

AGENDA
CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING
VALPARAISO, FL
850-729-5402
February 12, 2024
6:00 PM

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

APPROVAL OF MINUTES

January 8, 2024, Regular Commission Meeting
January 22, 2024, Executive Session

CITIZENS' CONCERNS (non-agenda items)

1. Resident
2. Non-resident

ACTION ITEMS/POTENTIAL ORDINANCES

1. Added Agenda Item
2. Approve Plat for Clearing on Kelly Mill Road-----Attach 1
3. Lien Reduction 115 John Sims Parkway-----Attach 2
4. Ordinance No. 726 Land Use Change R1A to C1-----Attach 3
5. Ordinance No. 727 Rezoning R1A to C1 405 Government-----Attach 4
6. Ordinance No. 728 Rezoning R1A to C1 407 Government-----Attach 5
7. Ordinance No. 729 Rezoning R1A to C1 409 Government -----Attach 6
8. Ordinance No. 730 Rezoning R1A to C1 411 Government -----Attach 7
9. Ordinance No. 731 Rezoning R1A to C1 413 Government -----Attach 8
10. Ordinance No. 732 Rezoning R1A to C1 428 Edge-----Attach 9
11. Resolution No. 01-02-12-24 Sale of Surplus Equipment-----Attach 10
12. Proclamation Problem Gambling Awareness Month -----Attach 11

OLD BUSINESS

1. Update New City Hall Renovation
2. Legal Update
Live Oak Fiber Ground Lease Agreement -----Attach 12
3. Ordinance No. 725 Property Owners' Responsibility Sewer Line Maint. ---Attach 13

REPORTS / CORRESPONDENCE / ANNOUNCEMENTS

1. TPO/DOT
2. Stormwater
3. Community Liaison Report
4. Regional Sewer Update
5. Planning Commission Update
6. Community Center Update-----Attach 14
7. Department Updates-----Attach 15
8. Disbursements
9. Etc.

Administration

1. Employee Bonuses-----Attach 16

Memorandum

To: Mayor & Commissioners

From: Tammy Johnson

Date: 2/7/2024

Re: OUT OF POCKET EXPENSES AT 115 JOHN SIMS PARKWAY

Mr. Rosenbleeth is asking the Commission Board to accept \$11,5000 to satisfy all liens against the property (see his attached letter dated January 23, 2024). His letter states that at present the out-of-pocket expense to the city is \$10,500.

In my research I found \$20,564.48 in out-of-pocket expenses.

First out of pocket expenses are \$7,617.95 (see attached Memo dated March 27, 2000).

Second out of pocket expenses \$10,500.00 demolishing of building in 2018.

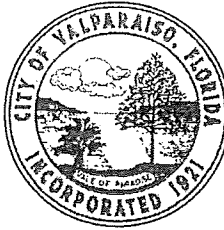
Third out of pocket expenses \$2,446.53 see table below of legal expenses incurred from 2008 to 2023.

Legal Fees

Nov - Dec 2008 Bowman	381.5
Dec - Feb 2009 Bowman	406.71
May 2009 - June 2009 Bowman	347.82
June 2021 Dykes	253.5
July 2021 Dykes	39
Jan 2022 Dykes	540
April 2022 Dykes	370.5
April 2023 Dykes	107.5

2,446.53

The Total lien is in the amount of \$31,394.07.



MEMORANDUM

DATE: March 27, 2000
FROM: City Administrator
TO: Record
SUBJ: Recovery of Costs for Partial Demolition of Professional TV Building

This establishes the documented costs associated with City action regarding the Professional TV Building at 115 South John Sims Parkway in Valparaiso. Costs were incurred carrying out responsibilities detailed in Article X, Chapter 98 of the Land Development Code dealing with Dangerous Buildings. The City Commission declared the subject building "Dangerous" and subsequently ordered certain corrective actions to be taken by the owner. The owner failed to take corrective actions, and the Commission had the work done in accord with Sec. 98-231, LDC and now makes account of associated costs for billing to the property owner.

ACTION	INVOICE DATE	AMOUNT
Advertisements: Northwest Florida Daily News		
• Legal 1630: 24, 25, 27, 27, & 28 Nov 99	29Nov99	\$389.20
Legal Fees: Hall & Runnels		
• 23Feb99 - Consult	07May99	40.50
• 30Jun99 - Consult (1/3 of billed time)	04Aug99	34.83
• 01Jul99 - Consult (1/2 of billed time)	04Aug99	26.75
• 08Jul99 - Consult (1/3 of billed time)	04Aug99	12.67
• 15Jul99 - Legal research and attend White hearing	04Aug99	247.00
• 08Nov99 - Consult (1/2 of billed time)	30Dec99	114.00
Asbestos Inspection & Testing: Southern Earth Sciences	01/03/00	750.00
Asbestos Removal: Glennco, Inc.	02/25/00	1,243.00
Building Partial Demolition: John G. Gordon	03/03/00	4,760.00
TOTAL		\$7,617.95

Respectfully submitted,

Michael M. Flynt

Michael M. Flynt
Administrator

Jason Rosenbleeth
991 Bayshore Drive
Valparaiso, Florida 32580
850-830-0173

Date: January 23, 2024

To: Mayor and Board of Commissioners

Re: Petition for Lien Reduction

Dear Mayor and Board of Commissioners:

As the owner of Rosenbleeth Properties, LLC, I have recently purchased the property at 115 John Sims Parkway, Valparaiso, Florida identified with parcel number 12-1S-23-253F-0017-0200. You may remember this property as the old White television store. It has come to my attention there exist several municipal liens on the property related to past code enforcement issues by the previous owners. Two of those liens represent accrued fines due to noncompliance and the third has direct expenses related to the demolition of the old structure.

I am very much interested in pursuing a commercial project on this property and would like to resolve these outstanding lien issues with a mutually agreeable solution. At present the out-of-pocket expense to the city is \$10,500.00. I respectfully request the city accept a check in the amount of \$11,500.00 satisfying all liens against the property. The reduction would serve as an aid in improving the feasibility of a project. Once completed the benefits to the city would include increased ad valorem tax, city service fees, and much needed improved aesthetics on John Sims Parkway.

For the record, I live and work in Valparaiso and would love to be a part of improving our city, I can assure you I will be a good steward of this opportunity and will make every effort to create something that enhances our community. Thanking you in advance for your consideration of my proposal.

Respectfully submitted,



Jason Rosenbleeth

L164 1

L164 2

L164 3

2009 4,520.00

10,500.00

7,617.95

2010 4,881.60

2011 5,272.13

2012 5,693.90

2013 6,149.41

2014 6,641.36

2015 7,172.67

2016 7,746.48

2017 8,366.20

2018 9,035.50

2019 9,758.34

2020 10,539.01

2021 11,382.13

2022 12,292.70

2023 13,276.12

TOTAL 31,394.07

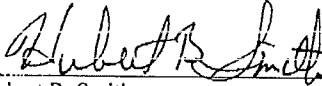
I certify that the below Order and Lien is a true and full copy.


