

AGENDA
CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING
465 Valparaiso Parkway
Valparaiso, Florida
850-729-5402
August 8, 2016
6:00 pm

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

APPROVAL OF MINUTES

1. July 11, 2016
2. July 18, 2016

CITIZENS' CONCERNS (non-agenda items)

1. Resident
2. Non-resident

ACTION ITEMS/POTENTIAL ORDINANCES

1. Added Agenda Items
2. Resolution No. 13-08-08-Adopt 2016 LMS Strategy-----Attach 1
3. City Inspection Policy
4. Ordinance No. 672 Amending Code Chapter 10 Animals Public Nuisances-----Attach 2
5. Mutual Aid Agreement for Water/Wastewater-----Attach 3
6. Resolution No. 14-08-08-16 Refinance Bonds 2005A and 2006-----Attach 4
7. Resolution No. 15-08-08-16 Joining Planning Commission & Visioning Comm---- Attach 5
8. Etc.

OLD BUSINESS

REPORTS / CORRESPONDENCE / ANNOUNCEMENTS

1. TPO/DOT
2. Stormwater
3. Legal Activities Update
4. Community Liaison Report
5. Construction Activity
6. Library Update
7. Public Works Update-----Attach 6
8. Budget Hearings September 8 & 22, 2016
9. Disbursements
10. Etc.

RESOLUTION NO. 13-08-08-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA, REPEALING THE 2011 LOCAL MITIGATION STRATEGY; ADOPTING THE 2016 LOCAL MITIGATION STRATEGY; CLARIFYING SECTIONS OF CITY RESPONSIBILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 322 of the federal Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (hereinafter the “Stafford Act”), requires that each local government prepare a mitigation plan that identifies all hazards to which the area under the jurisdiction of the local government is vulnerable, describes actions to mitigate hazards, risks, and vulnerabilities identified under the plan, and establishes a strategy to implement those actions;

WHEREAS, the City of Valparaiso is part of the Okaloosa County Local Mitigation Strategy Committee (hereinafter the “LMS Committee”) which is comprised, among others, of representatives from Okaloosa County and the other municipal governments of Okaloosa County and chaired by Okaloosa County;

WHEREAS, the LMS Committee first developed a Local Mitigation Plan and Strategy (hereinafter, the “Local Mitigation Strategy” or “LMS”) in 1999 which was subsequently amended in 2006 and 2011;

WHEREAS, the 1999, 2006 and 2011 Local Mitigation Strategies were duly adopted by the City of Valparaiso in accordance with applicable State and Federal laws;

WHEREAS, beginning in 2014, the LMS Committee began the process of substantially updating and revising the 2006 LMS for adoption in 2016 as required by the Stafford Act;

WHEREAS, the revised LMS (hereinafter the “2016 LMS”) was completed and transmitted to the Florida Division of Emergency Management (hereinafter the FDEM) for review and comments;

WHEREAS, the FDEM completed its initial review of the 2016 LMS and provided comments to the LMS Committee through Okaloosa County which resulted in revisions to the 2016 LMS which was returned to the FDEM for further review;

WHEREAS, the FDEM notified the LMS Committee through Okaloosa County that the 2016 LMS was sufficient and that it had been forwarded to the Federal Emergency Management Agency (hereinafter “FEMA”) for further review; and

WHEREAS, the FDEM notified Okaloosa County that FEMA had found the 2016 LMS ready for adoption, and encouraged Okaloosa County and its municipalities to adopt the 2016 LMS in an expeditious manner.

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

Section 1. Repeal of 2011 LMS. The 2011 Local Mitigation Strategy is hereby repealed in its entirety.

Section 2. 2016 Local Mitigation Strategy Adopted. The 2016 Local Mitigation Strategy is hereby adopted and shall be considered the local mitigation strategy for all purposes pursuant to the Stafford Act and related rules and regulations.

Section 3. Use and Consideration of LMS for Development of Comprehensive Plan Evaluation and Appraisal Report. The 2016 Local Mitigation Strategy shall be consulted and given due consideration during the development of the City of Valparaiso Comprehensive Plan Evaluation and Appraisal Report as required.

