

AGENDA
CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING
VALPARAISO, FL
850-729-5402
February 13, 2023
6:00 PM

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

APPROVAL OF MINUTES

January 9, 2023

CITIZENS' CONCERNS (non-agenda items)

1. Resident
2. Non-resident

ACTION ITEMS/POTENTIAL ORDINANCES

1. Added Agenda Item
2. Approve Bid for Surplus Property at 363 Washington Ave
3. Ordinance No. 720 Vacation ROW/Alley - Trinity Church from 2004-----Attach 1
4. City Hall Lease Buy Out/Change Terms-----Attach 2
5. Resolution No. VCA 01-02-13-23 Establish IPTV & Rates-----Attach 3
6. Revise ROW Utilities Permit Application-----Attach 4
7. Okaloosa Gas District New Structure -----Attach 5
8. Resolution No. 06-02-13-23 Columbarium Pricing-----Attach 6

OLD BUSINESS

1. Update New City Hall Renovation
2. Heron Placement

REPORTS / CORRESPONDENCE / ANNOUNCEMENTS

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

8 February 2023

Vacation of ROW/Alley from 2004

All,

I spoke with Josh and Greg (didn't get their last names) with Trinity Church this morning. I explained that the city would need to pass an ordinance to follow through with the 2004 vote to vacate the alleyway behind the Church's property. I also went over that ordinances take two readings and there are statutory guidelines regarding notices and when the second reading of the ordinance can occur. Further that unless the commission decided to have a special meeting to deal with it that the second reading would likely occur at the March meeting.

They seemed fine with everything I explained. They planned to discuss with the bank knowing the process has begun. I explained this is some "housekeeping" that the city should have done after the vote in 2004, but that we are working to get it done. I discussed with Tammy and she is working up an ordinance for consideration and 1st reading for next week.

Tammy – in drafting the ordinance vacating the alleyway, put language in there that the City maintains and preserves a non-exclusive utility easement of _____ feet for maintenance, replacement and service of current and future city utilities. Send me a copy of the draft ordinance and I can review and update before the commission meeting next week.



Hayward Dykes Jr.

9 February 2023

Commission

Ordinance should be Available by Monday Night

FLORIDA MUNICIPAL LOAN COUNCIL
 INFORMATION REQUEST
 CITY OF VALPARAISO, FL

Prepared: January 18, 2023

Loan Structure
 Security/Pledge
 Term (in years)
 Project Fund
 Cost of Issuance (est.)
 Total Par

Estimated Loan Statistics*

Interest Rate
 Estimated Annual Debt Service
 Estimated Monthly Debt Service

\$2,300,000 Scenario			
	15	20	
\$ 2,300,000	\$ 2,300,000	\$ 2,300,000	
\$ 47,500	\$ 47,500	\$ 47,500	
\$ 2,347,500	\$ 2,347,500	\$ 2,347,500	
	4.00%	4.25%	
	\$211,137	\$176,579	
	\$17,595	\$14,715	

*This is being brought
 to the Commission
 because the Lessor
 does not want to pay
 property taxes*

*NOTE: The estimates above are preliminary and subject to change based on market conditions and other assumptions.

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

LEASE AGREEMENT

This "Lease" made and entered into this 17th day of November, 2021, by and between **H and S, LLC. And Huff Management, LLC** (hereinafter referred to as "Lessor") and **City of Valparaiso** hereinafter referred to as "Lessee".

W I T N E S S E T H

In consideration of the covenants herein contained, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain Premises known as 23 John Sims Parkway which is assigned 14,489 square feet of Rentable Space located in Okaloosa County, Florida and known as Bank Building (City Hall).

Term.

The Lease shall commence as of December 1, 2021 the Commencement Date, and shall continue until midnight, November 30, 2051.

1. Definitions.

- a) "Premises" shall refer to the actual space within the Building that is reserved by this Lease for the exclusive use of Lessee.
- b) "Rentable Space" shall refer to both the Premises and the allocable portion of the nonexclusive space within the building that provides for Lessee's access to the Premises; the housing of equipment providing utilities and fire protection to the Premises; and areas providing emergency evacuation of the Building.
- c) "Property" shall refer to 23 John Sims Parkway Valparaiso, FL 32580 (Parcel ID 12-1S-23-253F-0001-0040) and the real property adjacent to the property identified by Parcel ID 12-1S-23-0000-0001-0000.
- d) "Building" shall refer to the structure located on the Property containing the Premises.

2. Construction

Lessee agrees to accept the Premises in its "as is" condition on the Commencement Date and Lessee agrees that it will be responsible for any and all leasehold improvements which Lessee desires thereafter (hereinafter referred to as "Work"). The plans for said Work shall be submitted to Lessor for his written approval and the Work shall be permitted as required by the necessary and required governing body prior to commencing any Work thereon. All Work shall be performed by qualified and properly licensed contractors. Rent shall commence on the Commencement Date.

Landlord will provide the space in its "as is" condition.

3. **Rental Payments**

Lessee covenants and agrees to pay to Lessor the following charges, collectively referred to as Rent, on or before the first day of each month during the term of the Lease by mailing a check, cashier's check or money order to Huff Management, LLC, 4592 Hwy 20 E Ste #1, Niceville, FL 32578, or at such other place as Lessor may from time to time designate:

(a) **Rent**: Lessee shall pay Lessor Monthly Rent of \$10,000.00. Said Rent shall commence on the Commencement Date and shall be payable in advance on the first day of each calendar month during the term of this Lease, or renewal thereof and shall be delinquent if not paid by the fifth calendar day of each calendar month during the term of the Lease or renewal thereof. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current or capital expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute or create a pledge or lien on the ad valorem tax revenues, facilities, Equipment, or a pledge of the Lessee's full faith and credit or its taxing power to pay any Rental Payments or any other amounts under this Agreement. Neither the Lessor nor any Assignee of this Agreement may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Agreement.

(b) **Common Area Maintenance Charges**: Lessee agrees to pay all expenses related to operating and maintaining the building and the surrounding property.

(c) **Utilities**: Lessee agrees to pay all utilities.

(d) **Rent Calculations Upon Commencement**

Base Rent	\$10,000.00
Sales Tax (7.0%)	\$ 000.00
TOTAL MONTHLY RENT	\$10,000.00

TOTAL AMOUNT DUE MONTHLY \$10,000.00

4. **One-Time Option to Purchase**

Lessee shall have a one-time exclusive option to purchase the Property from Lessor the above described Property after ten (10) years. The Lessee must provide written notice to Lessor **on or before October 1, 2031**, that it wishes to exercise its option to purchase. The purchase price for the Property will be **\$1,818,157.16** as noted on the amortization schedule attached hereto and made a part of the Lease. This Option to Purchase is exclusive and may only be exercised as specified herein or shall be deemed waived by Lessee.

In the event Lessee wishes to exercise its option to purchase, it shall provide written notice to Lessor and the closing of the property shall occur within sixty (60) days of the written notice from the Lessee, unless another time is agreed upon by both parties.

Should Lessee not exercise its one-time option to purchase, the Lease shall remain in full force and effect as set forth herein amongst the parties.

5. Taxes

Lessee shall pay, if applicable, all personal property taxes assessed by reason of it's personal property and fixtures on the Premises, and Lessee shall also pay any other fees and taxes incidental to the operation of its business, specifically including, but not limited to State of Florida and Okaloosa County sales tax, presently at a rate of seven per cent (7.0%) on the monthly Rent, and on any other amounts payable hereunder.

