the adjacent property identified by as Parcel ID 12-1S-23-0000-0001-0000.  
5\* Legal Description: VALPARAISO PLAT # 15 LOTS 4 & 5 BLK 1 & BEG SW COR LOT 4 S 150 FT E 200 FT M/L TO HY #85  
6\* THEN ALONG HY #85 300 FT M/L TO INTERSECTION OF EDGE AVE TH W TO NE COR LOT 5 S 150 FT TH W 150 FT TO BEG & THE E1/2 OF LOT 6  
7\* and the following Personal Property: N/A  
8\* \_\_\_\_\_

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10\* 2. **PURCHASE PRICE:** \$ 2,314,373.32 as of July 1, 2023  
11\* (a) Deposit held in escrow by Hand Arendall Harrison Sale LLC \$ 0.00  
12 ("Escrow Agent") (checks are subject to actual and final collection)  
13\* Escrow Agent's address: 35008 Emerald Coast Pkwy, Suite 500 Phone: 850-650-0010  
14\* (b) Additional deposit to be made to Escrow Agent within \_\_\_\_\_ days after Effective Date \$ \_\_\_\_\_  
15\* (c) Additional deposit to be made to Escrow Agent within \_\_\_\_\_ days after Effective Date \$ \_\_\_\_\_  
16\* (d) Total financing (see Paragraph 5) \$ See Section 22  
17\* (e) Other \_\_\_\_\_ \$ \_\_\_\_\_  
18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject  
19\* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 2,314,373.32 as of July 1, 2023  
20 check(s) or wire transfer.

21 3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller**  
22\* and **Buyer** and an executed copy delivered to all parties on or before May 15, 2023, this offer will be  
23 withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3  
24 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**  
25 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**  
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5  
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending  
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the**  
29 **essence in this Contract.**

## 30 4. CLOSING DATE AND LOCATION:

31\* (a) **Closing Date:** This transaction will be closed on June 30, 2023 (Closing Date), unless specifically  
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but  
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing  
34 Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the  
35 insurance underwriting suspension is lifted.

36\* **Buyer** ( ) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37\* (b) Location: Closing will take place in Okaloosa County, Florida. (If left blank, closing  
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40\* **BUYER'S OBLIGATION:** Within \_\_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party  
41\* financing in an amount not to exceed \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_, with a fixed interest rate  
42\* not to exceed \_\_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or commitment  
43\* or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized over \_\_\_\_\_  
44 years, with additional terms as follows:

45\* See Section 22

46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any  
47\* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_\_ days (45 days if  
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and  
49 (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the  
50 mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately  
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and  
52\* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left  
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.  
54 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time  
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the  
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**  
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan  
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the  
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be  
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for  
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract  
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to  
63 retain the Deposit(s) if the transaction does not close.

64\* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty  
65\* deed ☒ other Special Warranty Deed, free of liens, easements and encumbrances of record or  
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility  
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be  
68\* subject) \_\_\_\_\_

69\* \_\_\_\_\_;  
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
71\* Property as \_\_\_\_\_

72 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
73\* and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and  
74\* within \_\_\_\_\_ days ☐ after Effective Date ☒ or at least 5 \_\_\_\_\_ days before Closing Date deliver to **Buyer** (check one)  
75\* ☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount  
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the  
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after  
79 Effective Date.  
80\* ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable  
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies  
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and  
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and  
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of  
86 title.

87 (b) **Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**  
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.



(2) **Buyer** delivers proper written notice and **Seller** cures the defects within 10 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☒ (i.) **Seller** will, within 20 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 20 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the

**Buyer** ( ) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any  
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that  
148\* materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with Buyer's consent  
149\* ☐ without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at  
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing  
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and  
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or  
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each  
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its  
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,  
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant  
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;  
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in  
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information  
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors  
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and  
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security  
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and  
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance  
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the  
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will  
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the  
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing  
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last  
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,  
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will  
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply  
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192\* Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the  
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the  
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to  
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance  
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of  
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross  
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,  
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent  
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of  
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,  
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If  
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent  
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover  
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and  
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
211\* complying party specifying the non-compliance. The non-complying party will have \_\_\_\_ days (5 days if left blank) after  
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit  
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make  
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek  
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the  
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain  
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the  
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent  
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the  
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate  
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving  
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable  
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,  
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial  
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240\* **Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