Tammy H. Johnson OMC, City Clerk City of Valparaiso

VALPARAISO CITY COMMISSION
ORDER FOR REPAIR COSTS and
NOTICE OF MUNICIPAL LIEN 115 JOHN SIMS PKWY, VALPARAISO, FL

1. On July 5, 2018, the City of Valparaiso's building official, Carl Scott, requested pursuant to 98-230 and 98-231 of the City of Valparaiso Code, a hearing to be conducted due to a dangerous building identified at 115 John Sims Pkwy.
2. Upon receipt and review of the Notice Requesting Hearing, the City Commission at a public meeting on July 9, 2018 voted unanimously to give written notice to the owner, occupant, mortgagee, lessee, agent, and all other persons having an interest in such building as shown by the land records of the clerk of the county, to appear before it on August 13, 2018 to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated, or demolished, in accordance with the statement of particulars set forth in the building official's notice.
3. The City Commission conducted a public hearing on August 13, 2018 at Valparaiso City Hall. Present at the hearing were Mr. Carl Scott the City's Building Official who after being duly sworn did testify to the condition of the dangerous building and requested demolition thereof in accordance with the procedure set forth in the City's Code. No one appeared on behalf of the property owner or DIH Tax Partners LLC.
4. Mr. Scott presented testimony and evidence that the property was currently in an unsafe, unsanitary, and dangerous condition for years. Mr. Scott testified the building and the property were littered with trash and the structure itself is unsafe, unsanitary and would endanger the health and well-being of any occupants. Mr. Scott requested that the City Commission authorize demolition of the dangerous structure and remove all contents and debris from the property. Pursuant to the City Code, Mr. Scott requested the Commission to place a lien on the property for the demolition of the dangerous building if performed by the City, if the owner(s) fail or refuse to do so within 30 days of the order of the Commission.
5. Upon hearing of all testimony and receipt of all evidence a motion was made to demolish the dangerous building located at 115 John Sims Pkwy, Valparaiso, Florida within 10 days from August 13, 2018. The Commission after a unanimous vote, finds that the building located at 115 John Sims Pkwy, Valparaiso, Florida meets the criteria of a dangerous building as set forth in the Valparaiso Code, 98-226 as presented by the building official. All costs and expenses by the City to demolish the dangerous building shall be placed as a lien on the property.
6. On or about November 29, 2018, the City did demolish the building at 115 John Sims Pkwy, Valparaiso, Florida resulting in \$10,500.00 in costs to demolish and abate the serious public health, safety, and welfare violation at 115 John Sims Pkwy, Valparaiso, Florida. For which the City of Valparaiso is entitled to reimbursement and is a lien on the land on which the violation previously existed.

DONE AND ORDERED, this 15th day of April 2021.


Hubert B. Smith
Mayor, City of Valparaiso, Florida

Copies to:

Heirs of Russell F. White
115 S John Sims Pkwy
Valparaiso, FL 32580-1211

DIH Tax Partners LLC
2912 Park Arbor Court
Fort Worth, Tx 76116

FILE # 2586677 RCD: 09/02/2009 @ 11:43 AM, BK: 2903 PG: 3487 RECORDING:
\$15.00 RECORDING ARTICLE V: \$12.00 DEPUTY CLERK LALLABAUGH DON W.
HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL



FRESH AND SALTWATER SPORTS
ON CHOCTAWHATCHEE BAY

CITY OF VALPARAISO
465 VALPARAISO PARKWAY • (850) 729-5402
VALPARAISO, FLORIDA 32580
CLAIM OF LEIN

HOME OF
EGLIN AIR FORCE BASE

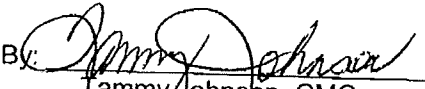
STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned Notary Public, personally appeared **TAMMY JOHNSON, City Clerk for the CITY OF VALPARAISO, FLORIDA**, who, being duly sworn, says that the City of Valparaiso, 465 Valparaiso Pkwy, Valparaiso, Florida 32580, the Lienor, incurred expenses and a fine has been assessed, on property owned by **Martin White, 115 John Sims Parkway, Valparaiso, Florida 32580**.

See Attached Order Assessing Fines and Costs



I, Tammy Johnson, City Clerk of the City of Valparaiso, certify that the attached order, dated July 14, 2009, is a true and full copy.

City of Valparaiso

By: 
Tammy Johnson, CMC
City Clerk

State of Florida
County of Okaloosa

The forgoing instrument was acknowledged before me this 31st day of
August, 2009 by Tammy Johnson who is personally known to me.


Notary Public Della Rhodes


"Home of the World's Largest Air Force Installation, Eglin Air Force Base, Florida"

BEFORE THE CITY OF VALPARAISO SPECIAL MAGISTRATE

City of Valparaiso

v.

Case No. 08050010

Martin White/White TV Repair.

ORDER FINDING VIOLATIONS AND REQUIRING COMPLIANCE

THIS MATTER, having been duly noticed came before the City of Valparaiso Special Magistrate for the purpose of determining whether the alleged violator, Martin White/White TV Repair, had corrected the previously stipulated-to violations, whether the previous Order had been substantially complied with, and whether fines should be imposed. After hearing the evidence and argument of the parties, the Special Magistrate finds:

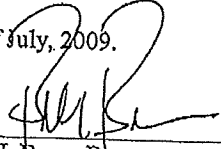
1. The property at issue is located at 115 John Sims Parkway North, Valparaiso, Florida 32080 (hereinafter the "property").
2. Martin White is the owner or is otherwise in control of the property.
3. Proper notice of the alleged violations and the proceedings was given by the City of Valparaiso to Mr. White.
4. The property has been in violation of Sections 54-31 (Blighted property prohibited), 54-32 (Attractive nuisances prohibited), 54-33 (Fire hazards prohibited), and 54-34 (Blighted buildings prohibited), City of Valparaiso Code of Ordinances. Martin White/White TV Repair previously stipulated to the below requirements:
 - a. Within thirty (30) days of the date of this Order, Martin White shall cause all loose metal siding and/or roofing to be secured, all unsightly foliage to be trimmed or removed, all debris to be removed from the property, and all loose wiring on the property to be secured.
 - b. Within sixty (60) days of the date of this Order, Martin White shall commence all other repairs or necessary actions to bring the property into complete compliance with City of Valparaiso Code provisions.

c. Within ninety (90) days of the date of this Order, Martin White shall be in substantial compliance with all above-referenced City of Valparaiso Code provisions.

d. The City of Valparaiso has not sought fines or cost reimbursement at this stage of the proceedings, but pursuant to Chapter 162, Florida Statutes, fines will accrue if, at the end of ninety (90) days from the date of this Order, substantial compliance has not been achieved.

5. Martin White/White TV Repair has not corrected the previously stipulated-to violations, the previous Order has not been substantially complied-with and the deadlines for compliance have not been met.
6. The City of Valparaiso has incurred \$770.00 in investigative, legal and other costs in prosecuting this matter for which Mr. White/White TV Repair is determined to be liable.
7. At least seventy-five (75) days of non-compliance have elapsed since the prior Order was issued in this matter. A reasonable fine for the non-compliance in this case is \$50.00 per day or \$ 3,750.00.
8. The City of Valparaiso is entitled to recover its costs and the fines in a total amount of \$4,520.00, as well as post judgment interest at 8% per year until paid in full, which amount shall become a lien upon the property upon the recording of this Order.

DONE AND ORDERED, this 14th day of July, 2009.


J. Bruce Bowman
Valparaiso Special Magistrate

Copies to:

Valparaiso City Clerk
Douglas M. Wyckoff, Esquire
George Day, Esquire

51.00

**** OFFICIAL RECORDS ****
BK 2260 PG 3102

THIS DOCUMENT PREPARED BY:
HALL & RUNNELS, P.A.
Steven K. Hall
36468 Emerald Coast Parkway
Suite 2101
Destin, Florida 32541

FILE # 1787301 RCD: Aug 10 2000 @ 02:45PM
Newman C. Brackin, Clerk, Okaloosa Cnty FL

(The above space provided for recording information)

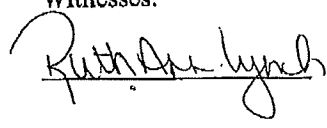
CLAIM OF LIEN

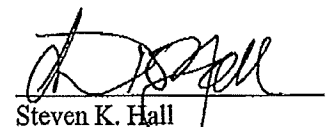
STATE OF FLORIDA
COUNTY OF OKALOOSA


Before me, the undersigned notary public, personally appeared Steven K. Hall, who was duly sworn and says that he is the agent of the lienor, the City of Valparaiso, whose address is 465 Valparaiso Parkway, Valparaiso, Florida 32580, Okaloosa County, Florida; and that in accordance with Valparaiso Code of Ordinances, section 98-231, the lienor has expended \$7,617.95 to repair a Dangerous Building as defined in section 98-226 on real property which is further described in Exhibit "A". The owner of the real property, Mr. Russell F. White, has failed to comply with the Final Order issued on October 26, 1999. See attached Exhibit "B". Mr. White was personally served with the Final Order on October 27, 1999. See attached Exhibit "C". On November 19, 1999 Mr. White was notified, by Certified-Return Receipt Requested Mail, of his noncompliance with the Final Order and notified that he would be responsible for the cost of demolition and repair for his failure to comply with the Final Order. See attached Exhibit "D". Mr. White was subsequently notified of the costs incurred by the lienor and payment was demanded. See attached Exhibit "E". The total amount of \$7,617.95 remains unpaid.