Section 4. Effective Date. This resolution shall take effect upon signing.

PASSED AND DULY ADOPTED THIS ____ DAY OF _____, 2016.

John B. Arnold, Jr.
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

RESOLUTION NO. 14-08-08-16

ORDINANCE NO. 672

AN ORDINANCE OF THE CITY OF VALPARAISO AMENDING CHAPTER 10 - ANIMALS, ARTICLE I, SECTIONS 10-14 - PUBLIC NUISANCES and 10-15 - LIVESTOCK, FOWL GENERALLY, OF THE VALPARAISO CODE OF ORDINANCES, PROVIDING FOR (1) FINDINGS, (2) REPEAL OF CONFLICTING ORDINANCES, (3) SEVERABILITY AND (4) AN EFFECTIVE DATE.

WHEREAS, the City of Valparaiso is the safeguard of its residents' health, safety and welfare, and

WHEREAS, the citizens of the City of Valparaiso have a reasonable expectation to protect their property from public nuisances committed by animals,

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Valparaiso, Florida:

Section 1: FINDINGS

The foregoing Whereas clauses are hereby incorporated, adopted and confirmed as if fully set forth herein.

The Valparaiso Code of Ordinances, CHAPTER 10, ARTICLE I, Section 10-14 and Section 10-15 is hereby amended as follows with underlining indicating new language and strike-through indicating deleted language:

CHAPTER 10 - ANIMALS
ARTICLE I. IN GENERAL

Section 10-14. Public nuisances

(a) It shall be unlawful and a civil infraction for the owner or custodian of an animal to permit any of the following nuisances to be committed by the animal: ~~either willfully or through failure to exercise due care or control:~~

(3) No dog or cat shall be permitted to run at large off the premises of its owner or custodian and upon public property, ~~or upon private property without the permission of the owner or occupant of such private property.~~

Sec. 10-15. - Livestock, fowl generally.

It shall be unlawful for the owner or custodian of any horse, mule, cattle, goat, sheep, hog, goose, chicken, duck or other animal or fowl of like character to keep or maintain within the city or permit any such animal or fowl to run at large within the city limits. The keeping or permitting the running at large by such animals, or fowl, within the city is hereby declared to

be a nuisance. The provisions of this section shall not apply to ~~horses~~, household pets, or establishments duly licensed as riding/boarding stables; provided, however, that horses which are kept at riding/boarding stables, are ridden only in areas zoned I-2 and not ridden within ten feet of an existing highway or street.

Section 2: CONFLICTING ORDINANCES

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

Section 3: SEVERABILITY

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

Section 4: EFFECTIVE DATE.

This ordinance shall become effective immediately upon passage.

ADOPTED IN SESSION THIS _____ DAY OF _____ 2016

John B. Arnold, Jr.
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

MUTUAL AID AGREEMENT FOR WATER/WASTEWATER

ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such program.

ARTICLE II. DEFINITIONS

- A. AGREEMENT – The Water/Wastewater Mutual Aid Agreement. The original agreement and all signatory pages shall be kept at TREEO Center 3900 SW 63rd Blvd., Gainesville, FL 32608
- B. PARTICIPATING UTILITY – Any Water/Wastewater utility which executes this Mutual Aid Agreement.
- C. DAMAGED UTILITY – Any Participating Utility which sustains physical damage to its water/ wastewater system due to a natural or manmade disaster and seeks assistance pursuant to this Agreement.
- D. ASSISTING UTILITY – Any Participating Utility which agrees to provide assistance to a Damaged Utility pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Utility authorized by that utility's governing board to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A)
- F. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel of the Assisting Utility from any point for the purpose of travelling to the Damaged Utility in order to provide assistance and ending upon the return of all personnel of the Assisting Utility, after

providing the assistance requested, to their residence or place of Work, whichever is first to occur.