5. Use of Premises.

The Premises shall be used for general uses associated with conducting the business of the City of Valparaiso, Florida. Municipal uses include, but are not limited to a municipal library, municipal office spaces for city staff, and public meeting space for the general public to conduct municipal business. In addition, the Lessee may sublet some, but not all the Premises for general office space. No other purpose or purposes without the written consent of Lessor is allowed. Lessee shall promptly comply with all laws, ordinances and regulations promulgated by any duly constituted governmental authority, the codes and ordinances of City of Valparaiso, Florida, and the Lessor. Lessee shall not use the Premises for any purpose which increases the rate of premium cost or invalidates any policy of insurance covering or carried on the Building in which the Premises are located. Lessee will not use or permit upon the Premises anything that may be dangerous to life or limb or create or permit any nuisance or do anything to disturb any other Lessee. Lessee will not obstruct any portion of the common areas of the Center without the prior written approval of the Lessor. At no time shall Lessee, its agents, servants, employees, licensees or invitees, smoke cigars, pipes or cigarettes on the Premises or in any interior areas of the Building which is covered by a roof. Specifically included in this prohibition are all porches, balconies and decks attached to the building.

6. Cleaning

Lessee shall keep its Premises clean at its own expense and shall within a reasonable time remove all of its trash, garbage, and other refuse from the Premises. If Lessee produces hazardous material on a regular basis, Lessee shall make arrangements for disposing of hazardous material from the Premises and/or the Property at Lessee's sole cost. Provided that if Lessee fails to do so in either of the above situations, then Lessor may (but shall be under no obligation to) cause it to be removed for the benefit of Lessee and Lessee agrees to pay all the expense thereof, on demand, as additional Rent. Lessee will not burn any materials or rubbish of any description upon said Premises or in the parking lot and common areas of the Center. In the event Lessee fails to keep the Premises and other areas heretofore described in proper and safe condition, Lessor may cause the same to be done for the benefit of Lessee and Lessee agrees to pay the expenses thereof on demand as additional rent. Lessor shall cause the common areas of the Building to be attended as required in order to maintain the Building in a professional condition.

7. Repairs.

- (a) Lessee shall be responsible for all repairs and maintenance.
- (b) Except as may otherwise be provided herein, Lessee shall, at Lessee's sole expense, make all repairs needed to the Premises during the term of this Lease. It is expressly agreed and understood that Lessee shall, at Lessee's sole expense, at all times maintain the

following but not limited to all exterior and interior doors and locks that are a part of the Premises; the plumbing equipment and all related piping within the Premises, valves and fixtures within the Premises; and the electrical equipment, lighting fixtures and bulbs within the Premises, in good condition and repair, and in a clean, sanitary and safe condition, and in accordance with all applicable laws, ordinances and regulations of any governmental authority having jurisdiction. Lessee shall not permit any waste, damage or injury to the Premises. If Lessee refuses or neglects to commence repairs required of Lessee hereunder within 10 days after written demand, or to adequately complete such repairs within a reasonable time thereafter, Lessor may make the repairs without liability to Lessee for any loss or damage that may occur to Lessee's business or property by reason thereof, and if Lessor makes such repairs, Lessee shall pay to Lessor the cost thereof on demand as additional Rent.

(c) Unless damaged or broken by Lessor its agents or employees, Lessee shall promptly at its own expense replace any cracked or broken glass with glass of the same quality; including plate glass, interior or exterior windows and doors in the Premises. If Lessee fails to replace such glass or other breakable materials as provided herein, the Lessor, at Lessor's option, may cause the same to be done for the benefit of Lessee, and Lessee hereby agrees to pay the expense thereof on demand as additional Rent.

8. **Signs.**

Lessee may erect signage at Lessee's own cost and in compliance with any applicable local regulations.

9. **Fixtures.**

All alterations, improvements and fixtures, excluding trade fixtures, which may be made or installed by either of the parties hereto upon the Premises and which in any manner are attached to the floors, walls or ceilings, shall, at the termination of this lease, become the property of Lessor (unless Lessor requests their removal in which case Lessee shall, at Lessee's sole expense, remove the same without damaging the Premises), and shall remain upon and be surrendered with the Premises as a part thereof without damage or injury. Lessee's movable equipment, computers, furniture and trade fixtures shall remain solely the property of Lessee.

10. **Insurance.**

Lessee shall procure and maintain a policy of insurance, at its own cost and expense, insuring Lessor, Lessee, Lessor's management agent (if one is employed by Lessor), from all claims, demands of actions for injury to or deaths of any one person in an amount of not less than \$2,000,000.00 and for damage to property in the amount of not less than \$2,000,000.00, made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct or operation of Lessee's business on the Premises; provided, however, that if experience during the term of this shows that the above coverage is insufficient, Lessee shall procure additional coverage upon written request by Lessor. Said insurance shall not be subject to cancellation except after ten (10) days prior written notice to Lessor. In the case of said cancellation, Lessee shall place the required coverage with another insurer so that there is no period of time that the above required coverage is not in place. Lessee shall deposit duly executed certificates of the insurance with the Lessor at the commencement of the term of this lease. If Lessee fails to comply with such requirements, Lessor may obtain such insurance and keep the same in effect, and Lessee shall pay the Lessor the premium cost thereof upon demand as additional rent.

11. **Indemnity.**

Lessee agrees to indemnify and save Lessor, its officers, principals, directors, employees, agents, heirs and assigns; its officers, directors, employees and agents harmless against any and all claims, demands, damages, costs and expenses, including court costs and reasonable attorney's fees for the defense thereof, arising from the conduct or management of the business conducted by Lessee on the premises or in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any act of negligence of Lessee, its agents, contractors, servants, employees, or licensees, in or about the Premises or the common Areas of the Building or Center. Lessee agrees to pay and discharge within thirty (30) days after notice thereof of any mechanic's, material man's or other liens against the Premises or Lessor's interest therein claimed in respect to any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon request of Lessee, provided that Lessee may contest such lien claim if Lessee shall first discharge the lien from the Premises.

Notwithstanding the above language or any other language in this Lease, the Lessor and Lessee expressly agree that in no event shall Lessee be required to indemnify Lessor its officers, principals, directors, employees, agents, heirs and assigns for any claims, demands, damages, costs and expenses, including court costs and reasonable attorney's fees beyond or above the established sovereign immunity limits as set forth in § 768.28, Florida Statutes, as may be amended from time to time.

12. **Damages by Fire or Other Casualty.**

(a) In case the Premises shall be less than forty percent (40%) destroyed by fire or other casualty, then the Premises shall be repaired as soon as reasonable by Lessee.

(b) In case the Premises shall be destroyed or so damaged by fire or other casualty as to render forty percent (40%) or more thereof untenable the Lessor may at its option either:

(i) rebuild or restore said Premises to a good condition and fit for occupancy within a reasonable time after such destruction or damage; or

(ii) at its election, by notice in writing to Lessee within sixty (60) days after such destruction or damage, terminate this lease. If Lessor elects to rebuild or restore said Premises, it shall, within sixty (60) days after such destruction or damage period, give Lessee written notice of its intention to do so and proceed with the rebuilding and restoration as promptly as may be reasonable.

