



404 West Jefferson Street  
Quincy, Florida 32351  
[www.myquincy.net](http://www.myquincy.net)

## **Regular City Commission Meeting**

Tuesday, December 12, 2023  
6:00 PM

**City Hall Commission Chamber**  
**City Commissioners**

Mayor Freida Bass-Prieto – District IV  
Mayor Pro-Tem Angela G. Sapp – District II  
Commissioner Dr. Robin Wood – District I  
Commissioner Ronte R. Harris – District III  
Commissioner Dr. Beverly A. Nash – District V

*"An All-American City in the Heart of Florida's Future"*





City Commission Meeting  
Tuesday, December 12, 2023  
6: 00 PM  
City Hall  
Commission Chamber  
**AGENDA**

**Call to Order**

**Invocation**

Chief Anthony Baker

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Proclamation**

**Special Presentation**

1. Attorney Larry K. White

**Items for Consent by the Commission**

2. Approval of the Special Meeting Minutes of October 30, 2023
  - Janice Shackelford Clemons, City Clerk
3. Approval of the July Financial Report
  - Robert Nixon, City Manager
  - Amanda Matthews, Sr. Accountant, Finance Dept.
4. Approval of the August Financial Report
  - Robert Nixon, City Manager
  - Amanda Matthews, Sr. Accountant, Finance Dept.



5. Cancellation and Rescheduling of the December 26, 2023, Regular Commission Meeting to Thursday, December 28, 2023.
  - Robert Nixon, City Manager
6. Contract with the Gadsden County Supervisor of Elections

### **COMMENTS FROM THE AUDIENCE (3 Minute Limit)**

### **Public Hearings and Ordinances as Scheduled or Agendaed**

### **Public Opportunity to Speak on Commission Propositions – (Pursuant to Sec. 286.0114, Florida Statute and subject to the limitations of Sec. 286.0114(3)(a), Florida Statute)**

### **Resolutions**

### **Reports, Requests, and Communications by the City Manager**

7. Approval of the Purchase of an 75HP Aerator Motor
  - Robert Nixon, City Manager
  - Richard Ash, Utilities Director
8. Quincy Police Department Update Report
  - Robert Nixon, City Manager
  - Carlos Hill, Acting Police Chief

### **Reports by Boards and Committees**

### **Other Items Requested to be Agendaed by Commission Member(s), the City Manager and Other City Officials**

9. Evaluations for the City Manager, City Clerk and City Attorney
  - Freida Bass-Prieto, Mayor
10. 2.15 Investigation Continuation
  - Freida Bass-Prieto, Mayor

### **Comments**

- City Manager
- City Clerk
- City Attorney
- Commission Members

### **Adjournment**



**SECTION 0105 - Notices of meetings and hearings must advise that a record is required to appeal.**

286.0105 - Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing.



# Special Presentation



Commission on Ethics  
Press Release  
February 1, 2023



**Glenton "Glen" Gilzean, Jr.**  
*Chair*  
**Don Gaetz**  
*Vice Chair*  
**Michelle Anchors**  
**William P. Cervone**  
**John Grant**  
**William "Willie" N. Meggs**  
**Ed H. Moore**  
**Wengay M. Newton, Sr.**  
**Jim Waldman**



State of Florida  
COMMISSION ON ETHICS  
P.O. Drawer 15709  
Tallahassee, Florida 32317-5709

325 John Knox Road  
Building E, Suite 200  
Tallahassee, Florida 32303

*"A Public Office is a Public Trust"*

**Kerrie J. Stillman**  
*Executive Director*

**Steven J. Zuilkowski**  
*Deputy Executive Director/  
General Counsel*

(850) 488-7864 Phone  
(850) 488-3077 (FAX)  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us)

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## PRESS RELEASE

For Immediate Release  
February 1, 2023

CONTACT PERSON:  
Lynn Blais or  
Kerrie J. Stillman  
850.488.7864

May be accessed online at [www.ethics.state.fl.us](http://www.ethics.state.fl.us)

TALLAHASSEE—February 1, 2023—Meeting in Tallahassee on January 27<sup>th</sup> in closed session, the Florida Commission on Ethics took action on 40 matters, Chair John Grant announced today, including 10 complaints considered for probable cause. A finding of probable cause is not a determination that a violation has occurred. Such a determination is made only after a full evidentiary hearing on the allegations.

In a complaint filed against Tarpon Springs City Commissioner **JACOB KARR**, the Commission found probable cause to believe he misused his position and official resources by involving himself in a billing dispute between a contractor and a resident. However, the Commission will take no further action on the allegation based on the totality of the facts in this matter and the disciplinary action already taken against Mr. Karr by his fellow Commissioners.