- G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

ARTICLE III. PROCEDURE

In the event that a particular utility becomes a Damaged Utility, the following procedure shall be followed:

- A. The Damaged Utility shall contact the Authorized Representative of one or more of the participating utilities and provide them with the following information:
 - 1. a general description of the damage sustained;
 - 2. the part of the water/wastewater system for which assistance is needed;
 - 3. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - 4. the present weather conditions and the forecast for the next twenty-four hours; and
 - 5. a specific time and place for a representative of the Damaged Utility to meet the personnel and equipment of the Assisting Utility.
 - 6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

- B. When contacted by a Damaged Utility, the Authorized Representative of a Participating Utility shall assess his utility's situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance to a Damaged Utility. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and providing the following information:
1. a complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
 2. the estimated length of time the personnel, equipment and materials will be available;
 3. the work experience and ability of the personnel and the capability of the equipment to be furnished;
 4. the name of the person or persons to be designated as supervisory personnel; and
 5. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.
- C. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. In instances where only equipment is provided by the Assisting Utility, the ownership of said equipment shall remain with the Assisting Utility and said equipment shall be returned to the Assisting Utility immediately upon request. Representatives of the Damaged Utility shall suggest Work assignments and schedules for the personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the

operation and maintenance of the equipment furnished by the Assisting Utility, and report Work progress to the Damaged Utility.

- D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of departure from their regularly scheduled Work location until the time of return to their regularly scheduled Work location. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, food and shelter shall be provided and paid for as determined by mutual agreement.
- E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the Assisting Utility and the Damaged Utility.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations. The Damaged Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates it shall provide such rates to the Damaged Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs.

- C. MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Utility should bill the requesting utility for all expenses not later than ninety (90) days following the Period of Assistance. The requesting utility shall pay the bill in full not later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-fifth (45th) day following the billing date, and once delinquent shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.
- E. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions should be sent to arbitration under Article VI.

ARTICLE V. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

ARTICLE VI. ARBITRATION

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement which are participating utilities, excluding those members that are parties to the dispute.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Water/ Wastewater Mutual Aid Agreement this _____ day of _____, 20 __ .

Water/Wastewater Utility Representative(s):

By: _____

By: _____

Title: _____

Title: _____

Please Print Name

Please Print Name

Name of Participating Utility: _____

Please Print Name of Utility

(Please note: Attach a copy of your FlaWARN registration form to this document when you submit it. Thank you.)

RESOLUTION NO. 14-08-08-16

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF VALPARAISO, FLORIDA, AUTHORIZING THE NEGOTIATION OF A LOAN IN AN AGGREGATE AMOUNT NOT TO EXCEED \$3,000,000 FROM THE FLORIDA MUNICIPAL LOAN COUNCIL TO REFUND A PRIOR LOAN, AS DESCRIBED HEREIN; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, participating governmental units (the "Members") have created the Florida Municipal Loan Council (the "Council") pursuant to a certain Interlocal Agreement and pursuant to Chapter 163, Part I, Florida Statutes, for the purpose of issuing its bonds to make loans to participating governmental units for qualified projects; and

WHEREAS, the City of Valparaiso, Florida (the "Borrower"), a municipal corporation, is duly created and existing pursuant to the Constitution and laws of the State of Florida (the "State"); and

WHEREAS, the Borrower finds and declares that there is a substantial need for the refinancing of all or a portion (1) a loan previously undertaken from the Council by the Borrower, dated as of February 15, 2005 (the "Series 2005A Refunded Loan"), and secured by that certain Loan Agreement, by and between the Borrower and the Council, dated as of February 1, 2005 (the "Series 2005A Refunded Loan Agreement"), and (2) a loan previously undertaken from the Council by the Borrower, dated as of January 9, 2007 (the "Series 2006 Refunded Loan" and, together with the Series 2005A Refunded Loan, the "Refunded Loan"), and secured by that certain Loan Agreement, by and between the Borrower and the Council, dated as of December 1, 2006 (the "Series 2006 Refunded Loan Agreement and, together with the Series 2005A Refunded Loan Agreement, the "Refunded Loan Agreement"), each in order to take advantage of lower interest rates and realize debt service savings; and