(c) In the event the Premises are to be rebuilt as provided above, then this lease shall remain in full force and effect during such restoration. Lessee shall, in the event of such rebuilding, forthwith replace or fully repair all trade fixtures, equipment, and other installation originally installed in the interior of the Premises by the Lessee. Lessor shall have interest in Lessee's insurance proceeds covering its store fixtures, equipment or inventory, and Lessee shall have interest in the proceeds of any insurance carried by Lessor. During any such rebuilding period, Tenant's obligation to pay Base Rent or Variable Rent shall "equitably" abate to the extent that the Premises are not tenantable by Lessee for the normal operations of its business.

13. **Condemnation**

In the event of any eminent domain proceedings affecting the Premises, Lessor and Lessee shall each have the right to apply for separate awards, with Lessor being entitled to receive all the amount awarded for the taking in full or in part of the Premises and Lessee being entitled to any separate award which may be given based on its business loss or relocation expenses resulting from said taking.

14. Default by Lessee

It is mutually agreed that in the event:

(a) Lessee shall default in the timely payment of any sums required herein to be paid and fails to cure such default within five (5) calendar days (including Saturday, Sunday and legal holidays) after written notice thereof from Lessor; or

(b) If Lessee abandons or vacates the Premises; or

(c) If Lessee shall be in default in performing any of the terms or provisions not requiring the payment of any sum of money, and fails to cure such default within fifteen (15) calendar days (including Saturday, Sunday and legal holidays) after the date of receipt of written notice of default from Lessor; or

(d) If Lessee is adjudicated bankrupt; or

(e) A permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal; or

(f) Whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or

(g) If Lessee makes an assignment for benefit of creditors; or

(h) If Lessee violates the same covenant herein more than one time in any twelve (12) consecutive months period hereunder, irrespective of whether such violations are subsequently cured by Lessee within any applicable grace period; or

(i) If Lessee's effects should be levied upon or attached under process against Lessee and not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof.

Lessor shall have the following option upon one of the defaults above:

Lessor may terminate this Lease upon written notice to Lessee, whereupon this lease shall end, and upon such termination by Lessor, Lessee will at once surrender the possession of the Premises to Lessor and Lessor may forthwith reenter the Premises and repossess itself thereof and remove all persons and effects there from using such force as may be necessary without being guilty of trespass, forcible entry or other tort. No other remedies beyond repossession and past due rents shall be recoverable by Lessor.

15. Late Charge.

Anything herein to the contrary notwithstanding, Lessor and Lessee hereby expressly covenant and agree that, in the event the monthly Rent payment is not received at Lessor's designated depository by the tenth (10th) calendar day of the month, there shall be due and payable to Lessor by Lessee a late charge in the amount equal to ten percent (10%) of all sums which are then due and payable hereunder but have not, as of such date, been received, plus interest at the rate of 18% per annum from the due date (the first day of the month) of such sums until the date received. The payment of said Late Charge and interest by Lessee, and/or

acceptance thereof by Lessor, shall not be construed as waiver of any other right or remedy of Lessor, exercisable by reason of Lessee's failure to make payment to Lessor as and when due hereunder. Lessee's obligation to pay the Late Charge and interest hereunder shall be treated with the same dignity, as Lessee's obligation to pay Rent hereunder and Lessor shall have all rights and remedies provided for in this Lease in the event Lessee fails to pay the Late Charge and interest.

16. **Security.**

Lessor does in no way assume any responsibility or liability for the security of Lessee's Premises, person, or property about the Premises.

17. **Access by Lessor.**

Lessor may enter the Premises for the purpose of inspection, showing the Premises to prospective tenants, and to make such repairs as the Lessor may reasonably desire at all reasonable times including non-business hours; provided, however, the time is convenient with the Lessee and does not hinder the operation of Lessee's business or Lessor shall have given Lessee at least 24 hours advance notice of any entry. Verbal notice is acceptable for access rights under this paragraph. Notwithstanding anything to the contrary contained herein, Lessor, its employees, agents and contractors shall have the right in the event of an emergency that involves danger to the Property or the lives or health of a person or persons to enter the Premises without notice. Where upon the Premises shall be immediately secured by Lessor upon the passage of danger or the emergency.

18. **Door Locks.**

Lessee will be responsible for keying their own locks. Lessee will be responsible for any cost associated with re-keying the locks at the expiration of the lease.

19. **Assignments and Subletting.**

Lessee may sublet space within the Premises upon written notice to Lessor so long as such space is being used as outlined in paragraph 5 of this Lease. Lessee shall not assign its rights in this Lease or any interest therein (including but not limited to the sale or transfer of all or any portion of the ownership of the leasing entity herein), without the prior written consent of Lessor. Consent by Lessor to one or more assignments of this Lease shall not operate as a waiver of Lessor's rights under this section with respect to any subsequent assignments. No assignment or subletting shall release Lessee of any of its obligations under this Lease or be construed or taken as a waiver of any of Lessor's rights or remedies hereunder. Lessor may assign this Lease at any time without the consent of Lessee and in that event, said assignee shall be substituted for Lessor and be bound by all the terms of this Lease and thereafter the Lessor herein shall have no further obligations under this Lease.

20. **Subordination.**

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, security agreement, trust deed or similar instrument ("Mortgage") now or in the future affecting the Premises and to all advances already made, or which may be hereafter made, on account of said Mortgage to the full extent of all debts and charges secured thereby, and to any renewals or extensions of all or any part thereof, and to any Mortgage which any owner of the Premises may hereafter at any time elect to place on the Premises. Lessee agrees that Lessee shall, upon request, execute any instrument which Lessor may deem necessary to accomplish said

subordination and, should Lessee be in default for failing to do so, Lessor shall have the authority to execute such instrument in the name of Lessee. This authority is hereby declared by Lessee to be coupled with an interest and irrevocable.

21. **Deposits.**

Lessee has paid to Lessor the sum of N/A upon execution of this Lease. Lessor shall have no duty to segregate this deposit in a separate account and no interest shall accrue on such deposit. The deposit (without interest) shall be returned to the Lessee within 60 days following the surrender of the possession of the Premises; provided Lessor may deduct there from, any sums due Lessor pursuant to the terms of this lease, including but not limited to, any rental then due and payable, costs of repairing or replacing any damaged portion of the Premises, the cost of cleaning the Premises provided that Lessee does not adequately clean the Premises and the cost of performing any other duties required of Lessee which Lessee failed to accomplish. Lessee's leasehold improvements and attached fixtures (but not Lessee's movable equipment or other unattached personal property) shall be the property of Lessor and may not be removed from the Premises except as set forth in Paragraph 11 herein. Lessee shall surrender the Premises including the Lessee's improvements to Lessor broom clean and in the same condition as on the commencement of the term of the Lease, natural wear and tear excepted.

22. **Holding Over.**

When the tenancy created by this Lease has Terminated and the Lessee holds over in possession of the Premises without renewing the Lease by some further instrument agreed to in writing by Lessor, then such holding over shall be construed to be a tenancy at sufferance and Lessor shall have all rights provided under Chapter 83 of the Florida Statutes.

23. **Possession Prior To Commencement.**

Lessee shall have the right, to take possession of the Premises immediately upon full execution of this Lease including make the required deposit set forth in paragraph 22 above. Lessor hereby grants to Lessee and Lessee hereby accepts all rights and responsibilities set forth herein during this period prior to November 1, 2021, the Commencement Date. There shall be no Rent charges to Lessee for this period of early possession.