In a complaint against filed against former Florida Department of Education (DOE) Senior Education Program Director **KATRINA FIGGETT**, the Commission rejected the recommendation of its Advocate and found no probable cause to believe Ms. Figgett misused her position when she approved the purchase of equipment, gift cards, and a payment to a DOE employee from a non-profit organization that had given DOE a grant, when she served as the supervisor of the Computer Science certification training project grant during the pandemic. An allegation Ms. Figgett violated the constitutional amendment prohibiting abuse of a public position to obtain a disproportionate benefit resulted in a finding of no probable cause.

Probable cause was found to believe Quincy City Commission Member **ANGELA GRANT SAPP** had a conflicting contractual relationship by signing a promissory note for a personal loan from the City Manager; however, the Commission decided to take no further action based on the circumstances of the matter. No probable cause was found to believe she abused her office to obtain a disproportionate benefit or that she misused her position when she accepted the loan from the City Manager and then voted to retain him at a later meeting. Allegations she took the loan from a subordinate employee when she knew or should have known the loan was given to influence her official action or vote, were dismissed with a finding of no probable cause.

The Commission considered a complaint filed against former candidate **TERESSA CERVERA**, who ran for Circuit Court Judge in the Eleventh Judicial Circuit. No probable cause was found to believe she violated Florida's Constitution and financial disclosure law by filing an inaccurate 2021 Form 6.

No probable cause was found to believe Tampa City Council Member **JOSEPH CITRO** abused his office to obtain a disproportionate benefit or that he misused his



position when he attempted to enter a sold out gala. An allegation he misused public resources by using his aide to help him obtain the ticket was also dismissed with a finding of no probable cause.

The Commission found no probable cause to believe Polk County Utilities Director **TAMARA RICHARDSON** had a prohibited conflict of interest by simultaneously holding public employment and serving on the Board of Directors for the Florida Governmental Utility Authority.

The Commission found no probable cause to believe Lee County School Board Member **CHRISTINE PATRICCA** misused her public position to prevent another board member from obtaining copies of public records. Additionally, no probable cause was found on an allegation Ms. Patricca hired a School District employee to repair the air conditioning unit in her home.

The Commission considered a complaint filed against Holmes Beach Chief of Police in **WILLIAM L. TOKAJER**. Allegations he misused his public position by leaking information that would lead to a public records request was dismissed with a finding of no probable cause. No probable cause was also found on an allegation Mr. Tokajer used information not available to the general public and gained by reason of his public position for his benefit or for the benefit of another.

Probable cause was found to believe Town of Inglis Mayor **MICHAEL ANDREW WHITE** had a conflicting contractual relationship because of a land purchase agreement he had with the Town. Allegations that Mr. White violated the constitutional amendment prohibiting abuse of office to obtain a disproportionate benefit or that he misused his position throughout the negotiations, purchase, or transfer of the parcel of land was



dismissed with a finding of no probable cause. Additional allegations Mr. White used the town vehicle for his personal use resulted in a finding of no probable cause.

Probable cause was found to believe former Volusia County Council Member **HEATHER POST** violated Florida's Constitution and disclosure law by failing to timely file her 2021 Form 6.

After reviewing the results of a self-initiated investigation – required by statute – the Commission found probable cause to believe **CHARLES A. SAFDIE**, Miami-Dade County Community Council 2 and Zoning Appeals Board Chair, willfully failed to timely file his 2018 Form 1.

The Commission reviewed 29 complaints for legal sufficiency. These reviews are limited to questions of jurisdiction and determinations as to whether the contents of the complaint are adequate to allege a violation of the Code of Ethics or other laws within the Commission's jurisdiction. As no factual investigation precedes the reviews, the Commission's conclusions do not reflect on the accuracy of the allegations made in these complaints. The Commission dismissed the following complaints for lack of legal sufficiency: **SHELIA BURCH**, Franklin Correctional Institution Property Room Sergeant; **JOE VILLANELLA**, Ponce Inlet Town Council Member; **JAKE RICHARDS**, Port St. Joe Chief of Police; 2 complaints against **WEBSTER BARNABY**, Florida Representative for District 29; **MARK STEWART**, City of Sebring Council Member; **DAVID LEIDEL**, **KELLY COSGRAVE**, **KATHY DOHERTY**, **RACHEL LOVETT**, **SARAH PALLONE**, **STEFAN SHULT**, and **LORIE SMITH**, Community Redevelopment Agency of Sebring Commissioners; **VANESSA GEORGE**, White Springs Town Manager; **AUDRE J. RUISE**, White Springs Town Clerk; **TIMOTHY BURGESS**, Florida Highway Patrol Lieutenant; **LAURA VAUGHAN-BOSCO**, Seminole County Assistant Chief Prosecutor



