

AGENDA
CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING
465 Valparaiso Parkway
Valparaiso, Florida
850-729-5402
October 12, 2015
6:00 pm

Invocation (Commissioner Browning)
Pledge of Allegiance (Mayor Arnold)

APPROVAL OF MINUTES

1. September 9, 2015
2. September 14, 2015
3. September 22, 2015

CITIZENS' CONCERNS (non-agenda items)

1. Resident
2. Non-resident

ACTION ITEMS/POTENTIAL ORDINANCES

1. Added Agenda Items
2. Ordinance No. 669 Municipal Election Date-----Attach 1
3. Okaloosa County Public Library Coop. Interlocal Agreement-----Attach 2
4. Disposal of City Assets-----Attach 3
5. Etc.

OLD BUSINESS

- 1 Urban Chickens
- 2.Etc.

REPORTS / CORRESPONDENCE / ANNOUNCEMENTS

1. TPO/DOT
2. Stormwater
3. Legal Activities
4. Median Beautification Update
5. Doolittle Park Update
6. Community Liaison Report
7. Community Development Block Grant -----Attach 4
8. Okaloosa League of Cities Meeting Thursday, October 15, 2015 6pm
9. Disbursements
10. Etc.

ORDINANCE NO. 669

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

WHEREAS, in the 2013 session, the Florida Legislature changed the formula for when the Presidential Primary is held, and

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

WHEREAS, the City of Valparaiso has a City-wide general election scheduled for 2016; and

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

WHEREAS, pursuant to Section 101.75, Florida Statutes, any municipality whose election is scheduled to be held in March 2016 may, by Ordinance, move the date of the general municipal election in 2016 to a date concurrent with the presidential preference primary; and

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

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

Section 1: FINDINGS:

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

Section 2:

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

Time of elections.

The general elections of the City of Valparaiso in Okaloosa County shall be held on the first Tuesday following the second Monday in January, 1978, and every other year thereafter, and the officers then elected shall be sworn into office on the Tuesday following the election at 12:00 noon. In Presidential election years the City of Valparaiso municipal elections will be held in conjunction with the Presidential Preference Primary. In those cases where only one person qualifies for an elective office and therefore has no opposition, that person shall be deemed elected and it shall not be necessary to place their name on the ballot. In those cases in which there is no opposition for any elective office scheduled to be filled at the same time, it shall not be necessary to hold an election. The two incumbent commissioners shall serve their full term of office. The two newly elected commissioners of the ~~March 15, 2016~~ ~~January 31, 2012~~ election will take office at noon on ~~March 22, 2016~~ ~~March 20, 2012~~. The qualifying period for candidates seeking election to office in 2016 shall open at noon on Monday, January 4, 2016 through noon on Friday, January 8, 2016.

Section 3: SEVERABILITY

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

Section 4: CONFLICTING ORDINANCES

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

Section 5: EFFECTIVE DATE

This ordinance shall become effective immediately upon passage.

ADOPTED IN SESSION THIS _DAY OF __, 201.

John B. Arnold, Jr.
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

Okaloosa County Public Library Cooperative Interlocal Agreement

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

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide libraries and cultural facilities and programs; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

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

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

THEREFORE, the parties agree as follows:

1. **PURPOSE:** The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.

2. DEFINITIONS:

- a) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.
- b) "Cooperative Coordinator" shall mean the employee of the Okaloosa County Public Library Governing Board who administers Cooperative headquarters and coordinates Cooperative activities and who meets the requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.
- c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
- d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
- e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
- f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
- g) "Fiscal Year" shall mean budget year October 1-September 30.
- h) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
- i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
- j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
- k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
- l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
- m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
- n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
- o) "Service Area" shall mean all eligible residents of Okaloosa County
- p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.

3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the

Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.

4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2016 whichever comes first, and shall end or be renewed December 31, 2016 unless terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement subject to renewal and revision. Recognizing the Agreement crosses two fiscal years (FY2016 and FY2017) but monetary allocation is distributed in FY2016, the allocation for FY2017 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 defines Dispensation of Property and Equipment. The termination and withdrawal shall be effective on the next succeeding December 31, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.

6. ADDITION OF NEW MEMBERS:
 - a) Libraries: Any library within Okaloosa County may become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative that meets the following minimum standards.
 - (1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.
 - (2) Be an established library with the physical facilities to securely house a library collection.
 - (3) Have an annual budget of at least \$40,000 as verified by the latest independent audit report and a continuous source of funding.
 - (4) Submit a letter of intent for formal membership to the Okaloosa County Public Library Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
 - b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.