**(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

**(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

## 17. RISK OF LOSS:

**(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

**(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

**18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

**20. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

**(a) Seller's Broker:** N/A  
(Company Name) (Licensee)  
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) N/A

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288\* (b) Buyer's Broker: N/A  
289 (Company Name) (Licensee)  
290\*  
291 (Address, Telephone, Fax, E-mail)  
292\* who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated  
293\* by ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)  
294\* N/A

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to  
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
304 this Contract):

305* <input type="checkbox"/> Arbitration	<input type="checkbox"/> Seller Warranty	<input type="checkbox"/> Existing Mortgage
306* <input type="checkbox"/> Section 1031 Exchange	<input type="checkbox"/> Coastal Construction Control Line	<input checked="" type="checkbox"/> Buyer's Attorney Approval
307* <input type="checkbox"/> Property Inspection and Repair	<input type="checkbox"/> Flood Area Hazard Zone	<input type="checkbox"/> Seller's Attorney Approval
308* <input type="checkbox"/> Seller Representations	<input checked="" type="checkbox"/> Seller Financing	<input type="checkbox"/> Other _____

309 **22. ADDITIONAL TERMS:**

310\* \*Buyer is currently leasing the Property from Seller and Huff Management, LLC by lease dated November 17, 2021 (the Lease), Buyer

311\* shall continue to lease and occupy the Property through closing. At closing all parties to the Lease shall sign a termination of the Lease as approved by the City Attorney.

312\* \*Seller shall owner finance the entire purchase price at an amount equal to the principal amount that would be fully amortized  
313\* by monthly payments of principal and all a interest (applied first to interest) in the same amount as the monthly payments due  
under the Lease over a term co-terminus with the Lease and at an interest rate of 2.0982% per annum, 360 day year.

\*As of July 1, 2023, the principal amount would be \$2,314,373.32.

314\*  
315\* \*In the event the closing date is changed by the Buyer and Seller, the new closing date shall be 30 days from the previous  
closing date. Seller's monthly cash flow pre-closing and post-closing is to remain materially the same, except for expenses  
associated with this contract and financing.

316\* \*Purchase price shall be paid by delivery of Buyer's City Hall Purchase Note, Series 2023 (the Note) in materially the form  
317\* attached, incorporated, and marked Exhibit A, together with letters from the Buyer's City Attorney and Bond Counsel  
respectively authorizing Buyer to rely upon the opinion of the City Attorney that the note is valid and enforceable and the  
318\* opinion of the Bond Counsel that the interest on the note is exempt from federal income taxation, both opinion in form  
customarily accepted in the municipal bond market.

319\* \_\_\_\_\_

320\* \_\_\_\_\_

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**  
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**  
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**  
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333\* Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
337 to do so.

338\* \_\_\_\_\_ Date: \_\_\_\_\_  
339

340\* \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
341 (Typed or Printed Name of **Buyer**)

342\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

343\* \_\_\_\_\_ Date: \_\_\_\_\_  
344 (Signature of **Buyer**)

345\* \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
346 (Typed or Printed Name of **Buyer**)

347\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

348\* **Buyer's** Address for purpose of notice: \_\_\_\_\_

349\* Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

350\* \_\_\_\_\_ Date: \_\_\_\_\_  
351

352\* \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
353 (Typed or Printed Name of **Seller**)

354\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

355\* \_\_\_\_\_ Date: \_\_\_\_\_  
356 (Signature of **Seller**)

357\* \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
358 (Typed or Printed Name of **Seller**)

359\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

360\* **Seller's** Address for purpose of notice: \_\_\_\_\_

361\* Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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362\* **Buyer** ( ) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