WHEREAS, the Borrower has determined that refinancing the Refunded Loan through a pooled financing program involving a limited number of local governmental units through the Council, which regularly undertake projects requiring significant debt financing within the State, would provide for low cost refinancing of such Refunded Loan through economies of

scale, administrative support, and access to experience and knowledge in accessing the capital markets; and

WHEREAS, it is anticipated that the benefits of a pooled financing by the Borrower and a limited number of governmental units through the Council may be obtained through a promise to repay loans under the program and supported by (1) a general covenant to budget and appropriate legally available non-ad valorem revenues, or (2) a specific revenue pledge of certain taxes or revenues; and

WHEREAS, by pooling the respective financial needs of these certain various local governmental units, the Borrower will be able to access additional markets and expects to receive the benefits of lower interest rates on more favorable terms associated with such a large scale financing with such benefits being obtained for and inuring to the Borrower; and

WHEREAS, the Council is in the process of issuing its Florida Municipal Loan Council Refunding and Improvement Revenue Bonds, Series 2016, or such other designation as may be determined by the Council (the "Bonds"), and is seeking to make loans to governmental units in order to finance or refinance qualified projects; and

WHEREAS, the Borrower hereby determines that a need exists to borrow funds to finance the cost of refinancing the Refunded Loan; and

WHEREAS, the Borrower hereby determines that it would be economically beneficial and in the best interest of the Borrower and the citizens thereof to participate in the Council's financing with other local governmental units and to borrow funds from the Council from the proceeds of the Bonds to refinance the Refunded Loan (the "Loan").

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 166, Florida Statutes, the Charter of the Borrower, and other applicable provisions of law.

SECTION 2. AUTHORIZATION OF THE REFINANCING. The refinancing of the Refunded Loan is hereby authorized.

SECTION 3. NEGOTIATED LOAN. Due to the complicated nature of the financings, the ability of the Council to access additional markets, and for the Borrower to receive the benefits of lower interest rates and issuance costs, it is hereby determined that it is in the best interest of the Borrower that the Loan to the Borrower be made from the proceeds of the Bonds, as opposed to the Borrower borrowing funds pursuant to a public sale in order to accomplish the refinancing of the Refunded Loan.

SECTION 4. LOAN AMOUNT. The amount of the Loan to the Borrower evidenced by a Loan Agreement secured by a covenant to budget and appropriate legally available non-ad valorem revenues shall not exceed \$3,000,000. The Loan shall be made as a tax-exempt borrowing, which shall include, but is not limited to, a pro-rata portion of costs of issuance incurred by the Borrower, the Council, the Florida League of Cities, Inc., administrative fees, and other ongoing costs, and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement authorized pursuant to Section 5 hereof with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor. The redemption provisions, if any, relating to such Loan shall be as provided in the Loan Agreement.

SECTION 5. APPROVAL AND DELIVERY OF LOAN AGREEMENT. The Mayor, as attested by the City Clerk, and approved as to form and correctness by the City Attorney, or in each case their duly authorized designee, are hereby authorized and directed to execute and deliver a Loan Agreement to evidence the Loan (the "Loan Agreement") and to undertake all actions in respect to the Loan Agreement, which is in substantially the form attached hereto as Exhibit A with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor or his/her duly authorized designee, the execution thereof being conclusive evidence of such approval.

SECTION 6. APPROVAL AND DELIVERY OF CONTINUING DISCLOSURE AGREEMENT. The Mayor, City Administrator, or any other appropriate officers of the Borrower are authorized and directed to execute and deliver a Continuing Disclosure Agreement concerning compliance with the rules of the Securities and Exchange Commission concerning continuing disclosure by the Borrower, to be entered into by and between the Borrower and the Florida League of Cities, Inc., in substantially the form attached as Exhibit B with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, City Administrator, or any other appropriate officer executing such agreement, the execution thereof being conclusive evidence of such approval.