and Juvenile Division Chief; **DAWN COURTRIGHT**, Seminole County Assistant State Attorney; **MARIANNE BARNEBEY**, Bradenton City Council Member; **JOE LACASCIA**, Polk County Mayor; 2 complaints against **WILLIAM E. CLAGUE**, Manatee County Attorney; **MARISSA NEFF**, Lake County Assistant State Attorney; 2 complaints against **RON DESANTIS**, Governor of Florida; **SAMUEL G.S. BENNETT**, Town of Pierson Mayor; **MICHAEL KOLODY**, New Smyrna Beach City Commission Member; **RICHARD RAMSAY**, Monroe County Sheriff; and **DENNIS WARD**, State Attorney 16<sup>th</sup> Judicial Circuit.

#### **PUBLIC SESSION**

During its public session meeting, the Commission considered a settlement agreement entered into between the Commission Advocate and Manatee County Commissioner **VANESSA BAUGH**. The Commission adopted the agreement finding Ms. Baugh misused her position and public resources to assign vaccine distribution priority to serve specific individuals and zip codes, contrary to Manatee County's COVID-19 vaccination policy. A civil penalty of \$8,000 and public censure and reprimand was recommended to the Governor for imposition.

The Commission took final action on a complaint against **HOMER BRADLEY HARVEY**, former Wakulla County Property Appraiser. The Commission adopted a final order finding Mr. Harvey misused his position to receive unauthorized compensation in excess of his statutorily prescribed salary, misused the credit card of the Property Appraiser Office's to make personal purchases, and underreported income on his 2017 and 2018 Form 6s. A civil penalty of \$40,000, restitution to Wakulla County in the amount of \$209,236.30, public censure and reprimand, and removal from public office was recommended to the Governor for imposition.

The Commission granted the appeal and waived the \$7,150 in automatic fines assessed on **KEYSTONE/GOLDEN STATE STRATEGIES**, an executive branch lobbying firm, for the late filing its 2022 first and second quarter compensation reports.

The Florida Commission on Ethics is an independent nine-member commission formed in 1974 to review complaints filed under the statutory Code of Ethics and to answer questions from public officials about potential conflicts of interest through its issuance of advisory opinions.

If the Ethics Commission believes a violation of the law may have occurred, it may decide to hold a public hearing. If it concludes a violation has been committed, it may recommend civil penalties including removal from office or employment and fines up to \$10,000 per violation.



Attorney Larry White's  
Correspondence to  
Mayor Pro-Tem  
Angela Sapp  
Dated August 5, 2023

# LARRY K. WHITE, LLC

Attorney at Law  
1367 East Lafayette Street, Suite A  
Tallahassee, FL 32301  
850.577.3230 / 850.727-4525 - Fax

Larry K. White, Esq.  
Attorney at Law  
larrykwhite@lkwlaw.net

August 5, 2023

Ms. Angela Sapp, Commissioner  
Via Email

Re: Commissioner Sapp  
Payment of Attorney Fees/Costs

Commissioner Sapp,

Following the successful outcome of the Ethics Commissions' hearing, it is our considered legal opinion that the City of Quincy Florida is obligated to pay your attorney fees and cost. Mr. Walker accused you of five separate and overlapping ethics violations. The Ethics Commission found no probable cause on Numbers 1- 4. On alleged ethics violation Number 5 the Ethics Commission found probable cause; however, based on the statute and facts related to this particular allegation the Commission issued an Order that no further action to be taken. Thus, you clearly prevailed in this action.

Under common law, the city is required to compensate you for the fees and costs related to defending the alleged ethics violations. I will discuss the relevant case law, but first let me outline the alleged and unproved ethics violations.