## John Sims Parkway 2 Way Left Turn Lane

Planning Commission Clear Zone Strategy Package  
6 June 2023

1

1

## Existing Highway Repaving Efforts

- FDOT will pave John Sims Parkway southward from SR 190 to Eglin East Gate
  - Begins late 2023
- FDOT will pave John Sims Parkway northward from SR 190 to Edge Ave, Niceville
  - Design begins December 2023

2

2

## What is a 2 Way Left Turn Lane?

- 2 Way Left Turn Lane is a center lane which allows vehicles going in either direction to make a left turn across on-coming traffic
- FL 20 in Niceville has a 2 Way Left Turn Lane
  - From just east of SR85/SR20 intersection to Niceville High School

3

3

## Need for JSP 2 Way Left Turn Lane (1/4)

- When/if City acquires homes in the Clear Zone, the City will receive land south of Tom's Bayou Bridge from the Air Force
- As this property is developed, traffic in this area of John Sims Parkway will substantially increase
- Roads will be built on both sides of JSP and property owners will need access from both directions, north and south, without making U-turns
- 2 Way Left Turn Lane solves this problem

4

4



## Need for JSP 2 Way Left Turn Lane (2/4)

- Where? John Sims Parkway south of Tom's Bayou Bridge to Eglin East Gate
- 1. On both sides of JSP there are city roads with homes on them and homes with driveways without access from JSP in both north and south directions on JSP
  - Currently access to 9 homes requires U-Turn on JSP or using other roads
  - East Side JSP Homes: 314 JSP, 316 JSP, 279 Florida Ave
  - West Side JSP Homes: 305 Michigan, 312 Michigan, 314 Michigan, 316 Michigan, 228 St Charles, 237 St Charles
- 2. Lewis School drop off/pick up causes high traffic load on JSP 5 days a week

5

5

## Need 1. for JSP 2 Way Left Turn Lane (3/4)

- East Side JSP Homes
  - 314 JSP
  - 316 JSP
  - 279 Florida Ave
- West Side JSP Homes
  - 305 Michigan Ave
  - 312 Michigan Ave
  - 314 Michigan Ave
  - 316 Michigan Ave
  - 228 St Charles Ave
  - 237 St Charles Ave

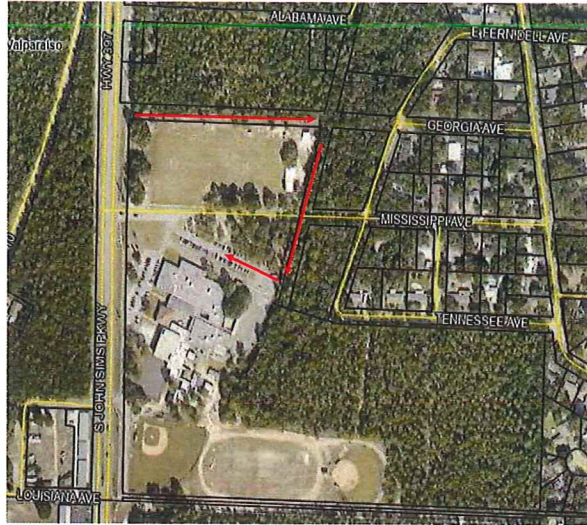


6

6

## Need 2. for JSP 2 Way Left Turn Lane (4/4)

- Problem
  - Heavy traffic on JSP at Lewis start/end times 5 days a week
  - Long backups on JSP
  - Difficult to turn right onto Mississippi from Eglin
- Solution
  - City build road on north side and east side of school athletic field
    - Georgia Ave and West Fern Dell
  - Direct Lewis traffic on new roads



7

7

## Impact of No 2 Way Left Turn Lane

- 1. If/when the city and AF make the trade for property from Clear Zone action, could/will be a very negative effect on traffic flow
  - Existing city roads may/will see increase in traffic depending upon time of day
    - For example, southbound traffic to homes on new Florida Ave, may use S Bayshore Drive, Montana Ave, or Grandview Ave and Vine Street
  - Will be more traffic making U Turns on JSP
- 2. Continue to have JSP backups twice a day for Lewis School