Pursuant to section 98-231 of the Code, the City is specifically authorized to collect all amounts due as described above by the filing of a municipal lien and may pursue appropriate action in a court of law to foreclose said lien.

Witnesses:



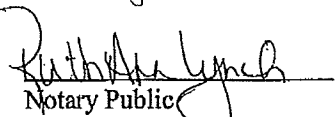

Steven K. Hall
City Attorney, Valparaiso, Florida



Sworn to and subscribed before me on this 9th day of August, 2000.

(Affix Seal)




Notary Public
My Commission Expires:

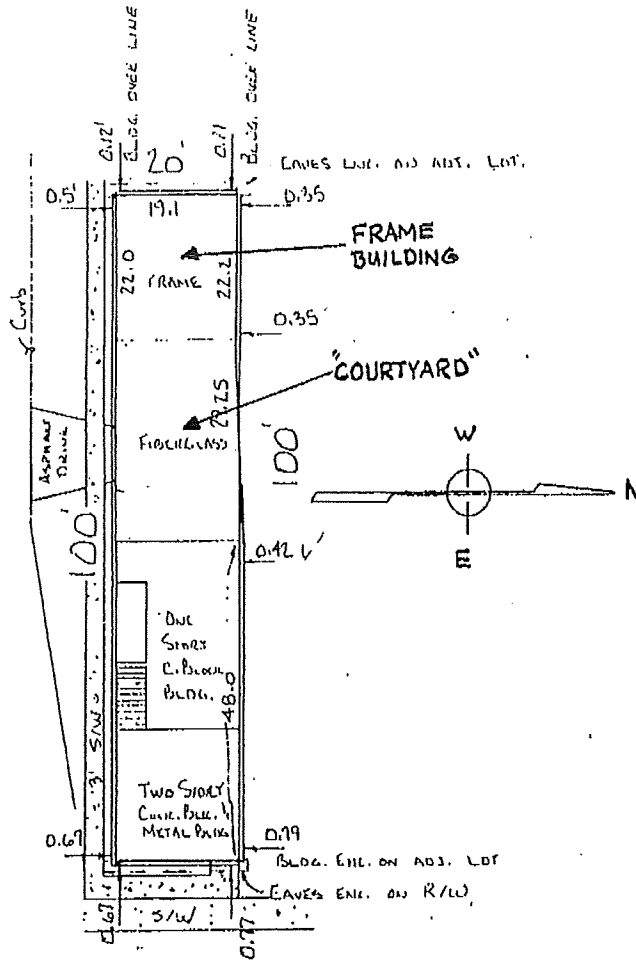
Recorders Memo:
Legibility of some entries on this
page/document not suitable for
Microfilming/Imaging records.

hated

South 20 feet of Lot 19 and 20, Block 17, Plat 15, City of Valparaiso as recorded in the Clerk of the Circuit Court, Okaloosa County, Florida.

AND

Beginning at the SE corner of Lot 20, Blk 17, Plat 15, Valparaiso, thence N 20 feet along the E line of Lot 20 to a point; thence E 50 feet or to the W right-of-way line of John C. Sims Parkway (Forest Ave.); thence S 20 feet or to the N line of Market Ave.; thence W along the N line of Market Ave. 50 feet to the POB.



JOHN C. SIMS PARKWAY

DESCRIPTION <u>ABOVE</u>	
BOOK <u>OKALOOSA</u>	PAGE <u>COUNTY, FLORIDA</u>
ENCROACHMENTS <u>"As Noted"</u>	
SCALE <u>1"=70'</u>	DATE <u>28 SEPT. '77</u>
FIELD BOOK <u>115W12113</u>	I HEREBY CERTIFY THE ABOVE SURVEY TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
OWNER <u>RUSS WHITE</u>	
ORDERED BY <u>SURVEY</u>	W. E. OVERSTREET REGISTERED SURVEYOR #2092 STATE OF FLORIDA
PLOT PLAN	

ENGINEER W. E. OVERSTREET SURVEYOR
PHONE 243-2909 • FORT WALTON BEACH, FLORIDA • 7 HUGHES AVENUE

EXHIBIT A

OFFICIAL RECORDS ##
BK 2260 PG 3103

**** OFFICIAL RECORDS ****
BK 2260 PG 3104

FINAL ORDER
FINDINGS OF FACT AND CONCLUSIONS
IN RELATION TO THE PROFESSIONAL TV BUILDING LOCATED AT
115 S. JOHN SIMS PARKWAY

Comes now the City Commission of the City of Valparaiso, Florida, pursuant to the requirements of Section 98-231 of the Code of Ordinances for the City and issues a final order in the matter of the declaration of the above-referenced building as a "dangerous building" as defined in Section 98-226 of the Code. The issuance of this Order follows two public hearings convened to take evidence relative to the building on July 15, 1999 and October 11, 1999 and incorporates the exhibits accepted by the Commission during each hearing. This Order includes the Findings of Fact required by Section 98-231(3) of the Code and references and incorporates these exhibits in support of same.

FINDINGS OF FACT

Based on the sworn testimony and written exhibits received by the Commission at two public hearings in this matter, the following Findings of Fact are determined and here provided.

NOTE: Certain supporting exhibits will be referenced as "Atch ___" in reference to the attachments included with the City Administrator's July 14, 1999 summary Memorandum (the "Summary") accepted as part of the record of the hearing. Others will be referred to by title.

1. The existing commercial improvements located on the parcel identified with the street address of 115 S. John Sims Parkway, Valparaiso, Florida and more specifically described in the Warranty Deed shown in Atch. 1 are known generally as the "Professional TV Building" (the "Property"). This deed also establishes that Russel F. White, an unmarried man, is the sole record owner of the Property and the improvements thereon. This fact is also supported by Mr. White's admission during his testimony before the Commission.

2. The Summary indicates the Chronology of Events and Notices regarding the Property and Mr. White beginning in January, 1995 in relation to the ultimate determination that the Property contained a dangerous building. The City Administrator testified as to the accuracy of the Summary and the Commission accepted it as its first exhibit during the hearing. The history of negotiations and requirements for correction of Code violations on the Property is well documented in Atchs. 2-7 and 9-10.

3. At the request of the Commission and the Administrator, the City Fire Chief assisted the City Building Official in assessing the condition of the improvements on the Property and generated a fact finding report on Jan. 28, 1999 establishing that the improvements were in violation of at least twenty provisions of the applicable local fire and life safety codes. This report was provided to Mr. White and the Commission both before and during the course of the hearing. See Atch. 11.

EXHIBIT B

**** OFFICIAL RECORDS ****
BK 2260 PG 3105

4. At the request of the Commission and the Administrator, the City Engineer and staff assisted the City Building Official by inspecting the improvements and providing a Building Condition Survey Report to the Administrator on Feb. 16, 1999. The report details existing conditions and code violations related to the concrete building, the "courtyard" and the storage building west of the courtyard. In addition, the report details the corrective actions necessary to address these deficiencies. The report was provided to Mr. White and to the Commission both before and during the course of the hearing. See Atch. 12.

5. Based on the results of the above-referenced reports and his own inspections, the City Building Official determined that the improvements on the Property constituted a Dangerous Building within the standards established in Section 98-226 of the Code. On Feb. 23, 1999, the Building Official posted a notice on the Property as required by Section 98-230(9) of the Code. See Atch. 14. Mr. White received a copy of the reports and the Notice covered by a summary letter from the Building Official by certified mail on Feb. 24, 1999 as shown in Atchs. 13 and 16.

6. On April 20, 1999, the Building Official reported to the City Commission in compliance with the requirements of Section 98-230(7) of the Code that Mr. White had failed to take any corrective action on the items identified in his Feb. 22nd letter. See Atch. 17.

7. Upon receipt of the Building Official's report and pursuant to a valid public notice (Atch. 18) and personal notice to Mr. White (Atch. 19), the Commission convened a quasi-judicial proceeding at 5:45 p.m.(CDT) in the Commission Chambers to conduct the show cause hearing as required by Section 98-231(2) of the Code. The Official Minutes of that hearing are attached here for reference both that sufficient evidence was adduced through testimony of the Building Official, the City Engineer, the City Fire Chief, the City Administrator and Mr. White to establish the factual basis required for a determination that the improvements did constitute a Dangerous Building and that these circumstances required that the building be vacated, sealed and demolished in part to address the threat posed by the structures.