- Allegation One. Respondent is alleged to have violated Article II, Section 8(g)(2), Florida Constitution, by using her position to obtain a disproportionate benefit for herself. **No Probable Cause.**
- Allegation Two. Respondent is alleged to have violated Section 112.313(2), Florida Statutes, by soliciting or accepting something of value to her based upon an understanding that her vote, official action, or judgment would be influenced. **No Probable Cause.**



- Allegation Three. Respondent is alleged to have violated Section 112.313(4), Florida Statutes, by accepting a thing of value when she knew or should have known that it was given to influence official action. **No Probable Cause.**
- Allegation Four. Respondent is alleged to have violated Section 112.313(4), Florida Statutes, by accepting a thing of value when she knew or should have known that it was given to influence official action. **No Probable Cause.**
- Allegation Five. Respondent is alleged to have violated Section 112.313(7)(a), Florida Statutes, by borrowing \$20,000 from the City Manager and signing a promissory note for repayment of the loan over a period of a year. **Probable Cause with No Action Recommended.**

Under common law, “[f]or public officials to be entitled to representation at public expense, the litigation must (1) arise out of or in connection with the performance of their official duties and (2) serve a public purpose.” *Thorner v. City of Ft. Walton Beach*, 568 So. 2d 914, 916-17 (Fla. 1990) (“Florida courts have long recognized that public officials are entitled to legal representation at public expense to defend themselves against litigation arising from the performance of their official duties while serving a public purpose. *E.g.*, *Miller v. Carbonelli*, 80 So.2d 909 (Fla. 1955); *Williams v. City of Miami*, 42 So.2d 582 (Fla. 1949); *Peck v. Spencer*, 26 Fla. 23, 7 So. 642 (1890); *Lomelo v. City of Sunrise*, 423 So.2d 974 (Fla. 4th DCA 1982), *review dismissed*, 431 So.2d 988 (Fla. 1983); *Ellison v. Reid*, 397 So.2d 352 (Fla. 1st DCA 1981). The purpose of this common law rule is to avoid the chilling effect that a denial of representation might have on public officials in performing their duties properly and diligently. *Nuzum v. Valdes*, 407 So.2d 277 (Fla. 3d DCA 1981). *See also Maloy v. Bd. of Cou. Com’rs*, 946 So. 2d 1260, 1265 (Fla. Dist. Ct. App. 2007) (noting that “a public official is not entitled to taxpayer funded representation simply because an allegation of misconduct arises in the course of his public duties. Rather, the context out of which the alleged misconduct arose must also serve a public purpose.”). This rule is based in public policy; specifically, that “[i]f a public officer is charged with misconduct while performing his official duties and while serving a public purpose, the public has a primary interest in such a controversy and should pay the reasonable and necessary legal fees incurred” in the defense of any unfounded allegations. *Ellison v. Reid*, 397 So. 2d 352, 354 (Fla. Dist. Ct. App. 1981).

The alleged ethnic violations occurred during the performance of your public duties. Your votes on the reappointment of Mr. Jampole to the Building and Planning Board, as well as your vote for the retention of Mr. McLean as the City Manager were votes legal votes, ones you were entitled and obligated to make, while performing her duties as an elected public official. See *Ellison v. Reid*, 397 So. 2d 352, 354 (Fla. Dist. Ct. App. 1981) ("In *Markham v. State Department of Revenue*, 298 So.2d 210 (Fla. 1st DCA 1974), this court stated the general principle that public officers are "entitled to a defense at the expense of the public in a law suit arising from the performance of the officer's official duties and while serving a public purpose."); *Lomelo v. City of Sunrise*, 423 So. 2d 974, 976 (Fla. Dist. Ct. App. 1983) ("These cases establish that a municipal corporation or other public body is obligated to furnish or pay fees for counsel to defend a public official subjected to attack either in civil or criminal proceedings where the conduct complained of arises out of or in connection with the performance of his official duties. This obligation arises independent of statute, ordinance, or charter. It is not subject to the discretion of the keepers of the city coffers.")

Whether the charge is a "lawsuit" or an ethic charge matters not, the *Markham* principle is applicable. *Ellison v. Reid*, 397 So. 2d 352, 353 (Fla. Dist. Ct. App. 1981) ("Auditor General appeals a final summary judgment holding appellee property appraiser properly expended public funds for payment of attorney fees incurred by him in successfully defending charges of official misconduct before the Florida Ethics Commission. We affirm.") See also AGO, (Ops. Fla. Atty. Gen. July 8, 1985)( Answering the following questions in the affirmative "Is the City of Kissimmee authorized to pay for the defense of its former city manager who was charged with a violation of s. 112.313(6), F.S., if the Commission On Ethics found "no probable cause" and dismissed the complaint?)