SECTION 7. RATES AND BOND PURCHASE CONTRACT.

(A) The Mayor or his/her duly authorized designee, is authorized to approve the final rates of interest on the Bonds, the redemption provisions thereof, if any, and any other terms of the Bonds on behalf of the Borrower.

(B) The form of the Bond Purchase Contract, to be entered into by and between the Wells Fargo Bank, National Association (the "Underwriter"), the Borrower, the other local governmental units participating in the financing, and the Council in substantially the form attached hereto as Exhibit C with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, or his/her duly authorized designee, the execution thereof being conclusive evidence of such approval is hereby approved.

SECTION 8. INDENTURE. The Borrower hereby acknowledges and consents to the Bonds being issued by the Council pursuant to a Trust Indenture, and any supplemental indentures thereto (the "Indenture"), to be executed by the Council and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

SECTION 9. PRELIMINARY AND FINAL OFFICIAL STATEMENT. The preparation and distribution of a preliminary and final official statement (collectively, the "Official Statement") in connection with the offering and sale of the Bonds is hereby authorized. The sections of the Official Statement relating to the Borrower shall be approved by the Mayor or his/her duly authorized designee.

SECTION 10. OTHER INSTRUMENTS. The Mayor, the City Attorney, the City Clerk, the City Administrator, the City Finance Director, or any other appropriate officers, attorneys, and other agents or employees of the Borrower are authorized and directed to perform all acts and things required by this Ordinance, the Loan Agreement, the Continuing Disclosure Agreement, the Bond Purchase Contract, the Indenture, or the Official Statement, or otherwise desirable or consistent with the requirements thereof and hereof, for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in this Ordinance, the Loan Agreement, the Continuing Disclosure Agreement, the Bond Purchase Contract, the Indenture, or the Official Statement (including but not limited to, the execution of all tax documents relating to the tax exempt status of the Loan), and they are hereby authorized to execute and deliver all documents that shall be required by bond counsel, disclosure counsel, the Council, the Underwriter, or the Trustee. All actions taken to date by the officers of the Borrower in furtherance of the issuance of the Bonds and the making of the Loan are hereby approved, confirmed, and ratified.

SECTION 11. ADDITIONAL INFORMATION. The Loan Agreement shall not be executed and delivered unless and until the Borrower has received all information required by Section 218.385, Florida Statutes.

SECTION 12. REPEAL OF RESOLUTIONS IN CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 13. SEVERABILITY CLAUSE. If any phrase, clause, sentence, paragraph, or section of this Resolution is for any reason held invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution.

[Remainder of page intentionally left blank]

SECTION 14. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED in a Regular Meeting by a majority vote, with a quorum present and voting, by the Board of Commissioners, this ____ day of _____, 2016.

(SEAL)

John B. Arnold, Jr.
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

EXHIBIT A

FORM OF LOAN AGREEMENT

EXHIBIT B

FORM OF CONTINUING DISCLOSURE AGREEMENT

EXHIBIT C

FORM OF BOND PURCHASE CONTRACT

RESOLUTION NO. 15-08-08-16

A RESOLUTION OF THE CITY OF VALPARAISO DISSOLVING THE VISIONING COMMITTEE AND MERGING SAME WITH THE PLANNING COMMISSION; PROVIDING FOR (1) FINDINGS, (2) REPEAL OF CONFLICTING RESOLUTIONS, (3) SEVERABILITY AND (4) AN EFFECTIVE DATE.

WHEREAS, the Valparaiso City Commission has determined that the Visioning Committee is best served by merging with the City of Valparaiso Planning Commission, and

WHEREAS, the merger will allow the Planning Commission to better develop strategies consistent with long-term planning, and

WHEREAS, the adoption of this Resolution is intended to formally confirm such merger,

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Valparaiso, Florida:

Section 1: Findings. The foregoing Whereas clauses are hereby incorporated, adopted and confirmed as if fully set forth herein.