8. Following the continuance of the July 15th hearing and prior to the reconvening of the hearing on October 11th, the City Administrator provided Mr. White with a letter detailing the required corrective actions established by the Commission after the taking of the bulk of the evidence in this matter. The Commission, upon reconvening on October 11th, determined through the testimony of the City Administrator and Mr. White that none of the required corrective actions had been taken. Accordingly, the Commission determined by a unanimous vote as reflected in the attached Official Minutes of that meeting, that this Order be prepared and the corrective actions specified in the final letter be incorporated as the items which must be accomplished by the Owner or by the City on the Property.

**** OFFICIAL RECORDS ****
BK 2260 PG 3106

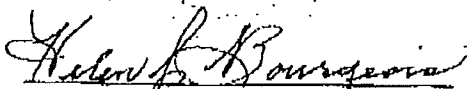
CONCLUSIONS and ORDER

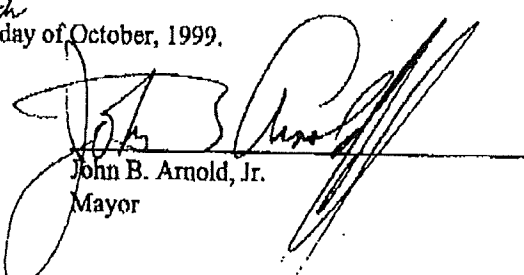
Based on the foregoing Findings of Fact, the City Commission hereby declares the following conclusions:

1. That Russell F. White is the sole title owner of the Property and is responsible for any corrective actions required by the City in relation to the Property.
2. That the Property contains certain improvements which meet the standards for designation as a Dangerous Building and are thereby declared to be a public nuisance pursuant to the provisions of Section 98-229 of the Code. Specifically, the improvements have been shown to have at least the defects listed in subsections 5-10 of Section 98-226 of the Code.
3. That the City Building Official has fulfilled his duties as provided in Section 98-230 of the Code in relation to the inspection of the Property, notice to Mr. White and posting of the Property.
4. That the improvements on the Property meet the standards of subsection 2 of Section 98-228 of the Code requiring vacation and sealing of the buildings and surrounding area and the standards of subsection 3 of the same section for partial demolition as described in the City's final letter incorporated herein.
5. That Mr. White is commanded to vacate and demolish those portions of the improvements on the Property as directed in the corrective actions provided for herein. If Mr. White fails to comply with every part of this Order within ten (10) days of its issuance, the City shall cause such actions to be performed and all related costs of said actions and this process be charged against the Property and collected as specified in Subsection 5 of Section 98-231 of the Code.

This Order is hereby entered this 26th day of October, 1999.

ATTEST:


Helen J. Bourgeois
City Clerk


John B. Arnold, Jr.
Mayor



CITY OF VALPARAISO

P.O. BOX 286 - PHONE (850) 729-5402
VALPARAISO, FLORIDA 32580

October 27, 1999

STEVE
HALL

Mr. Russell F. White
1324 Cedar Avenue
Niceville, FL 32578

HAND DELIVERY

RE: Final Order Regarding Dangerous Building at 115 S. John Sims Parkway

Dear Mr. White:

This is notice of action by the City Commission of the City of Valparaiso, Florida concerning your building at 115 S. John Sims Parkway. Specifically, The City Commission has adopted the attached Final Order titled "Findings of Fact and Conclusions in Relation to the Professional TV Building Located at 115 S. John Sims Parkway". The action was taken by the City Commission on October 26, 1999 in a continuation of the public hearing on October 11, 1999 in which you participated. At the October 11, 1999 meeting the October 26, 1999 date and the time of the public hearing continuation were announced and acknowledged by you.

The attached Final Order gives you ten (10) days from the issuance of the Order to accomplish tasks enumerated to you at a public hearing on July 15, 1999, and provided in writing into your hand.

Should you have questions concerning this action or related matters, please call me at 729-5402.

Sincerely,

Michael M. Flynt

Michael M. Flynt
Administrator

**** OFFICIAL RECORDS ****
BK 2260 PG 3107

Atch: Final Order, Findings of Fact and Conclusions in Relation to the Professional TV Building Located at 115 S. John Sims Parkway.

cc: Building Official
City Engineer
City Attorney
Fire Department

Two original copies prepared. Receipt Acknowledged:

Russell F. White
Russell F. White

EXHIBIT C

"Home of the World's Largest Air Force Installation, Eglin Air Force Base, Florida"

FRESH AND SALTWATER SPORTS
ON CHOCTAWHATCHEE BAY

CITY OF VALPARAISO

405 VALPARAISO PARKWAY - PHONE (850) 729-5402

VALPARAISO, FLORIDA 32580

HOME OF
EGLIN AIR FORCE BASE

**** OFFICIAL RECORDS ****
BK 2260 PG 3108

FILE

WHITE'S

November 19, 1999

Mr. Russell F. White
1324 Cedar Avenue
Niceville, FL 32578

CERTIFIED - RETURN RECEIPT REQUESTED

RE: City Commission Action Regarding Dangerous Building at 115 S. John Sims Parkway

Dear Mr. White:

This is to let you know that the City Commission of the City of Valparaiso approved the attached Scope of Work (Atch 1) at special meeting on November 15, 1999 to carry out the requirements of the Final Order delivered to you on October 27, 1999 (Atch 2). The ten-day performance period in the Final Order expired on November 6, 1999 and we can not see that any of the required actions have been done. Our responsibility is to protect the safety of everyone in the city, and so it is our responsibility to carry out the Final Order according to the procedures of the Land Development Code.

The Scope of Work will be advertised for bids, and the city will let a contract for the work. Should you quickly have the work done yourself, we will not need to proceed with our action. But in any event, all the items listed must be accomplished to put the building in a safe condition. You will be presented a bill for the entire project related to accomplishing the Scope of Work. When you pay the bill, the matter will be closed. We have no firm idea how much the bill will be, but it will be discussed in City Commission meetings and that information will be available to you. The work will proceed rapidly once a Contractor is selected.

Should you not pay the bill for the actions in the Scope of Work, our Land Development Code directs the City Attorney to recover costs by filing a suit against the property owner, or to take other action. The City Commission has discussed the options of placing a special assessment in the annual property tax bill, or filing a lien against the property.

The City will contact you before building demolition actions begin, but you are urged to remove any contents that you want to retain. To save any contents of the frame building on the west side of the property, or of the "courtyard" under the corrugated plastic, we urge you to begin removing them immediately. Items stored on the City right-of-way on the south side of the property should also be removed immediately.

EXHIBIT D

"Home of the World's Largest Air Force Installation, Eglin Air Force Base, Florida"

Mr. White
November 19, 1999
Page 2.

**** OFFICIAL RECORDS ****
BK 2260 PG 3109

Actions will proceed rapidly after a Contractor has been selected to do this work. If you need assistance in protecting items in the buildings to be demolished, or in dealing with the overall situation, we urge you to seek it at once.

Please contact me at 729-5402 if you need information about these proceedings, or to inform us that you have completed all of the required tasks in the Scope of Work.

Sincerely,



Michael M. Flynt
Administrator

2 Atch:

1. Scope of Work
2. Final Order, Findings of Fact and Conclusions in Relation to the Professional TV Building Located at 115 S. John Sims Parkway.

cc: Building Official
City Engineer
City Attorney
Fire Department

**** OFFICIAL RECORDS ****
BK 2260 PG 3110

Z 518 430 644

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
MR RUSSELL WHITE	
Street & Number	
1324 CEDAR AVE	
Post Office, State, & ZIP Code	
NICEVILLE, FL 32578	
Postage	\$.53
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	3.20
Postmark	VALPARAISO

SENDER:

- ☐ Complete items 1 and/or 2 for additional services.
 Complete items 3, 4a, and 4b.
☐ Print your name and address on the reverse of this form so that we can return this card to you.
☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
☐ Write "Return Receipt Requested" on the mailpiece below the article number.
☐ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
 2. ☐ Restricted Delivery

3. Article Addressed to:

MR. RUSSELL WHITE
 1324 CEDAR AVENUE
 NICEVILLE, FL 32578

4a. Article Number

Z 518 430 644

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

11/22/99

5. Received By: (Print Name)**6. Signature (Addressee or Agent)**

[Signature]

8. Addressee's Address (Only if requested and fee is paid)

Is your RETURN ADDRESS completed on the reverse side?