24. **Headings/ Parties.**

Words "Lessor" and "Lessee" as used herein shall include the respective contracting party, whether singular or plural, and whether masculine or feminine, or a partnership, joint venture, business trust, corporation, or other entity, as well as the heirs, personal representative, and permitted successors and assigns of such party. Headings are used for the convenience and reference only and shall not be deemed to vary the content of this Lease.

25. **Severability.**

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease, then, and in that event, it is the intention of the parties hereto that the remainder of the Lease shall not be affected thereby and the same remain in full force and effect.

26. **Entire Agreement.**

This lease contains the entire agreement of the parties, and no representations,

warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Further, this Lease is the jointly negotiated product of the parties and shall not be construed against the drafting party as Lessee has had the opportunity to have this Lease reviewed by an attorney.

27. **Attorney's Fees/ Venue.**

If either party seeks to enforce the terms hereof through an attorney at law, the prevailing party shall be entitled to reasonable attorney's fees and costs. In any action arising from this Lease either in law or equity, venue shall lie in Okaloosa County, Florida.

28. **Waiver of Rights.**

No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

29. **Notices.**

Unless otherwise provided in this lease, any notice which Lessor may desire or be required to give to Lessee, including any notice of expiration, shall be deemed sufficiently given in writing, delivered to Lessee personally, or sent by Certified U.S. Mail addressed to Lessee's principal residence or business, which address Lessee shall designate in writing. Any notice by Lessee to Lessor shall be delivered personally or sent Certified U.S. Mail addressed to Lessor at 4592 Hwy 20 East, Suite 1 Niceville, Fl 32578 or the last previous address as provided to Lessee in writing. The time of the giving of such notice shall be deemed to be the time when the same is delivered, if delivered in person, or two (2) business days after mailed as aforesaid.

30. **Building Donation.**

At the end of the thirty-year lease term and in the event the Lessee does not exercise its option to purchase (Section 4) and Lessee otherwise completes the lease Term, Lessor will donate the building and Property to the City of Valparaiso for fair market value.

{SIGNATURES ON FOLLOWING PAGE}

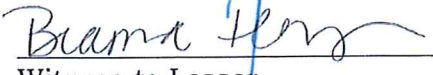
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IN WITNESS WHEREOF, the parties hereto have executed this instrument and affixed their seals, the day and year first above written.

Signed, sealed and delivered to Lessor
in the presence of:



Witness to Lessor



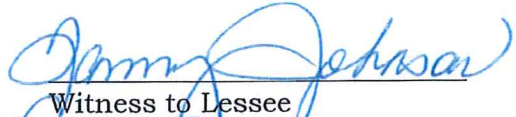
Witness to Lessor

LESSOR:

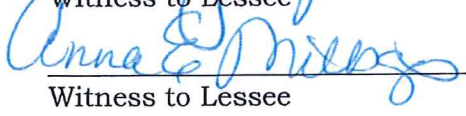
Huff Management, LLC and H and S, LLC

By: 

Signed, sealed and delivered to Lessee
in the presence of:



Witness to Lessee



Witness to Lessee

LESSEE:

City of Valparaiso

By: 

Print Name: **Hubert B. Smith**

Title: **Mayor**

Address:

465 Valparaiso Parkway

Valparaiso, FL 32580

VALPARAISO CABLE AUTHORITY
RESOLUTION NO. VCA 01-02-13-23

**A RESOLUTION OF THE VALPARAISO CABLE AUTHORITY TO
ESTABLISH NEW SERVICE AND RATES FOR INTERNET PROTOCOL TV
(IPTV) AND PROVIDE AN EFFECTIVE DATE.**

WHEREAS, the setting of new services shall be done by resolution of the VCA,
and

WHEREAS, the setting of rates shall be done by resolution of the VCA, and

WHEREAS, the Valparaiso Broadband Communications System is designed to be
self-supporting, and

**NOW, THEREFORE, BE IT RESOLVED BY THE VALPARAISO CABLE
AUTHORITY:**

Section 1. Service rates to be charged for following new services are as follows:

Service	Description	Monthly Charge
		New
INTERNET Protocol TV		
IPTV Basic*		\$25.00 + Cost of Internet
IPTV Core*		\$55.00 + Cost of Internet
IPTV Core +*		\$65.00+ Cost of Internet
Premium*		\$85.00 + Cost of Internet

* Will be charged a 10% administrative fee.

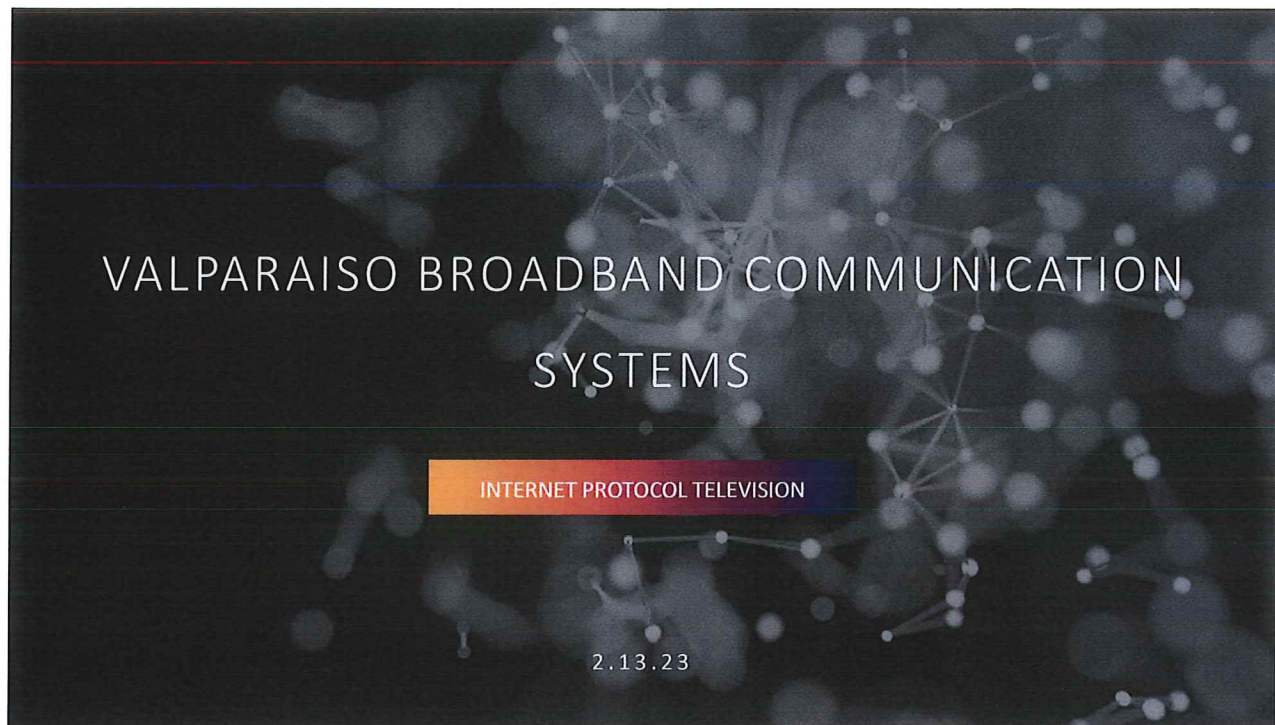
Section 2. Effective Date

This resolution is effective thirty days after adoption.