There is no doubt a valuable public purpose is served in protecting the effective operation and maintenance of the administration of a public office based on the clearance of all allegations-including the alleged ethic violation-Number 5- by the Commission On Ethics where no conflict existed under the law. Your actions were above-board without any suggestions that your actions otherwise negated the public purpose of your votes. *But see* 946 So. 2d at 1262. The City is obligated to pay your fees and costs and should do in the interest of treating you the same as other commissioners who benefited from the common law privilege and cases cited in this letter to avoid future litigation. To that end, please find the attached invoices for legal fees and cost for presentation to the Finance Department and City Attorney from Attorney Thaler and I.



Your attorneys are available to discuss the invoice with you and any other appropriate officials of the City.

Sincerely,

/S/Larry K. White

Attorney Larry White  
Invoice



# Ledger

<b>Matter</b>		<b>Case #</b>		
<b>Sapp (Angela)</b>		<b>22-0068</b>		
<u>Date</u>	<u>Type</u>	<u>Subject</u>	<u>Hours</u>	<u>Amount</u>
08/10/2022	Time Entry	Meeting Details: Travel and attend meeting with Ms. Sapp and Louis Thaler with Ethics Investigator	1.60	\$640.00
08/10/2022	Time Entry	Review Details: Review for Meeting with Ms. Sapp for interview with Ethics Commission.	1.20	\$480.00
09/22/2022	Time Entry	Phone Call to: Ms. Sapp Details: Communication with Ms. Sapp re the ethics complaint.	0.50	\$200.00
11/16/2022	Time Entry	Correspondence Details: Read Thaler's email and called Ms. Sapp re attendance to 12-02-2022 hearing	0.50	\$200.00
01/10/2023	Time Entry	Phone Call to: Louis Thaler Details: Discussion of Amended Recommendations to change #5 finding of Probable Discussion with Ms. Angela Sapp.	0.50	\$200.00
01/24/2023	Time Entry	Phone Call to: Sapp and Thaler Details: Probable cause letter. Conference with Sapp and Ms. Thaler. Review documents related to the conference on Friday .	0.50	\$200.00
01/25/2023	Time Entry	Review Details: Review and analysis of commission ethics opinions.	6.00	\$2,400.00
01/26/2023	Time Entry	Phone Call to: Louis Thaler Details: Call with co-counsel on hearing presentation	0.50	\$200.00
01/26/2023	Time Entry	Review Details: Final Review for Ethics Commission hearing.and preparation of presentation.	4.00	\$1,600.00
01/27/2023	Time Entry	Meeting -Hearing Details: Travel to hearing for 10am had to wait to approximately 11:20am for hearing to begin returned at 12:30pm	4.00	\$1,600.00
02/05/2023	Time Entry	Correspondence Order on proble Cause Details: Review Order on Finding Probable Cause without further action and 4 Findings of No Probable Cause. Email to Ms. Sapp.	0.40	\$160.00
02/06/2023	Time Entry	Correspondence Details: I called Ms. Miller and she confirmed that once a decision is made by Ethics Commission it becomes public. She also said the no action decision was basically a dismissal and suggested i contact the Ethics General Counsel.	0.25	\$0.00
02/25/2023	Time Entry	Review Details: Read Attorney Roberts opinion on limitation of fees to civil action not administrative. Read Thornber v. Fort Wlaton -, Ellison 397 So.2d 352. Conclusion Commissioner entitled to payment of Attorney fees.in prevailing on Ethics Complaint.	1.20	\$480.00
<b>Total:</b>			21.15	\$8,360.00
<b>Grand Total:</b>			21.15	\$8,360.00



Attorney Louis Thaler  
Invoice



**Law Offices of LOUIS THALER, P.A.**

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**louisthaler16@gmail.com**

Member of The Florida Bar  
& New York Bar Association

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**VIA EMAIL**

February 23, 2023

Angela G. Sapp  
821 2nd Street  
Quincy, FL 32351

***Re: Ethics Complaint No. 22-044; In Re Angela Grant Sapp***

Dear Angela:

Here is my attorney fee billing in connection with my representation of you before the Ethics Commission (along with Larry White, Esquire, who will bill separately). Please present to the Quincy City Commission.