PS Form 3811, December 1994

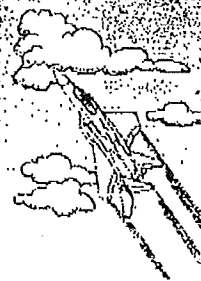
102595-99-B-0221

Domestic Return Receipt

Thank you for using Return Receipt Service.



FRESH AND SALTWATER SPORTS
ON CHOCTAWHATCHEE BAY



HOME OF
EGLIN AIR FORCE BASE

CITY OF VALPARAISO

465 VALPARAISO PARKWAY • PHONE (850) 729-5402

VALPARAISO, FLORIDA 32580

FOR DAWG

[Handwritten signature]

April 26, 2000

Mr. Russell F. White
1324 Cedar Avenue
Niceville, FL 32578

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RE: Request for Reimbursement of Costs

Dear Mr. White:

In the absence of your action regarding its Final Order regarding a Dangerous Building owned by you at 115 South John Sims Parkway, the City has contracted for work to mitigate the conditions that required the Dangerous Building designation. The City now requests reimbursement for actual costs involved in accord with the Land Development Code. Those costs are enumerated in the attached memorandum that was presented to the City Commission and approved at its regular April 2000 meeting.

Please remit \$7,617.95 to the City within sixty (60) days. Should you not remit the entire amount in that time, the City Attorney was instructed by the City Commission to begin seeking payment through other legal means.

Should you have questions concerning this action or related matters, please call me at 729-5402.

Sincerely,

Michael M. Flynt

Michael M. Flynt
Administrator

Atch: Administrator's memo, 03/27/00

cc: Building Official
City Engineer
City Attorney
Fire Department

**** OFFICIAL RECORDS ****
BK 2260 PG 3111

EXHIBIT E

"Home of the World's Largest Air Force Installation. Eglin Air Force Base, Florida"

**** OFFICIAL RECORDS ****
BK 2260 PG 3112

Z 407 090 830

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to RUSSELL F. WHITE	
Street & Number 1324 CEDAR STREET	
Post Office, State, & ZIP Code NICEVILLE, FL 32578	
Postage	.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	25
Return Receipt Showing to Whom, Date, & Addressee's Address	25
TOTAL Postage & Fees	\$ 2.98
Postmark & Date	

Is your **TURN ADDRESS** completed on the reverse side?

SENDER: <input type="checkbox"/> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery
3. Article Addressed to: MR RUSSELL F. WHITE 1324 CEDAR AVENUE NICEVILLE, FL 32578	4a. Article Number Z 407 090 830	
	4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD
5. Received By: (Print Name) RUSSELL F. WHITE	7. Date of Delivery SEP 00	
6. Signature (Addressee or Agent)	8. Addressee's Address (Only if requested and fee is paid)	

Thank you for using Return Receipt Service.

Ordinance No. 726

Land Use Change R1A to C1

Not available at this time

Ordinance No. 727 through 732

Ordinance No. 727 Rezoning R1A to C1 405 Government
Ordinance No. 728 Rezoning R1A to C1 407 Government
Ordinance No. 729 Rezoning R1A to C1 409 Government
Ordinance No. 730 Rezoning R1A to C1 411 Government
Ordinance No. 731 Rezoning R1A to C1 413 Government
Ordinance No. 732 Rezoning R1A to C1 428 Edge

Not available at this time

RESOLUTION NO. 01-02-12-24

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

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

WHEREAS, the Fire Department has a vehicle that no longer serves a need; and

WHEREAS, the Fire Chief has requested disposal of the surplus property.

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

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

- 2004 Ford Pickup

This resolution is effective upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF FEBRUARY 2024 .

Hubert B. Smith
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

City of Valparaiso, Florida

Proclamation

PROBLEM GAMBLING AWARENESS MONTH

Whereas, problem gambling is a serious public health issue affecting one to three percent of the general adult population and often results in personal, financial, familial, legal, and other costs, including a high risk of suicide; and

Whereas, it is estimated that over 200,000 Florida adults of diverse age, race, ethnicity, and socio-economic status suffer from past-year gambling problems, and 800,000 more are at risk of developing such difficulties, constituting 4.7% of the adult population ages 18 and older; and

Whereas, it is further important to note that these statistics do not account for youth, who are increasingly and deceptively exposed to gambling concepts and are at an increased risk for developing gambling-related problems; and

Whereas, it is also essential to recognize problem gambling as a societal issue, with 8-10 additional people adversely impacted by every problem gambler, increasing the affected population by an estimated additional 1.5 million individuals, with conservative projected social costs amounting to more than \$9 billion nationally each year; and

Whereas, problem gambling is treatable for those who seek help, which minimizes the harm to Floridians and to the State as a whole; and

Whereas, the Florida Council on Compulsive Gambling's (FCCG's) public awareness campaign provides an opportunity to educate the public, policymakers, educators, businesses, mental health and criminal justice professionals, and others, about the potential adverse effects of gambling, as well as social, legal, financial, and emotional impacts and available supports; and

Whereas, free referrals to problem gambling resources and supports, including to licenses and certified treatment providers, self-help support groups, the FCCG's Online Program for Problem Gamblers (OPPG), the FCCG's Peer Connect Program, financial supports, legal resources, and many more are readily available to all Floridians by calling or texting the 888-ADMIT-IT HelpLine; and

Whereas, any individual, professional, or other organizations dedicated to assisting those in need can participate in raising awareness and preventing problem gambling by promoting the statewide, confidential, toll-free, and 24/7 888-ADMIT-IT Problem Gambling HelpLine; and

NOW, THEREFORE, I, Hubert B. Smith, Mayor of the City of Valparaiso, Florida, do hereby proclaim the month of March 2024 as:

PROBLEM GAMBLING AWARENESS MONTH

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 12th day of February 2024.



January 25, 2024

The Honorable Hubert Smith
Office of the Mayor, City of Valparaiso
465 Valparaiso Pkwy
Valparaiso, FL 32580-1274

Dear Mayor Smith:

The Florida Council on Compulsive Gambling (FCCG) respectfully requests a proclamation declaring **Problem Gambling Awareness Month (PGAM)** in your municipality. The National Council on Problem Gambling has been recognizing March as National Problem Gambling Awareness Month for over 20 years, and the **FCCG is the state affiliate – and only organization – that furnishes problem gambling services and supports to thousands of Floridians each year.** The proclamation will help raise awareness about gambling disorder, classified by the American Psychiatric Association as a behavioral addiction, which impacts millions of Floridians who struggle directly with gambling related difficulties or are adversely affected by a loved one's gambling problem.

Though most people who gamble do not experience negative consequences, hundreds of thousands of Floridians suffer in silence from a hidden addiction. Gambling disorder presents no visible symptoms – yet has the power to wreak havoc through the lives of individuals and their families. When gambling becomes a problem, it calls everything into question. Our theme for PGAM this year reflects upon these impacts and the opportunities to raise awareness while providing answers to those in need: **“Shine the Light on Problem Gambling: 888-ADMIT-IT Fills in the Blanks!”**

At a time when Americans are fighting inflation just to afford routine expenses like groceries, gas, and housing, it is not hard to imagine how a gambling addiction can financially sink a family – and for many, that is only the beginning. The consequences of a gambling problem often result in financial, legal, employment, and relationship difficulties, and ultimately can lead to the loss of life when hope disappears: suicidal ideation and attempts. **Many Floridians do not know that free help and hope for problem gambling are available through the 24/7, Confidential, and Multilingual HelpLine: 888-ADMIT-IT.**

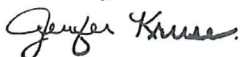
Disordered gambling affects more than 200,000 Floridians daily, which does not include the 8-10 others who are adversely affected by the gambler's activities – accounting for an estimated 1.5 million loved ones impacted. In addition, over 800,000 residents are at-risk of developing a gambling addiction.