PASSED AND ADOPTED THIS 13TH DAY OF February, 2023.

Catherine Hamilton
VCA Chair

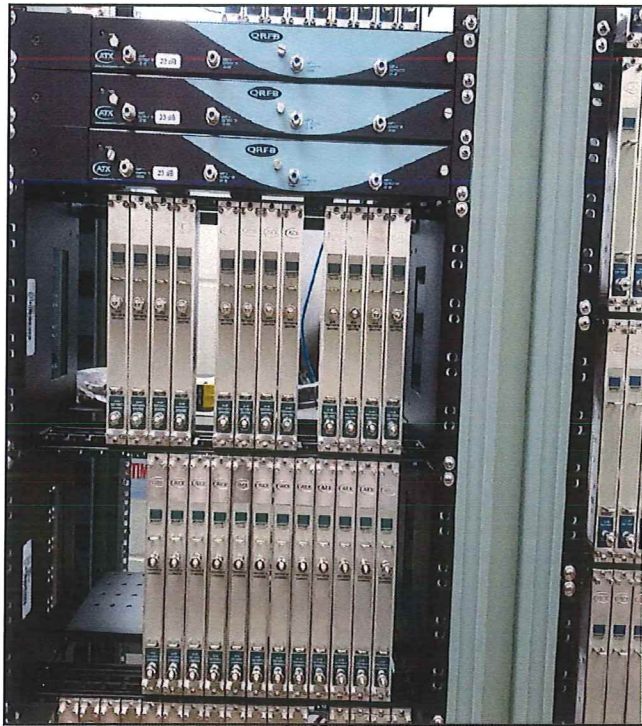
ATTEST:



1



2



INTRODUCTION

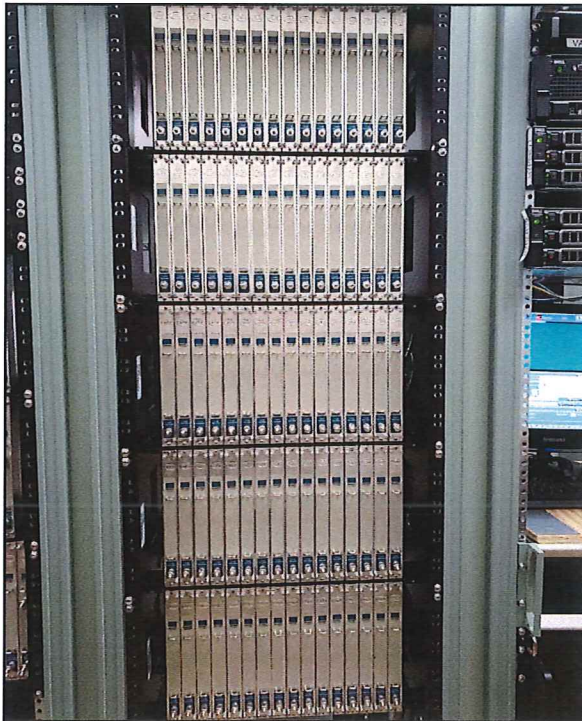
IPTV(Internet protocol TV)

IPTV works over internet protocol. Delivering video content via an internet connection.

Linear TV uses 6MHz QAM(quadrature amplitude modulation) channels to carry the video and audio signal to the set-top box or digital ready devise. This method uses 90% of our available channel space.

3

3



CHANNEL LINE UP BASIC

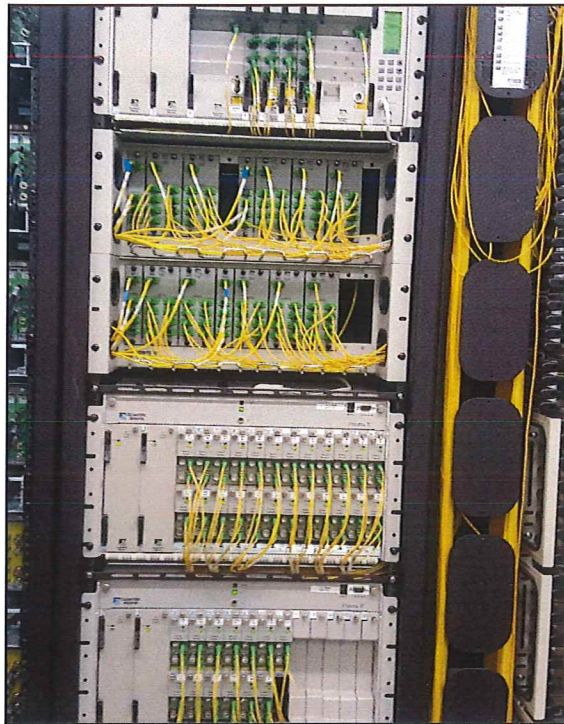
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BASIC

5602 VALP Channel	1407 GAC Great American Country	1551 Catholic TV
5603 WFGX35 ABC	1403 MAGNOL	1131 CSPAN
5604-WEAR TBD	1406 COOKING	1132 CSPAN 2
5606 - VKRG CHS	1410 TRAVEL Channel	1133 CSPAN 3
5607-8 - ME TV	1618 IS MAV TV	556 Enlace
5609 WEAR 3 CHARGE	1402 HGTV	1550 EWTN
5610- WALA CH10 news	5655 WFNA CW	561 INSPIRATION TV
5611- cozi	5657 WFNA 5 TruCrime	554 POSITIVE TV
5612 - Mystery (WALA6)	1404 FOOD	1010 OAHN NEWS TV
5615- NBC CH15	PBS *SUB Channels of all main networks, usually 15-20 channels in all.	1610 Pursuit
5616 Q (WPMI 5)	1412 Beach TV ATL	1009 QVC
5617 - 22 WPMI 6	1418 Beach TV Key West	555 Smile of a Child
5624 - WSRE WORLD (WSRE2)	1414 Beach TV PCB	1522 TBN
5625 -33 WSRE PBS CREATE (WSRE3)	1419 Beach TV New Orleans	1900-1949 Music CHOICE
5635 WFGX1 - MYTV	1417 Beach TV Destin	
5636 WFGX2 - Get Tv	1416 Beach TV Myrtle B	
5644-54 WJTC4		