8

8

## Potential Actions

- 1. City make written request to FDOT for paving median from Tom's Bayou Bridge to Eglin East Gate
    - FDOT will then consider integrating project into paving from SR 190 to Edge Ave, Niceville
    - Design begins in December 2023
    - No guarantee of integrating effort into project
    - FDOT said it will not integrate the median paving into this year's JSP repaving project (even though this makes perfect sense, if city agrees to the median project, due to road equipment being in place)
      - Perhaps State Rep Maney could make a call and "influence" this FDOT decision
  - 2. Commissioner Wasdin adds 2WLTl on JSP to Okaloosa County Roads Project List
- OR
- 3. City make written request to FDOT for paving median from Old Highway 10 to Mississippi Ave for Lewis School traffic flow
- AND
- 4. Budget and schedule for paving Georgia and West Fern Dell for Lewis School traffic flow

9

9

Questions?

10

10



# PUBLIC WORKS MONTHLY ACTIVITIES REPORT

May 2023

## CEMETERY

- Met with families--2
- Made funeral arrangements—1
- Oversaw funeral operations--1
- Installed niche plate--1
- Oversaw marker installations—1
- Oversaw marker etching—1
- Planted 2 maple trees

## SHOP TRADES WORKER

- Police Dept—Refurbishing pistol range shed

## PARKS

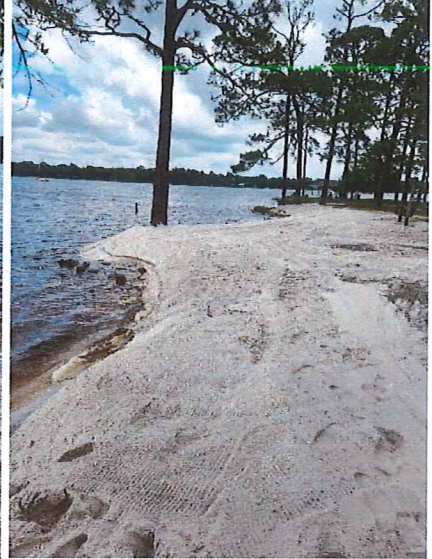
- Mowed, weedeated, pulled weeds, blew, removed debris all city parks/ building & city ROWs & medians
- City Hall
  - Replaced flag
- Florida Park—repaired roof on pavilion
- Lincoln Park
  - Replaced playground equipment
  - Pressure washed bathrooms
  - Repaired showers
  - Painted pavilions



## STREETS

- **CEMENT/ SIDEWALK**
  - Grandview Ave-Repositioned sidewalk
  - Chicago Ave—poured driveway after sewer repair
- **SIGN MAINTENANCE**
  - E Ferndell/ Georgia-repaired sleeve/ post on stop sign
- **TREE MAINTENANCE**
  - Cut up 2 fallen trees from 4 locations following storm- event
- **ROW MOWING**
  - Mowed ROWs in 20 locations, removed a total of 325 lbs of debris
- **DOT MOWING**
  - Hwy 85—Mowed, removed 100 lbs of debris
  - John Sims Pkwy—Mowed ROWs across the bridge, weedeated around power poles & ditches

- Valparaiso Pkwy—Mowed, removed 75 lbs of debris
- **STREET MAINTENANCE**
  - Roads graded—1
  - Installed millings, graded and rolled 4 locations
  - Filled 4 potholes in 3 locations
  - Asphalt repairs to 3 locations
- **STORMWATER**
  - Lincoln Park—Brought in loads of sand to add to playground and to refresh shoreline, graded



- Mowed ponds—2
- Washington/ Bayshore—cleaned 2 inlets, removed 600 lbs of debris
- Cleaned a total of 80' from 6 inlets, removing 2,00 lbs of debris
- Straightened one storm drain lid that was hit
- Shoveled 200 lbs of rock, dirt & mulch off roadway
- Cleaned boat ramps twice
- Changed dog waste stations 2 times, removed 30 lbs of waste
- **STREET SWEEPING**
  - Miles of residential streets swept: 34
    - Lbs of debris removed: 2,400
  - Miles of DOT streets swept: 8.13
    - Lbs of debris removed: 600
- **MISC/ SHOP**
  - Sweeper—Installed new parts for broom head, cleaned and washed
  - John Deer mower—installed new PTO switch
  - Hustler mower—changed blades
  - V-36—changed oil & filter
  - New Gator—changed oil & filter
- **Assisted Depts**
  - Water & Sewer
    - 101 John Sims Pkwy—assisted with water break
    - 281 & 283 Montana Ave—assisted with installation of sewer lines