DATE	MATTER	TIME
06-14-22	T/C with Angela; extension requested; Emails	0.7
06-25-22	Email from Angela; review	0.3
06-30-22	Conference Call; Email to Angela about Plan	0.9
07-04-22	Reviewed emails and docs of 07-02 and 07-03; Emails with Angela	1.8
07-05-22	Response to Maleszewski, redaction of same; Emails	1.3
07-18-22	Review EC response; emails	0.2
08-03-22	Setting of meeting with Maleszewski on 08-10-22; Emails	0.3
08-09-22	Emails about attending meeting	0.2
08-10-22	Meeting with Maleszewski; Angela and Larry attended in person, Louis by Zoom	1.3
10-24-22	Received, reviewed and forwarded Letter of 10-17-22 from Millie Fulford, Complaint	

	Coordinator and enclosures of "Order for Supplemental Investigation of Facts Materially Related to Complaint," "Determination of Investigative Jurisdiction and Order to Investigate" and "Report of Investigation."	0.8
10-25-22	Email to Fulford and Stillman, Review file	0.3
11-07-22	Received, reviewed and forwarded Cover Letter from the Commission and the Advocate's Recommendation of No Probable Cause on all five charges; EC to meet December 2, 2022	0.4
11-16-22	Plan for December 2, 2022 EC meeting; Larry and Angela to attend; Emails	0.3
11-17-22	Advocate has changed Allegation Five to a recommendation of probable cause. The meeting is adjourned from December 2, 2022 to January 27, 2023; Emails; Research	1.2
01-05-23	Email about matter	0.2
01-07-23	Email to Fulford for 4-day extension	0.1
01-11-23	Draft response for January 27, 2023 EC meeting	0.7
01-12-23	Draft response for January 27, 2023 EC meeting; Emails, phone calls	0.5
01-13-23	Letter response to EC for 01-27-23 EC meeting; Emails; Plan for 01/27/23	0.5
01-24-23	T/C with Larry and Angela about meeting	0.4
01-26-23	Emails about EC; Zweck case	0.4
01-27-23	Larry and Angela attending meeting at 1DCA	0.0
02-05-23	Review EC Order of Findings: PC on Charge Five but no action taken; follow-up	<u>0.3</u>
TOTAL TIME		13.1

BILLING: 13.1 hrs @ \$400.00 per hour = \$5,240.00

If you have any questions or need anything further, please let me know.

Very truly yours,

*Louis Thaler*  
Louis Thaler, Esquire

cc: Larry White, Esquire



# Attorney Gary Roberts Opinion

## MEMORANDUM

**TO:** City Commissioners  
**FROM:** Gary A. Roberts, Esq.  
**DATE:** May 7, 2019  
**RE:** Prevailing Party Attorney's Fees

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Pursuant to the agenda of the special meeting to be held on Tuesday, May 7, 2017, one item to be addressed is Commissioner's McMillan's attorney's fees that was incurred during the investigative inquiry, that resulted in a vote not to proceed to a formal hearing on the merits.

Florida Statute Section 111.07, entitled *Defense Of Civil Actions Against Public Officers, Employees Or Agents*, governs the claims by Commissioner McMillan. The statute clearly contemplates a judicial proceeding in a court of law, before a judicial officer, by the plain meaning of "civil action ... for damages or injury." See *Chavez v. City of Tampa*, 560 So.2d 1241(Fla. 2<sup>nd</sup> DCA 1990).

This case is analogous to the claimant in *Chavez*. In that case, Helen Chavez was a member of the Tampa City Counsel, who had a complaint filed against her. The commission found probable cause to proceed with an investigation of the allegations. She employed counsel and defended herself of the charges before the commission and then a hearing officer. The charges were subsequently dismissed by the hearing officer and the city commission adopted its findings. Ms. Chavez requested that the city reimburse her for her legal expenses and the case found its way to the Second District Court of Appeals.

The court in *Chavez* held, since the commission is a part of the legislative branch, proceedings before that investigative body cannot be "civil actions." As such, Ms. Chavez could not be a prevailing defendant in a civil action for damages so as to activate Florida Statute Section 111.07, even though she was the prevailing party before the commission. *Chavez* citing, *City of Fort Walton Beach v. Grant*, 544 So.2d 230, 236 (Fla. 1st DCA 1989) (statute not activated for fees incurred: (1) for representation of council members before administrative body in police chief's grievance suit against city; (2) in council members' suit for injunctive relief in recall petition campaign initiated by citizens; nor (3) for monitoring proceedings of police chief's suit for declaratory relief in circuit court against city attorney so that chief's dismissal could be reviewed by a termination committee under the grievance procedure).



# Holtzman Vogel

HOLTZMAN VOGEL BARAN TORCHINSKY & JOSEFIAK PLLC

## Memorandum – Attorney-Client

**To:** Gary Roberts, Gary A. Roberts & Associates, LLC

**From:** Michael Beato, Holtzman Vogel Baran Torchinsky & Josefiak PLLC

**Date:** 8/23/2023

**Re:** Legal Question on Attorneys' Fees

### Purpose

You asked us for a legal opinion on whether common law requires the City of Quincy to pay for Mr. White's and Mr. Thaler's representation of Commissioner Sapp before the Florida Commission on Ethics. We reviewed relevant case law and the attachments in your August 8, 2023, email, including Mr. White's letter to Commissioner Sapp. After researching the question, we conclude that common law likely doesn't require the City to pay for the legal representation.