4

4



CHANNEL LINE UP CORE

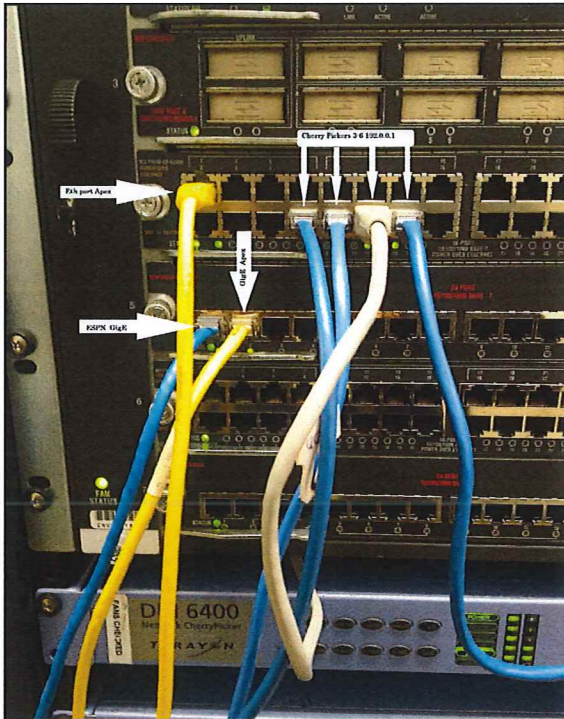
powered by SENTVNOW

CORE

1213 A&E	1510 E!	1215 Fyi	1518 SYFY
1631 ACC Network	1601 ESPN	1400 Game Show Network	1755 Sundance Film
1757 AMC	1602 ESPN2	1512 Golf Channel	1008 TBS
222 AMG TV	1404 Food Network	1749 Hallmark	1618 Tennis Channel
219 Aspire	1579 Fox Business	1402 HGTV	1142 The Weather Channel
1500 AXS TV	1578 Fox News	1118 History	1124 TLC
1125 Animal Planet	1613 Fox Sports 1	1007 HLN	1011 TNT
1401 AXETV	1614 Fox Sports 2	1756 IFC	1410 Travel Channel
1576 BBC America	1207 FreeForm	1126 ID Channel	1012 TruTV
1616 Big 10 Network	1502 FX	1202 ION	1204 UpTV
1505 Bravo	1758 FXM	201 ION Life	1521 USA
1301 Cartoon Network	1503 FXX	1214 Lifetime	1135 Viceland
1508 CNBC		1752 Lifetime Movies	1218 We TV
1006 CNN		1617 MAV TV	
1123 Discovery		1600 MLB Network	
1206 Disney		1129 MotorTrend TV	
1304 Disney JR		1513 MSNBC	
1303 Disney XD		1224 Nat Geo Wild	
		1225 National Geographic	
		1211 OWN	
		1516 Oxygen	
		1203 RFD TV	
		1606 SEC Network	

5

5



CHANNEL LINE UP CORE+


powered by SENTVNOW

CORE+

1212 American Heroes	1615 ESPN Deportes
1580 BBC World	1603 ESPN News
1577 Bloomberg	1604 ESPN U
306 Boomerang	1608 Fantasy Sports
1607 CBS Sports	0000 Bally Sports Regionals
509 CNBC World	0000 Bally Sports Regionals
581 CNN International	1501 Fuse
1406 Cooking Channel	1407 GAC
1216 Crime & Investigation	1753 HD Net Movies
1210 Destination America	1699 NHL Network
1208 Discovery Family	1754 Reelz
209 Discovery Life	1127 Science
1403 Magnolia Network	1698 Strike Zone MLB
	1751 Turner Classic M
	519 Telemundo
	1517 Universal Kids NBC

6

6



CHANNEL LINE UP PREMIUM

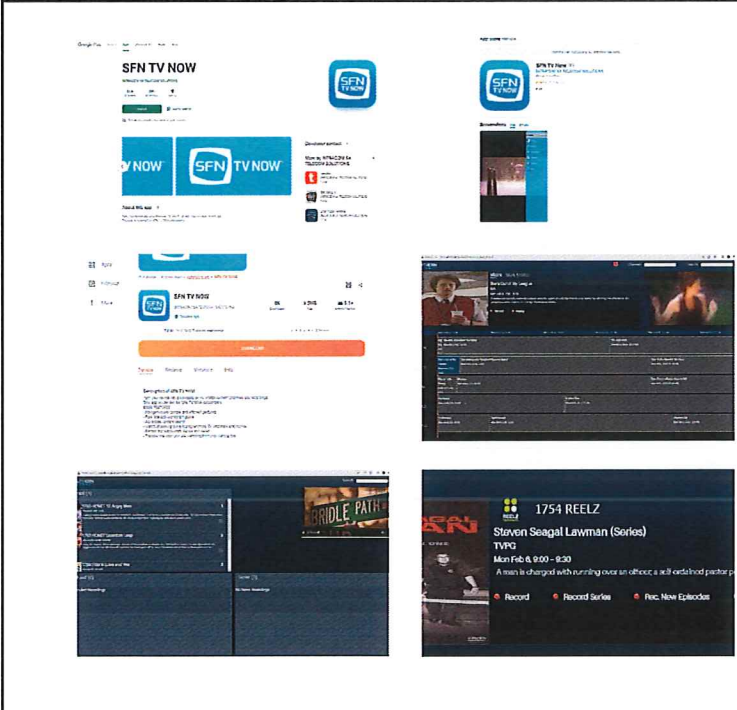
powered by SFNTVNOW

Premium

- 1815 Encore
- 1816 Encore Action
- 1817 Encore Black
- 1818 Encore Classic
- 1819 Encore Western
- 1820 Encore Suspense
- 1821 Starz
- 1822 Starz Cinema
- 1823 Starz Comedy
- 1824 Starz Edge

- 1825 Starz in Black
- 1826 Starz Kids
- 1835 Showtime
- 1837 Showtime 2
- 1838 Showcase
- 1840 Show Extreme
- 1841 Show Beyond
- 1842 Show Next
- 1843 Show Women
- 1836 The Movie Channel
- 1839 The Movie Channel

7



IPTV AND HOW WE GET IT

SFN (Southern Fiber Network)

SFN Now Tv app

Roku
Just add app to Roku account

Amazon Fire
Just add app to Fire Stick account

P C or MAC
<http://now.sfn-tv.com/>

Smart TV or android STB
Locate and install SFN TV NOW App.

8



SFN TV NOW

CAN AND CAN NOT

9

9

CAN AND CAN NOT



CAN DO

- Roku 3 and Higher (Roku Ultra HD recommended). (Including Premier, Premier plus, Stick, Stick plus, Ultra, and Roku TV's)
- IOS Devices: Download the APP in the App Store by searching for *sfnvnow*
- Android Devices: Download the APP in the Google Play Store by searching for *sfnvnow*
- Available on your PC by browsing to <http://now.sfn-tv.com/>



DO NOT

- There is a maximum total of 5 devices per account. You can manage your devices on your PC at sfn-tv.com (additional devices at additional fee)
- You need to have 10-Mbps of download available to each device using SFN for the best viewing experience.
- Must have an Internet service.

10

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GAINS FROM GOING TO IPTV



Contracts and Licenses

- BMPx2 \$3000.00 per year
- Trivien \$1200.00 per year
- HITS \$61000.00 per month
- GLDS HITS \$1133.00 per year
- GLDS WinCAP \$350.00 per month



Bandwidth Freed UP

- 84 QAMs freed up
- Return path can now be increased
- Better SN



Billing Modem Integration

- GLDS Provisioning of modems

11

11

LOSSES FROM GOING TO IPTV



WTV_E (watch tv everywhere)

- SFN will handle contracts with broadcasters
- We will not have WTV_E
- Broadcasters are starting their own online services.



Channels

- HBO cheaper to get your own
- Viacom (MTV, Nickelodeon, Comedy Central, BET, Paramount Channel, VH1)



No need for CPE

- TVs will need a Roku or FireStick or other the receive channels.