City of Valparaiso Visioning Committee

The Valparaiso Visioning Committee is hereby officially dissolved and merged with the City of Valparaiso Planning Commission. Current members of the Valparaiso Visioning Committee will now assume the duties of Planning Commission members consistent with Chapter 94, Article II Planning Commission of the City of Valparaiso Code of Ordinances.

Section 2: Conflicting Ordinances

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

Section 3: Severability

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

Section 4: EFFECTIVE DATE.

This Resolution shall become effective immediately upon passage.

ADOPTED IN SESSION THIS _____ DAY OF _____ 2016.

John B. Arnold, Jr.
Mayor

ATTEST:

Tammy Johnson, CMC
City Clerk

PUBLIC WORKS MONTHLY ACTIVITIES REPORT

JULY 2016

CEMETERY

In addition to daily activities such as picking up trash and debris, mowing, weed eating, edging and spraying the grounds, the Cemetery:

- Made burial arrangements for 3 persons
- Installed a Veteran's Memorial for Mr. Rudolph
- Received and inspected 1 vault
- Supervised the digging, vault installation and sealing of the vault and closing of a grave
- Performed weekly cemetery inspections
- Performed equipment and facilities maintenance
- Performed sprinkler maintenance
- Directed marker installation for Mr. Barrett
- Presided over Florida Wilbert contractor performing sandblasting

PARKS

Parks daily rounds consists of picking up trash from the grounds, opening & cleaning the bathrooms at the following locations:

- Angel's Are Us
- Lincoln Park
- T-Pier
- Florida Park
- Glen Argyle Park
- T.J. Brooks

In addition to daily activities, the following was performed:

- Army Corp of Engineers Shoreline Protection—N. Bayshore Dr—weedeated rocks
- City Hall— Replaced bulb, mowed, weedeated, trimmed shrubs, sprayed weeds, weeded, watered, and blew grounds 2 times.
- Commission Chambers—Replaced filters
- Mitchell Building—Replaced filters, mowed, weedeated, trimmed shrubs, edged and blew grounds 2 times
- Lincoln Park—Repaired a toilet in the women's bathroom, replaced faucet on shower, mowed, weedeated, trimmed shrubs, edged and blew grounds 2 times
- Little League Field—Checked irrigation & picked up trash, mowed, weedeated, sprayed, watered, edged & blew 2 times and removed vines off fencing.
- Florida—Repaired sink in men's restroom, repaired lights in women's restroom, mowed, weedeated, sprayed, edged and blew walkway 2 times
- Angel's Are Us—Repaired toilet, replaced fill valve

Parks (cont)

- TJ Brooks—Replaced board on Pavillion
- Marion Ruckel—Mowed, weedeated, sprayed, edged and blew 2 times.
- Glen Argyle—dug out the drainage ditch for flow, trimmed palms.
- T-Pier—Inspected and hammered raised nails on pier, repaired a faucet.
- Twin Cities- Replaced outside light fixture, repaired light switch in men’s restroom, replaced door knob & lock.
- Shipyard Point—Picked up heavy amount of trash and hauled away after 4th of July celebration.
- Senior Citizen Center—treated for rats.
- PD—Replaced the toilet seat in the men’s restroom.
- FD—Replaced new filters, sprayed for weeds.
- Library—Replaced filters, mowed, weedeated, edged and blew 2 times.
- ROW on Ohio—mowed, weedeated, edged and blew.
- Public Works—replaced women’s lock on restroom & hung paper towel hanger.
- Monthly park inspections on all parks.
- Assisted Streets with sidewalk project on Mississippi.