7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, defined in this agreement, purchased with federal funds by the Cooperative belongs to the Okaloosa County Public Library Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or the County, shall remain the property of the Participating Library for which they were purchased, except in the case of any subsequent agreement or amendment to this Agreement.
8. GOVERNING BOARD: The name of the Governing Board shall be Okaloosa County Public Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be an ex officio (non-voting) member of the board. Board members will not be paid a salary or wages, but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Library Cooperative and has the following powers, duties and responsibilities:
- a) Managing the affairs of the Cooperative.
 - b) Bylaws will be established by the Governing Board.
 - c) There will be six or more open public meetings a year of the Governing Board.
 - d) Adopt a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
 - e) Receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources.
 - f) Contract with the County to provide essential support services for the Library Cooperative.
 - g) Contract for services consistent with the Cooperative's Long-Range Plan and Annual Plans of Service.
 - h) Adopt and maintain a position description for and hire a Cooperative Coordinator through the established policies and procedures of the County.

9. **STAFFING:** The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, under the supervision of the Board, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance within established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating Governing Bodies shall retain all rights, responsibilities and powers associated with employment of staff.
10. **POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR:** The Coordinator shall be accountable to the Board for overall administration of the Cooperative and implementation of policies, procedures and programs, as determined by the Board. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the Cooperative Governing Board, and they may not be delegated through Interlocal agreements or any other service agreements: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.
11. **LIBRARY DIRECTORS' COUNCIL:** The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library, the Cooperative Coordinator, and other appointments as deemed necessary by the Governing Board. The Council will hold at a minimum, one meeting per month, except in December.
12. **STRATEGIC AND ANNUAL PLAN:** The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan

shall be adopted by the Cooperative Governing Board and be maintained through a yearly update by the Cooperative Coordinator in coordination with the aforementioned parties. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.

13. ANNUAL BUDGET: The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be adopted by the Cooperative Governing Board.
14. ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS: The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding, has designated the County as the fiscal agent to apply for or receive its funds from all sources. The Governing Board shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.
15. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.
Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

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

17. APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS: The County shall provide \$619,135 for the period beginning October 1, 2015 and ending September 30, 2016. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

- a) \$191,135 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
- b) \$428,000 of the monies allocated by the County shall be distributed to Participating Municipalities with Libraries according to the following guidelines and formula:
 - Construction funds are expressly prohibited.
 - Spending calculations and productivity statistics shall be based on those from two years prior to the allocation period.
 - Spending shall mean total audited expenditures of a library.
 - Percentages shall be derived from totaling statistics of the member municipal libraries.
 - (1) Thirty percent (30%) divided equally among participating municipalities with libraries
 - (2) Fifty percent (50%) based on productivity, which consists of circulation, internet usage, and transits lost.
 - (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
 - (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes books, AV materials, databases, and periodicals.

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

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

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

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

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

CITY OF CRESTVIEW
MAYOR
City of Crestview
P. O. Box 1209
Crestview, FL. 32536

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

CITY OF FORT WALTON BEACH
CITY MANAGER
City of Fort Walton Beach
107 Miracle Strip Parkway
Fort Walton Beach, FL. 32549

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

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

OKALOOSA COUNTY
COUNTY ADMINISTRATOR
1804 Lewis Turner Blvd.
Suite 400
Fort Walton Beach, FL. 32547

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

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

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

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

CITY OF VALPARAISO

ATTEST: _____

Title _____

(Title): _____

This ____ day of _____, 2015

APPENDIX A

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

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

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

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

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

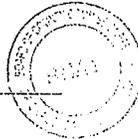
This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



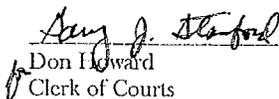
Bill Roberts, Chairman
Okaloosa County Public Library Cooperative



Don R. Amunds, Chairman
Board of County Commissioners



Attest:



Don Howard
Clerk of Courts



CITY OF VALPARAISO, FLORIDA – PUBLIC WORKS

MEMORANDUM

DATE: October 8th, 2015
TO: City Commissioners
FROM: Nathan Kelley, Deputy Public Works Director
SUBJECT: Disposal of City Assets

RECOMMENDATION:

That the Valparaiso City Commission approves the request for disposal of surplus vehicles.

BACKGROUND:

Replacement Vehicles have been purchased to update aging fleet. The following are well beyond anticipated life cycle and/or no longer serve a need in the City's inventory.

- V-17 2002 Sterling Rear Load Refuse Collector
- V-15 1989 Ford F350 Bucket Truck
- V-22 2008 Isuzu Tymco Street Sweeper
- V-27 1999 Dodge 1500
- N/A 1971 Clark Lift Truck

SUMMARY:

In the past we have utilized local and web based auctions to dispose of city surplus. These methods have proven to be effective in receiving the greatest amount for such items.