12

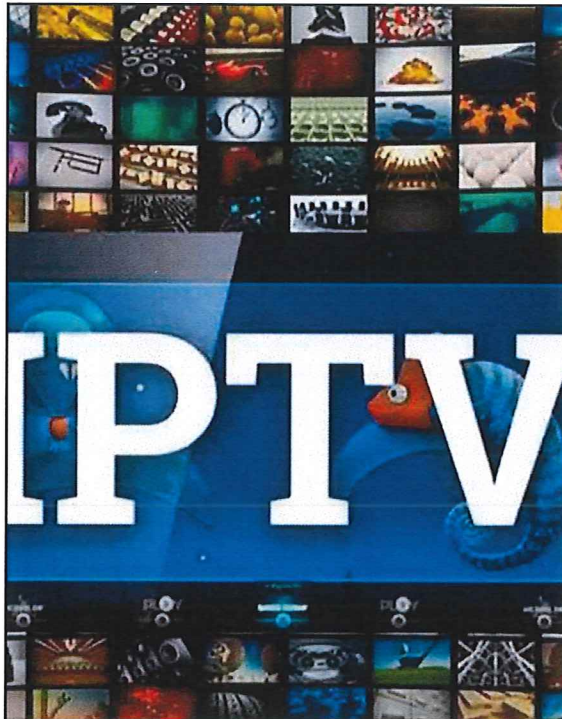
12

LINEAR CABLE TO IPTV

MARCH		OCT		
SFN	OLD TV			End of Old TV
SFNTVNOW LAUNCH SFNTVNOW goes live 13 March 23 No new "OLD TV" customers.		Notice of end date We will be notifying video customers of the upcoming end date.	Customer Education Information about equipment that can be used.	Turn off old TV 1 st of October linear TV will be turned off.

13

13



SUMMARY

IPTV (internet protocol Television)

Everything is moving to the internet

We are testing

Test accounts have been created

We will help with account set-up

Roku and/or other services to receive SFN

We will have both for a while.

Till October 1st, 2023

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CITY OF VALPARAISO RIGHT-OF-WAY PERMIT

Date: _____ Permit No.: _____

Permittee: _____

Requesting permission from the City of Valparaiso to construct and maintain the utility or perform the following work within the City Right-of-Way: _____

- 1) Proposed work is within the corporate limits of the municipality.
- 2) Permittee declares that prior to commencement of work he has contacted all utilities and has ascertained the location of all existing utilities, both aerial and underground utilities..
- 3) It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
- 4) Any utility heretofore or hereafter placed upon, under, over or along any right-of-way that is found by the Public Works Director to be unreasonably interfering in any way with the convenient, safe or continuous use, or the maintenance, improvement, extension or expansion of such right-of-way shall, upon 30 days' written notice to the utility or it's agent by the Public Works Director, be removed or relocated by such utility at its own expense except as otherwise provided in Section 337.403, Florida Statutes.
- 5) All road crossings shall be by directional bore except on non-paved streets. All paved or concrete driveway crossings shall be by directional bore except for utility lines greater than or equal to six (6) inch diameter.
- 6) The permittee is responsible for obtaining all other Federal, State of Florida and local permits.
- 7) All work shall be conducted in accordance with good engineering practices, shall be maintained in reasonably good condition and repair and shall be in compliance with Florida general law.
- 8) All appropriate traffic control devices shall be installed.
- 9) All appropriate erosion and sedimentation control devices shall be installed.
- 10) All City property shall be restored to its original condition, in accordance with City specifications, and in a manner satisfactory to the Public Works Director or representative.
- 11) The attached sketch covering details of this installation shall be made a part of this permit. Sketch to be furnished by the applicant.
- 12) The permittee shall commence actual construction in good faith within sixty (60) days from the date of this permit approval and shall be completed within _____ days.
- 13) The construction and maintenance of such utility or other permitted work shall not interfere with the property and rights of a prior permittee.
- 14) Special Conditions and Instructions: It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in the land to be entered upon and used by the holder, and the holder will at all times assume all risk of and indemnify, defend and save harmless the City of Valparaiso from and against any and all loss, damage, cost of expense arising in any manner on account of the exercise or attempted exercises by said holder of the aforesaid rights and privileges, during construction, all safety regulations of the City shall be observed and the holder must take such measures, including placing and display of safety devices, as may be necessary in order to safely conduct the public through the project area in accordance with adequate safety practices.
- 15) The Public Works Department shall be notified twenty-four (24) hours in advance of starting work by calling 850-729-5407.
- 16) In the case of noncompliance with the City's requirements this permit is void and the facility will have to be brought into compliance or removed from the right-of-way at no cost to the City.
- 17) Return form to: City Administrator, 465 Valparaiso Parkway, Valparaiso, Florida 32580 or FAX to: (850) 678-4553.
- 18) Roadway construction is proposed or underway: Yes () No ()
- 19) Permit Fee for all utility companies shall be \$100.00.

Submitted By: _____
Permittee Name or Company Name and Phone Number

Address

Fax Number

Signature, Title and Phone Number

Approved By: _____
City Administrator Date

SPEAKER'S FORM
CITY OF VALPARAISO COMMISSION

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

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

The City appreciates your cooperation and adherence to these guidelines.

*******Please Print*******

DATE OF REQUEST 1-26-23 *COMMISSION MEETING DATE: 2-13-23
* NAME CARL L SCOTT *PHONE #: 850-803-3117
* ADDRESS: 339 OPALOOSA AVE EMAIL: CSCOTT@VALP.NET
* TOPIC/ISSUE OPALOOSA GAS DISTRICT NEW STRUCTURE

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

YES - 1-25 and continuing discussion

*DESIRED ACTION BY COMMISSION

Pursue the available grant opportunities
to enhance project

*PRESENTATION MATERIALS ARE ATTACHED: YES ☒ NO ☐ Type Picture

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





RESOLUTION NO. 05-02-13-23

A RESOLUTION ADJUSTING COLUMBARIUM PRICING AT SUNSET CEMETERY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance Number 682 states that Interment Fees and other service fees shall be accomplished by Resolution of the City Commission, and

WHEREAS, fees have increased and need to be adjusted, and

WHEREAS, additional revenues are needed to provide these services.

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

The prices are hereby amended and set as follows with strike-throughs indicated deleted rates and underlining indicating the new fees:

Columbarium Pricing:

A) Single Niche-Hexagon/Bottom 2 Tier w/ standard plaque	\$ 950	<u>\$1,000</u>
B) Single Niche-Hexagon/Middle 2 Tier w/ standard plaque	\$1,150	<u>\$1,100</u>
C) Single Niche-Hexagon/Top 2 Tier w/ standard plaque	\$1,350	<u>\$1,400</u>
D) Single Niche-Curved Wall/Bottom 2 Tier w/ standard plaque	\$1,350	<u>\$1,400</u>
E) Single Niche-Curved Wall/ Top 2 Tier w/ standard plaque	\$1,550	<u>\$1,600</u>
F) Double Niche-Curved Wall Side Bottom w/ standard plaque	\$2,150	<u>\$2,200</u>
G) Double Niche-Curved Wall Side Top w/ standard plaque	\$2,350	<u>\$2,400</u>
H) Quad Niche-Family Estate Bench	\$5,595	
I) Opening/Closing of Niche (Monday-Friday)	\$ 200	
J) Custom Niche Plaque-Cameo Addition	\$ 150	<u>\$ 200</u>
K) Custom Niche Plaque-Picture Engraved in Bronze	\$ 325	<u>\$ 400</u>
L) Final Date Scroll	\$ 150	<u>\$ 200</u>

Weekend/Holiday Additional Fee:

A) Saturday	\$155
B) Sunday	\$210
C) *Holiday	\$275

*Includes Martin Luther King Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Christmas Eve, and New Year's Eve.