Did you know that nearly 90% of Florida adults, ages 18 and older, have participated in some form of gambling? Among minors, ages 13-17, nearly 70% admit to betting, despite the legal gambling age of 18! Education is key in understanding the risks and the resources available for problem gambling, especially at a time when new and increasingly accessible gambling opportunities continue to emerge, including the legalization of online and mobile sports betting in Florida at the end of last year. **A proclamation by you will help raise awareness about problem gambling, which is treatable for those who seek help and will educate the public about the 888-ADMIT-IT HelpLine.**

Enclosed please find the 2024 Proclamation Template to personalize and return to our office to confirm your support. **Kindly mail the completed proclamation back to us at P.O. Box 2309, Sanford, FL 32772.** In addition, we ask that you allow us to list your municipality on our website, www.problemgamblingawarenessmonth.org, as a PGAM partner and supporter.

We appreciate your support in bringing attention to this public health issue and are enclosing some information that provides additional background on the prevalence of problem gambling in Florida and associated impacts. The FCCG would also be delighted to participate in any joint endeavors by providing speakers and/or other resources.

Sincerely,



Jennifer Kruse
Executive Director

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Agreement") is made this ____ day of _____ 2024 by and between **CITY OF VALPARAISO, FLORIDA**, a municipal corporation, whose address is 465 Valparaiso Parkway, Valparaiso, Florida 32580 ("Lessor") and LIVEOAK FIBER, LLC, a Delaware limited liability company, whose address is 808 Gloucester Street, Brunswick, Georgia 31520 ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property located at _____, as more particularly described and depicted in Exhibit A attached hereto and made a part hereof which is approximately Four Hundred (400) square feet in area (the "Leased Premises"); and,

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

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

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

2. **INITIAL TERM.** This Agreement shall be effective as of the later signature of the Parties ("Effective Date"), provided however, the initial term shall be for ten (10) years beginning on the _____ day of _____ 2024 ("Commencement Date") and terminating on the ____ day of _____ 2034 (the "Initial Term").

3. **RENEWAL TERM(S).** The Initial Term under this Agreement shall automatically be extended for two (2) additional five (5) year terms ("Renewal Term(s)") unless Lessee gives Lessor written notice of its intent to terminate at least three (3) months prior to the expiration of the then current term. The Initial Term and any Renewal Term(s) shall be collectively referred to herein as the "Term." Each Renewal Term(s) shall be on the same terms and conditions as set forth in this Agreement with rents as set forth under section 4 herein.

4. **CONSIDERATION.** The Annual Rental Payment during the Initial Term shall be Two Thousand Five Hundred (\$2,500.00) Dollars plus an additional rent supplement of One Thousand Two Hundred (\$1,200.00) Dollars ("Rent Supplement"), to be paid to Lessor in lieu of Lessee providing an internet service connection at Lessor's City Hall at no service cost and shall be due and payable on the Commencement Date and annually on the same date thereafter during

each year of the Initial Term thereafter to Lessor at 465 Valparaiso Parkway, Valparaiso, Florida 32580. Should Lessor request that Lessee provide internet service connection at Lessor's City Hall as described in section 4(a) herein, then the Lessee, beginning with the next annual rental installment payment shall stop paying the Rent Supplement. Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee a completed, current version of Internal Revenue Service Form W-9, or equivalent prior to the Commencement Date of the Initial Term and any Renewal Term. The Annual Rental Payment during any Renewal Term in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) shall be due and payable on the first day of any such Renewal Term(s) and annually on the same date thereafter during the Renewal Term(s) to Lessor at the address stated above.

(a) In the event that Lessor ceases providing broadband internet service within the City and requests that Lessee provide an internet connection at Lessor's City Hall the Lessee shall do so in lieu of payment of the Rent Supplement. Such connection to be located at the established demarcation point in the City Hall building at no cost to the Lessor, during the Initial Term and any Renewal Term. Lessor shall be responsible for all construction costs related to bringing the internet connection from an agreed upon handhole outside the City Hall building to the established demarcation point in the City Hall building. The conduit provided from the handhole to the demarcation point in the City Hall building must be at least three-quarter (3/4) inches in diameter and not cause any roadblocks.

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

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

7. MAINTENANCE. Lessee is solely responsible for the maintenance, upkeep, safety, and appearance of the Leased Premises during the term of the Agreement. Lessee shall maintain the Leased Premises in a safe and orderly manner; shall ensure the Leased Premises is secured by a lockable enclosure; and shall ensure that Lessee's use does not damage Lessor's property. If Lessee (in Lessor's estimation) fails to maintain the Leased Premises, Lessor may complete such maintenance at Lessee's cost.

8. IMPROVEMENTS AND DISCHARGE OF LIENS.

a. The communications equipment including, without limitation, the utility cabinet/hut structure, conduits, cables, fencing, wires, generators and other screening, and other improvements shall be constructed, installed, and maintained at Lessee's expense and such construction and installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, remove, add to, or otherwise modify its communications equipment, utility cabinet/hut structure, conduits, cables, fencing, wires, generators and other screening, or other improvements or any portion thereof at no additional cost to Lessee. Lessee shall only be required to obtain Lessor consent for modifications that increase the size of the Leased Premises or that modify the Use. Lessor shall respond in writing to any Lessee consent request within sixty (60)

days of receipt or Lessor's consent shall be deemed granted; provided, however, any material modifications to the Leased Premises shall be memorialized by the Parties in writing. Lessor is not entitled to a rent increase associated with any Lessee modification unless it is increasing the size of the Leased Premises or modifying the Use, in which case, any rent increase shall be proportionate to the additional ground space included in the Leased Premises.

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

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

10. TERMINATION. Lessee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessor in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Lessee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Lessee determines that such Government Approvals may not be obtained in a timely manner; (iv) Lessee determines any site analysis is unsatisfactory; (v) Lessee, in its sole discretion, determines the Use of the Leased Premises is obsolete or unnecessary; (vi) with three (3) months prior notice to Lessor, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in Lessee's sole discretion. Lessor may also, unless otherwise stated, immediately terminate this Agreement upon written notice to Lessee if any Use of the Leased Premises is deemed unlawful under applicable federal or Florida law or by order of an authority of competent jurisdiction. In the event of such termination by Lessor the Lessee shall receive from Lessor a prorated refund of the Total Rental Payment paid for that current lease term.

11. INDEMNIFICATION. Subject to paragraph 12, Lessee and/or any successor and/or assignees of Lessee, shall indemnify and hold harmless Lessor, and/or any successors and/or assignees of Lessor, against (i) all claims of liability or loss from bodily injury or property

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

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

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

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

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

Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises if all of the foregoing requirements are satisfied. The Lessee shall name Lessor as an additional insured as its interest may appear in regards to the aforementioned policies and shall furnish Lessor with a certificate of insurance upon request. Insurance shall be provided by financially responsible companies authorized to do business in the state of Florida with "Best" ratings of at least "A" or better. Lessee shall deliver to Lessor certificates of insurance evidencing the existence and amount of such insurance within seven calendar days of execution of this Agreement and within seven calendar days of the beginning of any Renewal Term if the policies of insurance have changed. Neither party shall by action or omission cause the insurance to be invalidated. If Lessee fails to obtain and keep in force the insurance required of Lessee, Lessor may obtain the same at the expense of Lessee or consider such a material breach.

13. WAIVER. Except for indemnification pursuant to paragraphs 11 and 15, or a violation of law, in no event shall Lessor or Lessee be liable to the other, or any of their respective agents, representatives, or employees, and Lessor and Lessee hereby waive, to the fullest extent

permitted under applicable law, the right to recover for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise.

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

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

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

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

Lessor: City of Valparaiso, Florida
Attn: City Clerk
465 Valparaiso Parkway,
Valparaiso, FL 32580

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

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notice shall be accompanied by a courtesy email to the email address(es) listed above.

18. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee's Use and Lessor does not remedy the failure within thirty (30) days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice, or (iii) Lessee fails to comply with this Agreement and Lessee does not remedy the failure within thirty (30) days after written notice from Lessor or, if the failure cannot reasonably be remedied in such time, if Lessee does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice.

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

amount due, Lessee may offset the full undisputed amount due against all fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee. If Lessor undertakes any such performance on Lessee's behalf and Lessee does not pay Lessor the full undisputed amount within thirty (30) days of its receipt of an itemized invoice setting forth the amount due, Lessor may add the full undisputed amount due to all rent or fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessor.

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

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

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

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

24. ATTORNEYS' FEES. In any action, suit or proceeding to enforce or interpret the terms of this Agreement or to collect any amount due hereunder each party shall be responsible for their own costs and expenses incurred in enforcing, defending or interpreting its rights

hereunder, including, but not limited to, all collection and court costs, and all attorneys' fees, whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings.