### Background

Our understanding of the facts is that there were five allegations of ethics violations against Commissioner Sapp before the Florida Commission on Ethics. Mr. White's letter listed the allegations:

- Commissioner Sapp was "alleged to have violated Article II, Section 8(g)(2), Florida Constitution, by using her position to obtain a disproportionate benefit for herself."
- Commissioner Sapp was "alleged to have violated Section 112.313(2), Florida Statutes, by soliciting or accepting something of value to her based upon an understanding that her vote, official action, or judgment would be influenced."
- Commissioner Sapp was "alleged to have violated Section 112.313(4), Florida Statutes, by accepting a thing of value when she knew or should have known that it was given to influence official action."
- Commissioner Sapp was "alleged to have violated Section 112.313(4), Florida Statutes, by accepting a thing of value when she knew or should have known that it was given to influence official action."



- Commissioner Sapp was “alleged to have violated Section 112.313{7}(a) [sic], Florida Statutes, by borrowing \$20,000 from the City Manager and signing a promissory note for repayment of the loan over a period of a year.”

Later in his letter, Mr. White explained that Commissioner Sapp’s alleged misconduct arose from city-commission votes on “the reappointment of Mr. Jampole to the Building and Planning Board” and on “the retention of Mr. McLean as the City Manager.”

The Florida Commission on Ethics ultimately found “no probable cause” on four allegations and “probable cause, no action recommended” on the remaining allegation.

Mr. White sent his letter to Commissioner Sapp on August 5, 2023, and argued that the City is obligated to pay for Commissioner Sapp’s legal representation. The legal fees for Mr. White’s and Mr. Thaler’s representation are over \$13,000.

#### Analysis

Common law provides a public official with a qualified right to public reimbursement for legal fees. *Thornber v. City of Fort Walton Beach*, 568 So. 2d 914, 917-18 (Fla. 1990); *Ellison v. Reid*, 397 So. 2d 352, 353 (Fla. 1st DCA 1981). The right to reimbursement isn’t absolute; just because an official is sued or goes before the Florida Commission on Ethics, doesn’t mean that the official can receive taxpayer-funded representation. *Maloy v. Bd. of Cnty. Comm’rs of Leon Cnty.*, 946 So. 2d 1260, 1265 (Fla. 1st DCA 2007). Instead, the right applies when two conditions are met: “the litigation must (1) arise out of or in connection with the performance of” a public official’s “official duties,” “and (2) serve a public purpose.” *Thornber*, 568 So. 2d at 917-18.

Here, the first condition is likely met. Commissioner Sapp’s challenged actions are votes to “reappoint[ ] Mr. Jampole to the Building and Planning Board” and “ret[ain ] Mr. McLean as the City Manager.” Those votes arise out of her official duties as a city commissioner. *See, e.g.*, art. II, §§ 2.01, 3.01, Quincy City Charter; *see also Thornber*, 568 So. 2d



at 917 (challenged actions were votes taken by city council members); *Chavez v. Tampa*, 560 So. 2d 1214, 1218 (Fla. 2d DCA 1990) (same).

The second condition, however, likely isn't met. Whether "a public purpose" is served depends on the nature of the litigation, *Thornber*, 568 So. 2d at 917, and the "context out of which the alleged misconduct arose." *Maloy*, 946 So. 2d at 1265. Relevant here, case law suggests that a public purpose *isn't* served when litigation is personal in nature, or when the public official's alleged misconduct concerns self-dealing, conflicts of interests, or using public office for personal gain.

*Markham v. State*, 298 So. 2d 210 (Fla. 1st DCA 1974), is illustrative. It concerned an election dispute, where a recently elected tax assessor litigated whether he was properly elected to office. *Id.* After prevailing, he sought public reimbursement for his legal fees. *Id.* The request, however, was denied because his litigation didn't serve a public purpose: the litigation was "purely personal." *Id.* at 212. The litigation was simply over whether he was entitled to hold an elected office. *Id.* at 212. It didn't "arise from a discharge of his official duties" as tax assessor, and the "office, functions[,] and duties of tax assessor" wasn't "in any manner altered" by the litigation. *Id.* Thus common law didn't require public reimbursement for the tax assessor's legal fees.