## **SANITATION**

- 205.75 Tons (411,500 lbs.) of Household Trash collected
- 30.39 Tons (60,780 lbs.) of Roadside Bulk collected
- Number of trips to the dump: 52
- 840 Yds. of yard waste has been taken to landfill
- Number of trips to Landfill: 42

- Delivered 52,580 lbs of cardboard to Tallahassee
- New Trash cans delivered:3
- Trash cans changed out: 1

## **WATER/ SEWER**

- **REGULATORY COMPLIANCE SAMPLING**
  - Monthly Bacteriological sampling
  - Static Water Levels
- Locates—77
- Manually read meters—75
- New meters installed—1
- Meters replaced—4
- Nodes replaced—2
- Check meter for leaks/ issues—1
- Water Leaks/ Breaks—1
- Exercised valves—56
- Valve box lowered—1
- Curbstop replaced—1
- Water/ Sewer taps—3
- Check residential pressure--2
- Hydrant maintenance (flushing, painting, clearing of brush & debris)--50
- Sewer calls—8
- Ft of sewer line washed—167
- Ft of sewer lateral installed 25
- Ft of new sewer line installed--95
- Ft of water line installed—224
- Ft of water service line installed--63

## **Support Staff**

- **REGULATORY COMPLIANCE REPORTING**
  - Prepared & sent April's 2023 Monthly Operational Report (MORs) to FDEP & Poly, Inc
  - Submitted SOC 2<sup>nd</sup> sample waiver request to FDEP
  - Sent Annual Water Quality Report (CCR) to DOH
  - Sent Certification of Delivery and supporting documentation for the Annual Water Quality Report (CCR) to FDEP
- **RECORDS MAINTENANCE**
  - Sent 48 Lead & Copper sampling request questionnaires to residents
  - Ordered bottles for next month's compliance sampling
  - Produced Static Water Level Report for May
  - Updated Water Distribution Log for May
  - Updated Disinfection Residual report for May
  - Recorded Water Uses/ Losses in FRWA spreadsheet
  - Produced May's Purge Data Report
  - Daily maintain record of all activities of depts in Public Works
  - Daily record phone calls received
  - Prepared May's Public Works Activities Report
  - Format fuel sheets for June and disseminated.
- **WORK ORDERS GENERATED/ PROCESSED**
  - In-house work orders generated—38
  - Work orders processed from City Hall--51
  - Locate requests from Sunshine 811—108
  - Meter Leak Alert customers contacted—46
  - Meters/ Mi.Nodes commissioned—4
- Received 294 phone calls.



- Cemetery-0
- Parks-8
- Sanitation-68
- Shop-1
- Streets-9
- Water/ Sewer-45
- Misc/ Other Depts- 169

# LIBRARY REPORT

## PATRON COUNT

Last month over 3,100 members visited our library.

## CIRCULATION

We had over 3,000 checkouts last month. This includes, eBooks, eMagazines, eAudiobooks, novels and technological equipment.

## PROGRAM ATTENDANCE

Over 2,000 Patrons enjoyed our programs and events. Some special events: Star Wars Celebration, Science at the Library, Music & Me and Sing-a-long.

## SUMMER READING PROGRAM

Summer Reading Program started June 5th and was a success! We had over 200 attend our kickoff for the summer. We have already had over 150 sign ups for Summer Ready Program on June 5th.

## UPCOMING EVENTS

Little Adventures  
Chinese Language and Culture Class  
Author Reading with Eliza Scalia  
Coconut Radio  
History of Bees  
Shorebirds  
Anime Drawing

## COMMUNITY PROGRAMS

We offer educational Storytime, Music & Me, Science for all ages, ART for all ages, writing social, Lego challenges, book club, tech help, sewing, teen improv and more.