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

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

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

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

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

27. MISCELLANEOUS.

a. No Waiver. The waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such a waiver be in writing by the waiving Party.

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

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

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

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

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

g. Recording. Lessee shall not record this Agreement.

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

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

j. Disclaimer. This Agreement is not binding upon Lessor until it has been signed by a person with a specific delegation of authority to sign on Lessor's behalf.

k. Public Records. This Agreement and any and all related records are subject to disclosure by Lessor under the applicable public records laws of the State of Florida.

28. **JURY TRIAL IS WAIVED. NEITHER LESSOR NOR LESSEE SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING,**

COUNTERCLAIM, OR ANY OTHER LITIGATION BASED UPON, OR ARISING OUT OF THIS AGREEMENT, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

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

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

LESSOR:

LESSEE:

CITY OF VALPARAISO, FLORIDA

LIVEOAK FIBER, LLC, a Delaware limited liability company

By: _____

By: _____

Print name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION AND SITE SURVEY
PAGE 1 OF 2

DESCRIPTION:



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

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

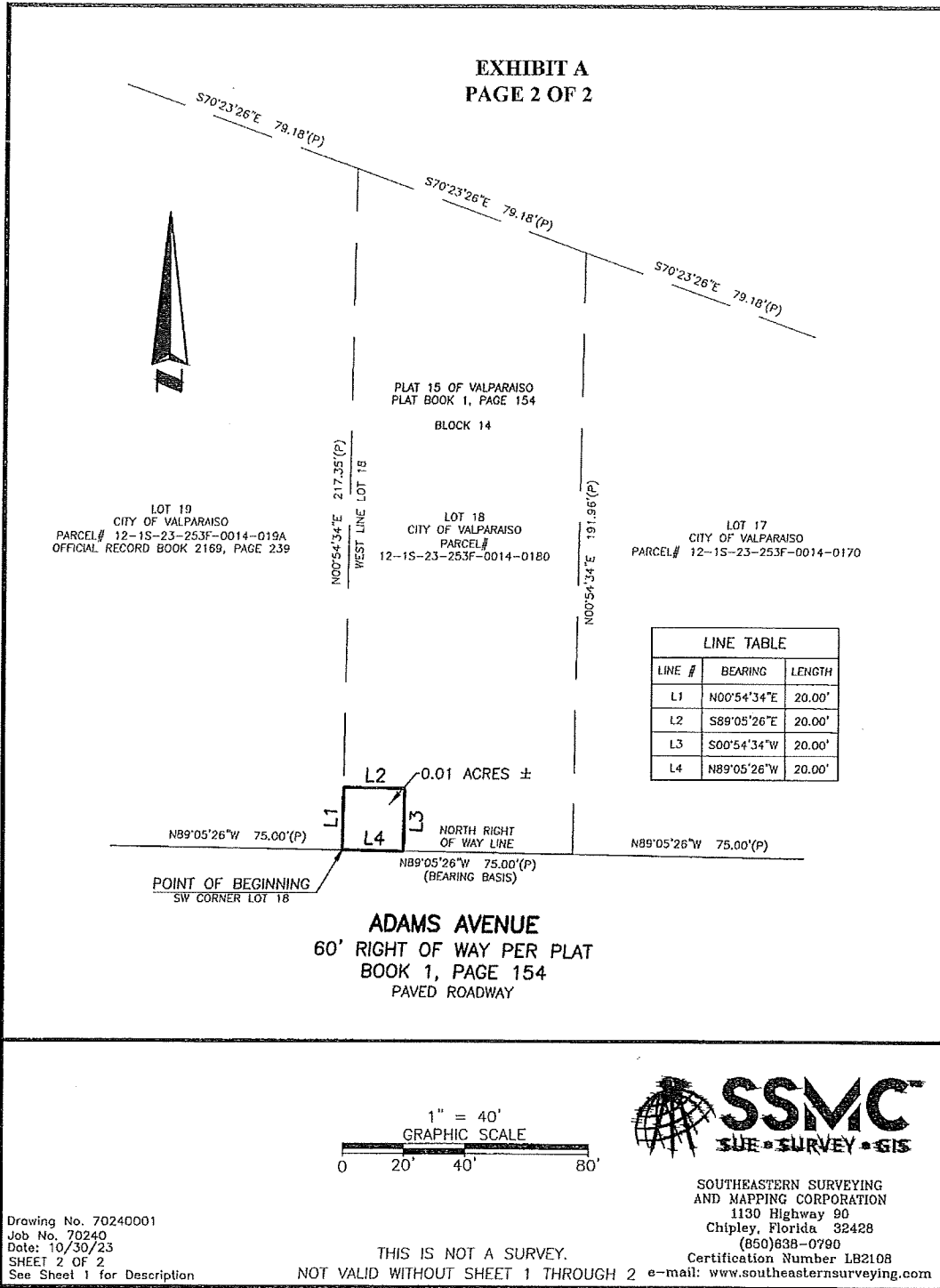
CONTAINS 0.01 ACRES (400.00 SQUARE FEET), MORE OR LESS.

SURVEYOR'S REPORT:

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

EXHIBIT	Date:	10/30/23	ES	Certification Number LB2108 70240001
FOR	Job Number:	70240	Scale:	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 1130 Highway 80 Chipley, Florida 32428 (850) 638-0790 info@southeasternsurveying.com
POLY INC	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.			
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			
				 THOMAS K. MEAD P.S.M. REGISTERED LAND SURVEYOR Number 5624

**EXHIBIT A
PAGE 2 OF 2**



ORDINANCE NO. 725

AN ORDINANCE OF THE CITY OF VALPARAISO, FLORIDA AMENDING SECTION 86-107 OF THE VALPARAISO CODE OF ORDINANCES; PROVIDING FOR CHANGE IN THE PROPERTY OWNERS' RESPONSIBILITY FOR MAINTENANCE OF THE SEWER LATERAL LINES AND PROVIDING FOR (1) SEVERABILITY, (2) REPEAL OF CONFLICTING ORDINANCES, AND (3) AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that it is in the best interest of the city sewer system to clarify that property owners are responsible for maintenance of these sewer pipes from there plumbing system to a point of service connection.

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

Section 1: That the Valparaiso Code of Ordinances, Sections 86-107, is hereby amended as follows with red indicating the new ordinance language and strike-throughs indicating deleted language:

Sec. 86-107. Maintenance of plumbing system.

The owner of the property shall be responsible for maintaining and keeping clean the sewer pipe leading and connecting from the plumbing system to the city right-of-way or the point of connection to city's lateral. Property owners are responsible for the installation and maintenance of cleanouts on city's right of way.

City personnel shall have access to all right-of-way cleanouts to ensure proper ~~functioning and maintenance~~ function, maintenance and diagnostics of the sanitary sewer system.

Section 2: SEVERABILITY

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

Section 3: CONFLICTING ORDINANCES

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

Section 4: EFFECTIVE DATE

This ordinance shall become effective immediately upon passage.

ADOPTED IN SESSION THIS 12TH DAY OF FEBRUARY, 2024.

LOCALIQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Tammy Johnson
Beth
City Of Valparaiso
465 VALPARAISO PARKWAY
Valparaiso FL 32580

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Okaloosa County, Florida, or in a newspaper by print in the issues of, on:

02/02/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/02/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$100.55

Order No: 9784011

Customer No: 522568

PO #:

Ord No. 725

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

PUBLIC HEARING

The Valparaiso City Commission will conduct a Public Hearing on Monday, February 12, 2024, at 6:00 p.m., in the Commission Chambers at 459 Valparaiso Parkway. The purpose of this hearing is for the final reading of the following Ordinance: No. 725, an Ordinance of the City of Valparaiso, FL, amending Section 86-107 of Valparaiso's Code of Ordinances. Providing for change in the property owners' responsibility for maintenance of the sewer lateral lines. Providing for severability, repeal of conflicting ordinances; and an effective date. A Copy of this Ordinance is available at City Hall for review by the public. Any person who decides to appeal any decision made by the Commission, with respect to any matter considered during this hearing, will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Valparaiso adheres to the ADA. Anyone requiring special accommodation is asked to contact City Hall (729-5402) at least two business days before this advertised meeting so arrangements can be made.