FLEET MAINTENANCE

- The Diesel and Unleaded fuel tanks have been swapped to facilitate storage of more Diesel fuel. Previously, unleaded fuel was stored in the larger tank but no longer necessary because of the CITCO fuel card. Vent updraft tubes were installed to the unleaded fuel tanks.
- Preparations and closing activities performed for 4th of July celebration:
 - Jon boat—wet sanded and painted, tuned motor, offloaded boat and buoys, fresh water flush of boat motor, winterized unit
 - Choo Choo Train—Cleaned carburetor and gave tune up, connected the cars, drained gas tank and disassembled train for end of season
- Vehicles Serviced:
 - Admin Car—Replaced window regulator, installed tire
 - V-2—Full Service Oil Change
 - V-6 (Water/Sewer)—Full Service Oil Change
 - V-4 (Sanitation)— Diagnostic of no start issues, purchased and replaced batteries, repaired broken pigtail wiring harness on transmission, removed TCM transmission computer for inspection and possible replacement, ordered and replaced ignition switch and relay. Transported to A1 Auto and Diesel to repair intermittent starting issues.
 - V-13 (Sanitation)—Installed new radiator cap, replaced coolant reservoir cap
 - V-27—Full Service Oil change.
 - V-28—Clean battery corrosion.
 - V-30 (Prisoner transportation)—Full Service Oil change
 - V-31 (new clam truck)—Full service and oil change, diagnosed no start issue, repaired hydraulic leak.
 - Park’s Dept—Repaired two Zero Turn mowers, changed out rod holding spindle, blades and plugs, replaced muffler, cleaned and adjusted carburetor to diagnose surging issues on scag mower.
 - Cemetery—Repaired lawn mower with PTO issues

Fleet Maint. (cont)

- FD Rescue 12—Oil change, fuel filter change, replaced stabilizer bar end links and all four shocks.
- Small Equipment maintenance & misc. repairs—performed maintenance on 4 chain saws, repaired weld on stainless steel sink for Park's Dept, greased, tuned and swapped handles on Park's Dept. edger.
- Gathered fuel sheets from Public Works vehicles, distributed July's fuel sheets and created August's fuel sheets.
- Fuel tanks—Dipped fuel tanks to get fuel level reading, prepared fuel report for City Hall.
- Completed fabrication on asphalt spreader for Street's Dept
- Performed online research for wiring schematics for Sanitation truck and Allison Transmissions and for TCM replacement.
- Contacted Empire Truck Sales in Pensacola to discuss burn off procedure for exhaust on V-31
- Purchased dog food for City dog kennels
- Orders:
 - Park's Dept—breather elements for Boylen push mowers, muffler blades and other parts for scag mowers.
 - Cemetery—ordered, picked up and delivered mower parts for Cemetery mower.
 - Streets Dept—new broom heads, new air sander.
 - Admin car—Ordered tire
- Swept and cleaned oil change and pit area.

STREETS

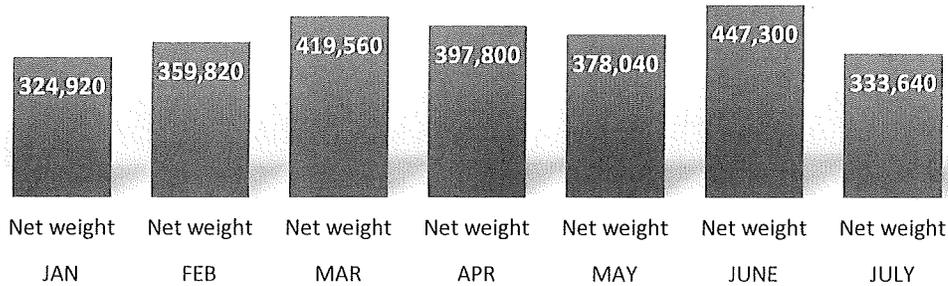
- Began construction of 600' of sidewalk by Lewis Middle School. To date, approx. 300' of sidewalk has been poured. Expected completion date 8/9.
- **STREET SWEEPING**
 - Miles of residential streets swept: 75
 - Lbs of debris removed: 4,800
 - Yd3 of debris removed: 32

 - Miles of **DOT** roads swept: 10
 - Lbs of debris removed: 600
 - Yd3 of debris removed: 4
 - **Total Lbs of debris removed: 5,400**
- Set up and cleaned up following 4th of July Celebration.
- Grading performed—Adam's Alley and N. Bayshore Extension
- ROW Mowing performed—Okaloosa Ave, Washington Ave, Old State Rd 10, Johnson Street, Kelly Ave
- DOC work squad—Hwy 85—picked up litter, mowed and weedeated.
- Tree Maintenance—removed downed from N. Bayshore Extension, City Hall, Hwy 85, Edge Ave, Low hanging branches throughout city, line of sight vegetation and branches on Southview, N. Bayshore.
- Saved \$2000 by removing two trees in-house (City Hall & John Sims Pkwy)
- Sign Maintenance—Nordberg and Valparaiso Parkway.