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

September 30, 2015

Certified Mail – Return Receipt Requested

The Honorable John B. Arnold, Jr.
Mayor, City of Valparaiso
465 Valparaiso Parkway
Valparaiso, Florida 32580

RE: Florida Small Cities Community Development Block Grant (CDBG) Program
Federal Fiscal Year (FFY) 2014 Application

Dear Mayor Arnold:

The Florida Department of Economic Opportunity has completed the review of your Florida Small Cities CDBG application for the FFY 2014 funding cycle. Unfortunately, the final score for your application fell outside the current fundable range. If additional funds become available and your application is the highest ranked unfunded application, you will be contacted.

As you may know, another funding cycle is tentatively scheduled to open early next year. If you would like to receive technical assistance prior to the cycle opening, please contact Ted Court, at (850) 717-8429 or contact him at Ted.Court@deo.myflorida.com.

A copy of the "Notice of Administrative Rights" is enclosed with this letter. It describes the process for requesting a formal hearing or an informal proceeding related to the Department's decision.

Sincerely,

Roger J. Doherty, CLEP
Planning Manager, Small Cities CDBG Program

RJD/tc

Enclosure

cc: Mr. Carl Scott, Administrator, City of Valparaiso
Ms. Kathy Baker, Executive Director, Jordan & Associates, Inc.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Notice of Administrative Rights

You have the opportunity for an administrative proceeding pursuant to section 120.569, Florida Statutes (F.S.), regarding the Department's action. Depending upon whether you allege any disputed issue of material fact in your petition requesting an administrative proceeding, you are entitled to either an informal proceeding or a formal hearing.

If your petition for hearing does not allege any disputed issue of material fact concerning the Department's action, then the administrative proceeding will be an informal one, conducted pursuant to sections 120.569 and 120.57(2), F.S., and chapter 28-106, parts I and III, Florida Administrative Code (F.A.C.). In an informal administrative proceeding, you may be represented by counsel or by a qualified representative, and you may present written or oral evidence in opposition to the Department's action or refusal to act; or you may exercise the option to present a written statement challenging the grounds upon which the Department has chosen to justify its action or inaction.

If you dispute any issue of material fact stated in the agency action, then you may file a petition requesting a formal administrative hearing before an administrative law judge of the Division of Administrative Hearings, pursuant to sections 120.569 and 120.57(1), F.S., and chapter 28-106, parts I and II, F.A.C. At a formal administrative hearing, you may be represented by counsel or other qualified representative, and you will have the opportunity to present evidence and argument on all the issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of fact and orders, and to file exceptions to any recommended order.

Mediation is not available with respect to this action.

If you desire either an informal proceeding or a formal hearing, you must file with the Agency Clerk of the Department of Economic Opportunity a written pleading entitled, "Petition for Administrative Proceedings" within 21 calendar days of receipt of this notice. A petition is filed when it is received by the Agency Clerk, in the Department's Office of General Counsel, 107 E. Madison Street, The Caldwell Building, MSC 110, Tallahassee, Florida, 32399-4120. You may also file the Petition by facsimile transmission to (850) 921-3230. If you choose to file by facsimile transmission, you are responsible for verifying that the complete document was received by the Office of the Agency Clerk prior to the deadline.

The petition must meet the filing requirements in rule 28-106.104(2), F.A.C. If an informal proceeding is requested, then the petition shall be submitted in accordance with rule 28-106.301, F.A.C. If a formal hearing is requested, then the petition shall be submitted in accordance with rule 28-106.201(2), F.A.C.

The petition must include your signature or the signature of someone authorized to act on your behalf. A petition must specifically request an administrative proceeding, it must admit or deny each material fact contained in the notice of agency action, and it must state any defenses upon which you rely.

In addition to the above rights, you have the right, under section 120.542, F.S., to file a petition requesting a variance or waiver from the applicable rules of the Department. Such petition must comply with the statutory and regulatory requirements and be filed within the same 21-day period as provided for the filing of an administrative proceeding under sections 120.569, F.S. and 120.57, F.S., or such rights as exist under section 120.542, F.S., are waived. Any proceeding held with respect to section 120.542, F.S., must be a separate proceeding from the administrative proceeding under sections 120.569 and 120.57, F.S. The granting of a waiver or variance must be based on a demonstration that the purpose of the underlying statute will be, or has been, achieved by other means, and that the application of the rule would create substantial hardship or would violate principles of fairness. The Department is not authorized to grant variances or waivers to statutes.