****No Services on Thanksgiving Day, Christmas Day or New Year's Day. ****

*****No services after 4:00 p.m.*****

Section 2: EFFECTIVE DATE

This resolution shall become effective immediately upon adoption.

ADOPTED IN SESSION THIS 13th DAY OF FEBRUARY, 2023.

PUBLIC WORKS MONTHLY ACTIVITIES REPORT

January 2023

CEMETERY

- Met with families--3
- Made funeral arrangements—3
- Oversaw funeral operations—2
- Installed VA markers—3
- Oversaw marker install--1
- Sold grave space—2
- Sold niches—3
- Replaced flag
- Replaced broken sprinkler heads—5
- Assisted Streets install berm in front of dirt pile

SHOP TRADES WORKER

- City Hall—Repaired toilet
- Fire Dept—Replaced hose bibb packing inside & outside bay
- Library/ Mitchell Bldg
 - Painted 2 bathrooms
 - Replaced toilet seat
 - Installed changing tables
- Sr Center
 - Replaced 20-amp breaker
 - Replaced 175' hot water lines with PEX system
 - Replaced 35' of cold water lines with PEX system
 - Replaced kitchen faucet

PARKS

- Mowed, weedeated, pulled weeds, blew, removed debris all city parks/ building & city ROWs
- **Angels Are Us—Pressure washed pavilions & sidewalks**
- **Doolittle Park—Hung new flag**
- **Glen Argyle Park**
 - **Pressure washed bathroom & sidewalks**
 - **Repaired toilet**
- Lincoln Park—Repaired leak in wall and installed new wall
- Marion Ruckel Park—re-attached fence to post
- Medians—mowed, weedeated, blew, edged, pulled weeds 5 days
- TJ Brooks Park—Pressure washed sidewalks, pavilions, brick walkway & restrooms
- T-Pier—replaced 90' of water lines
- **Misc:**
 - Assisted Streets
 - Removing buildup of dirt in ROW in front of Goodwill
 - Removing tree limbs & debris from fence line

STREETS

- **CEMENT/ SIDEWALK**

- Moved 3 parking bumpers at the Library

- **SIGN MAINTENANCE**

- Cleaned graffiti off signs—2
- Removed road work ahead sign—1

- **TREE MAINTENANCE**

- Cut low hanging vines, branches and limbs in 2 locations
- Cut line of sight brush and trees in 2 locations
- Cut down trees in 2 locations
- Library—vertical cut tree limbs up 10'

- **DOT MOWING**

- Mowed ROWs on Hwy 85

- **ROW MOWING & MAINTENANCE**

- John Sims Pkwy/ Goodwill—removed 6,000 lbs of sand and grass, graded & leveled to curb & asphalt parking lot and seeded area
- Cutts Dr/ Bayside Vision (John Sims Pkwy) Removed sticks and debris off curbs

- **STREET MAINTENANCE**

- Lincoln Park—graded sand back to concrete sidewalk to fill in washout 2 times
- N. Bayshore Dr/ Magnolia Ave—installed new circle mirror for traffic
- Installed HMA & rolled in 3 locations
- Cemetery—Installed HMA berm in front of dirt pile in parking lot
- Filled 7 potholes in 5 locations

- **STORMWATER**

- Public Works yard—cleaned detention pond
- 1203 Bayshore Dr—Cleared 30 lbs of debris from driveway drain
- Nordberg/ Illinois Ave—Repaired Storm drain with brick, block & hydraulic cement and added quickrete bags to outside of drain around wall. Backfilled, tamped, raked and seeded area

- **Illicit Discharge**

- Valastics Ave—shoveled 200 lbs of dirt and sand off road
- Wolverine Ave—shoveled mulch off road
- 625 Valparaiso Pkwy—removed cardboard off roadway
- Changed dog waste stations 3 times, removing 45 lbs of waste

- **STREET SWEEPING**

- Miles of residential streets swept: 113
- Lbs of debris removed: 8,400
- Miles of DOT streets swept: 8.13
- Lbs of debris removed: 600

- **MISC**

- John Sims Pkwy
 - Backfilled hole in median
 - Removed road kill
 - Cleaned all shingles and wood off roadway following storm
- Welded arms on tractor
- Lincoln Park—Cleaned boat ramps

- **Assisted Depts**

- **Trained new employee on sweeping operations**
- Water & Sewer—Cleared fence line of brush & tree limbs & repaired fence
- Parks—Installing 60' of water line under T-Pier
- Library—Pulled up sidewalk and reinstalled gutters in preparation for gazebo work

SANITATION

- 215.83 Tons (431,620 lbs.) of Household Trash collected
- 9.78 Tons (19,560 lbs.) of Roadside Bulk collected
- Number of trips to the dump: 48
- 460Yds. of yard waste has been taken to landfill
- Number of trips to Landfill: 23
- New Trash cans delivered: 5
- Trash cans replaced: 2

WATER/ SEWER

- **REGULATORY COMPLIANCE SAMPLING**
 - Monthly Bacteriological sampling
 - Static Water Levels
- Locates—46
- Turn meter on—17
- Turn meter off—18
- Manually read meters—67
- New meters installed—3
- Meters replaced—11
- Nodes replaced—4
- Water Leaks/ Breaks—4
- Replaced curbstops—7
- Raised meter box--1
- Exercised valves—7
- Removed hydrant meter--1
- Flushed hydrants to maintain water quality—17
- Well maintenance:
 - Well 2
 - Cleared fence line of tree limbs & debris
 - Repaired fence
 - Tested chlorine loss alarms & lights
 - Well 3
 - Tested chlorine loss alarms & lights
 - Installed screening on dump line & tubing
 - Well 4
 - Tested chlorine loss alarms & lights
 - Installed screening on dump line & tank overflow pipe
 - Replaced ventilation fan
 - Well 5
 - Tested chlorine loss alarms & lights
 - Repaired leaking pump in control room
 - Sanded and painted well piping
- Sewer calls—6
- Maintenance on Lift Stations--1
- 329 Chicago Ave-Repaired sewer lateral
- Ft of lateral cleaned—50
- Ft of sewer main cleaned—337'
- Ft of sewer line video'ed 387'
- Manholes cleaned—1

Support Staff

- **REGULATORY COMPLIANCE REPORTING**

- Prepared & sent December 2022 Monthly Operational Report (MORs) to FDEP & Poly, Inc
- Sent January 2023 bacteriological results to FDEP
- Sent 4th QTR Disinfectant Residual report to FDEP
- Sent 4th QTR Static Water Level report to NFWFMD & Poly, Inc
- Sent Water Use Summary report to NFWFMD & Poly, Inc
- Assisted FDEP Sanitary Survey inspection well site visits and records inspections

- **RECORDS MAINTENANCE**

- Produced Static Water Level Report for December
- Updated December's Water Loss Report
- Updated Water Distribution Log for January
- Produced January's Purge Data Report
- Prepared December's Public Works Activities Report
- Updated January's hydrant flushing log

- **WORK ORDERS GENERATED/ PROCESSED**

- In-house work orders generated—78
- Work orders processed from City Hall—35
- Locate requests from Sunshine 811—73
- Meter Leak Alert customers contacted—65
- Meters/ Mi.Nodes commissioned—19

- Received 272 phone calls.

- Cemetery-0
- Parks-2
- Sanitation-65
- Shop-8
- Streets-7
- Water/ Sewer-51
- Misc/ Other Depts- 139