SANITATION

- Garbage removed:
 - 168.32 Tons (333,640 lbs) of Household Waste

YTD Trash Removal-Lbs

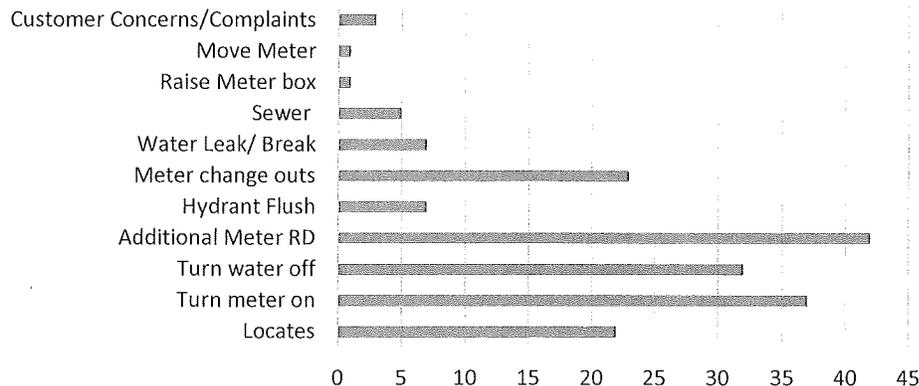


- 220 yd₃ of yard debris
- 12.43 Tons (24,860 lbs) of Roadside Bulk Waste
- Daily pickup & processing of recycling trailers at City Hall and Lewis Middle School.
- Began tracking addresses for clam stops (limbs & leaves) on 7/15. Since that date, the clam has picked up at 373 resident's homes.
- Transported trailer of recycled mixed paper and plastics to Tallahassee.

WATER/ SEWER DEPT

Locates	Turn meter on	Turn water off	Additional Meter Read other than monthly reads	Meter change outs	Hydrant Flushing	Water Leak/ Break	Unstop Sewer Calls	Customer concerns/ complaints
22	37	32	42	7	23	7	5	3

Water/ Sewer July '16



Water/ Sewer (cont)

- 120 daily well checks performed at 4 distribution well sites.
- Performed static well level tests at all 4 distribution well sites.
- Performed 255 routine checks on the city's Lift Stations.
- Reinstalled pump that was sent for repairs in L/S 17.
- Upcoming projects:
 - Water—Highland Ave—loop water line to improve water quality.
 - Sewer—Repair check valve in L/S 1.

Support Staff

- Nathan Kelley obtained his Drinking Water Operator "C" License # 0023737, on 7/13/16.
- Received 98 phone calls
 - Water 18
 - Sewer 6
 - Parks 5
 - Sanitation 25
 - Streets 5
 - Misc 39
- Performed 4 compliance sampling
 - Monthly bacteriological sampling
 - Annual Nitrate/ Nitrite sampling
 - Stage II Disinfection Byproduct Rule-TTHMs & HAA5s sampling
 - Annual Water Quality sampling for Northwest Florida Water Management District (NFWWMD)
- Sent Compliance Reports to Regulatory Agencies
 - Monthly Operational Reports (MORs) to (FDEP)
 - Quarterly Disinfection Analysis Report (FDEP)
 - Quarterly Pumpage Report (NFWWMD)
 - Quarterly Water Level (Static Level) Reports (NFWWMD)
- Generated and closed 70 City Hall work orders
- Generated and closed 21 Public Works Work Orders
- Updated Water Distribution Log