Tammy Johnson, CMC
City Clerk

Pub: Feb. 2, 2024; #9784011

Community Center Board Request

They wish to purchase the following items:

10 round 72" tables = \$2,600

4 - 8ft long tables = \$400

100 chairs = \$2,500

Total Expense = \$5,500 (Without the protection plan)

To Date

Donations:

\$9,226.68, \$8,000 from Ms. Shirley

Revenue

\$1045.00 (Fall Festival & Rent) & \$250.00 (Food Trucks)

Expenses

\$537.25 (Special Events) & \$377.20 (Sign)

Tammy Johnson

From: Patrick Palmer <pw.palmer83@gmail.com>
Sent: Monday, January 22, 2024 11:58 AM
To: City Clerk
Subject: Re: Community center tables and chairs

10 round 72" table, 100 chairs, 4 8ft long tables

Respectfully,

Patrick Palmer

Email: pw.palmer83@gmail.com

On Mon, Jan 22, 2024 at 11:33 AM City Clerk <cityclerk@valp.org> wrote:

What is the quantity of each item?

Tammy Johnson, CMC

City Clerk

City of Valparaiso, Florida

(850)729-5402 Fax (850) 678-4553

Florida has a very broad public records law. As a result, any written communication created or received by City of Valparaiso employees is subject to disclosure to the public and the media, upon request, unless otherwise exempt. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Patrick Palmer <pw.palmer83@gmail.com>
Sent: Sunday, January 21, 2024 2:29 PM
To: City Clerk <cityclerk@valp.org>
Subject: Community center tables and chairs

Would like everything in white. please let me know if you have any questions. My city email is still not working.

PUBLIC WORKS MONTHLY ACTIVITIES REPORT

January 2024

CEMETERY

- Met with families--3
- Made funeral arrangements—2
- Oversaw funeral operations—2
- Oversaw marker install—1
- Installed VA stone—1

Misc/ Assist Other Depts

- Coordinated with Wreaths Across America for wreath pickup

SHOP TRADES WORKER

All City facilities----1st Quarter change out of all air filters and cleaned out contaminated lines

Library/ Mitchell Bldg

- Installed casters on shelves
- Repaired leak
- Repaired stopped up toilet
- Repaired bathroom

Sr Center

- Replaced kitchen faucet
- Replaced broken PVC water line with PEX line

Public Works Field Office

- Painted breakroom & bathrooms
- Replaced broken wire & rerouted wire in conduit

Lincoln Park

- Repaired leak in wall and installed new wall
- Repaired leak in sink
- Replaced outside shower line with PEX line

Florida Park--Replaced lights outside both bathrooms

Glen Argyle Park—Repaired toilet

T-Pier—Replaced dead bolt lock

Marion Ruckel Park—Repaired fence

T.J. Brooks/ Echo Park—Replaced dead bolt lock

PARKS

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

STREETS

CEMENT/ SIDEWALK

SIGN MAINTENANCE

- Government Ave-made 6 Public Notices signs & installed at locations
- Straightened & leveled signs—1
- Lincoln Park—Made & installed 2 “Under Construction” signs, installed cones, barricades & 400’ of construction fence
- Lincoln Park sign—Installed new 4 x 4 post & cap and painted
- Replaced 25 mph sign & post—2
- Cemetery—Made and installed “No Pets Allowed” & “No Parking Anytime” signs

TREE MAINTENANCE

- Cut low hanging vines, branches, and limbs in 8 locations
- Cut back trees in 2 locations
- Cleared line of sight trees in 6 locations
- Cut down & cut up trees in 4 locations

- Trimmed crepe myrtles in medians

ROW MOWING & MAINTENANCE

- Removed a total of 275 lbs of debris in 3 locations

STREET MAINTENANCE

- Graded roads in 10 locations
- Installed hot mix asphalt in 3 locations
- Lincoln Park—graded sand back to sidewalk 2 times
- Abased 2 locations
- Filled potholes—3

STORMWATER

- Investigated washout concern in 1 location
- S. Bayshore & Charles Ave—measured storm grates
- Changed dog waste stations 3 times removing a total of 30 lbs of waste

STREET SWEEPING

- Total Miles of residential streets swept: 66
- Total Lbs of debris removed: 4,200

SHOP

- Box blade-cut hydraulic arm pins off and installed new pins
- Vactor—Repaired leaking air hose on reel
- Street Sweeper
 - changed PTO oil & filter and changed out both skid plates
 - Drained water tanks for freezing weather

- Bobcat—Washed bobcat & trailer

V-44—Washed & cleaned inside & out

V-36—washed & cleaned inside & out

V-34—Changed out tension pulley

Asphalt Box—changed out battery

Cleaned, fueled, oiled & sharpened chainsaws 2 times

Misc./ Assisted Other Depts

Installed cigarette containers at TJ Brooks Park, FL Park & Lincoln Park

Removed roadkill

Water & Sewer

- Edge Ave—Lifted manhole
- Highland/ Lincoln—jetted sewer line
- 199 Edge Ave—Assisted with water & sewer taps
- Adams Alley—removed dump truck load of broken concrete that was dumped on side of road

SANITATION

- 196.47 Tons (392,940 lbs.) of Household Trash collected
- 21.99 Tons (43,980 lbs.) of Roadside Bulk collected
- Number of trips to the dump: 49
- 380 Yds. of yard waste has been taken to landfill
- Number of trips to Landfill: 19
- New Trash cans delivered: 3
- Trash cans replaced: 2

WATER/ SEWER

- **REGULATORY COMPLIANCE SAMPLING**
 - Monthly Bacteriological sampling
 - ERA UCMR sampling at water wells for PFAS
 - Static Water Levels
- Locates—49
- Turn meter on—11

- Turn meter off—13
- Manually read meters—143
- New meters installed—1
- Meters replaced—9
- Nodes replaced—6
- Water Leaks/ Breaks—3
- Made water & sewer taps—1
- Installed hydrant meter—1
- Replaced meter box & lid—1
- Weekly hydrant flushes—10
- Monthly hydrant flushes—7
- Water/ Sewer taps—1
- Ft of water line installed—150
- Rebuilt rotometer & chlorinator
- Sewer calls—10
- Sewer line video--2
- Replaced battery in Lift Station—2
- Lift Stations cleaned—2
- Installed new handle on lid at L/S 14

Support Staff

• REGULATORY COMPLIANCE REPORTING

FDEP

- Prepared & sent Dec '23 Monthly Operational Report (MORs) to FDEP & Poly, Inc
- Sent Water Use Summary report to NFWFMD and Poly, Inc

• RECORDS MAINTENANCE

- Filed MORs monthly
- Filed bacteriological sampling each month
- Continuously updating Lead & Copper Inventory
- Produced Jan '24 Static Water Level Report
- Continuously updated Water Distribution Log throughout month
- Prepared Jan '24 Purge Data Reports--1
- Daily maintain record of all activities of depts in Public Works
- Prepared Annual Public Works Activities Reports
- Monthly Recorded Water Uses/ Losses in FRWA spreadsheet
- Daily record phone calls received
- Formatted vehicle fuel sheets and disseminated for Jan '24
- Made Pavilion signs
- Monthly update Water Use summary

• WORK ORDERS GENERATED/ PROCESSED

- In-house work orders generated—65
- Work orders processed from City Hall—19
- Locate requests processed from Sunshine 811—69
- Meter Leak Alert customers contacted—68
- Meters/ Mi.Nodes commissioned—23

• Received 268 phone calls.

- Cemetery-0
- Parks-2
- Sanitation-55
- Shop-3
- Streets-9
- Water/ Sewer-70
- Misc/ Other Depts- 129

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



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

1/5/2024

Above and Beyond Bonus

During our IPTV (SFN) upgrade/ conversion due to a number of citizens that had little to no experience with any streaming services, the guys made appointments before and after normal working hours, to include coming in on weekends to set up and educate. At the end of September, we had 140 citizens signed up and installed. Due to technical issues at that time the number of service calls because of "No Valid Bit Rate" increased while they continued to sign up, install, and educate. By the beginning of December technical issues were corrected. By this time, we were up to 450 signed up, installed, and educated. I believe Kenneth Rhodes, Bobby Williamson, and Joshua Whitford deserve \$500 bonus each.

James Butler