*Chavez v. City of Tampa*, 560 So. 2d at 1214, is another case where common law didn't require public reimbursement of legal fees. There, a city commissioner was accused of violating section 112.3143, Florida Statutes, by casting a procedural vote on a zoning petition she filed for her business. *Id.* at 1214-15. After successfully defending against the ethics allegations, she sought public reimbursement for her legal fees. *Id.* at 1215-16. Her request was denied, given the context of the alleged misconduct: her vote "directly advanced her own private pecuniary interests at a critical stage in the rezoning process." *Id.* at 1218. Although the city commissioner stated that her



vote was also tied to an interest in “the economic vitality of downtown Tampa” and an interest in “encourag[ing] business activity,” the “taint of private interest” was a factor in her vote, which was “inconsistent with, and cannot equate to, the ‘public purpose’ requirement in the second prong of the common law test.” *Id.* “Thus” there was “no support for” an “award of fees and costs under common law principles.” *Id.*

So too in *Maloy v. Board of County Commissioners of Leon County*, 946 So. 2d 1260 (Fla. 1st DCA 2007), where a county commissioner was alleged to have violated several provisions of section 112.313, Florida Statutes, by accepting sexual favors from a subordinate in exchange for employment benefits. *Id.* at 1262. After defending against the allegations, his request for public reimbursement of legal fees was also denied. As in *Chavez*, the alleged misconduct made the difference: the county commissioner’s “conduct” “did not serve a public purpose. That is, a public official’s sexual conduct, whether in the form of illicit sexual harassment or consensual relations between adults, and whether occurring inside or outside of the workplace, does not serve a public function. Although cleared of the alleged misconduct,” the county commissioner’s “underlying activity did not serve the public interest,” and common law didn’t require public reimbursement of his legal fees. *Id.* at 1265.

These cases stand in stark contrast to instances where a public purpose was served by litigation. For example, in *Thornber v. City of Fort Walden Beach*, 568 So. 2d at 914, a public purpose was found in a city council members’ legal defense against “untimely and illegal recall petitions.” *Id.* at 917. The public had an interest in the proper functioning of the recall process. *Id.* at 917-18.

A public purpose was also found in *Ellison v. Reid*, 397 So. 2d at 352, where a property appraiser was accused of misconduct while participating in a “training program sponsored by the



Department of Revenue” and outlined in statute. *Id.* at 353. Unlike the city commissioner in *Chavez* and the county commissioner in *Maloy*, the *Ellison* property appraiser wasn’t accused of self-dealing or conflicts of interest. *Id.* (allegations of “improperly” giving “examination papers to his employees” and plagiarism); *see also Chavez*, 560 So. 2d at 1218 (distinguishing *Ellison*, because in *Ellison*, there “was no question presented relating to private pecuniary gain”). And also unlike those cases, the *Ellison* property appraiser’s defense against the misconduct allegations was subject to common-law reimbursement, because the training program “serve[d] a valid public purpose. The courses” were “intended to encourage property appraisers and their staffs to become better skilled in their official responsibilities.” *Id.* at 354.

Here, the public-purpose condition for common-law reimbursement of legal fees likely isn’t met. The “context” of the allegations against Commissioner Sapp matter, *Maloy*, 946 So. 2d at 1265, and the allegations involve conflicts of interest and using public office for public benefit. *Chavez* and *Maloy* involved similar allegations, and a public purpose wasn’t served in defending against those allegations. *Chavez v. City of Tampa*, 560 So. 2d at 1218; *Maloy*, 946 So. 2d at 1265.

In his letter, Mr. White stated that a “valuable public purpose is served in protecting the effective operation and maintenance of the administration of a public office based on clearance of all allegations.” True enough. But that alone is insufficient for common-law reimbursement: “a public official is not entitled to taxpayer funded representation simply because an allegation of misconduct arises in the course of” her “public duties,” and her counsel provides successful representation. *Maloy*, 946 So. 2d at 1265. If that were otherwise—that public officials automatically receive public reimbursement under common law—then the two-part common law test serves no purpose; the test, after all, *limits* when taxpayers fund public officials’ litigation.



HOLTZMAN VOGEL BARAN TORCHINSKY & JOSEFIAK PLLC

Mr. White also suggested that Commissioner Sapp's votes on "the reappointment of Mr. Jampole to the Building and Planning Board" and on "the retention of Mr. McLean as the City Manager" served a public purpose. But that description of Commissioner Sapp's actions lacks proper context. The *Chavez* city commissioner could have been described as voting to ensure downtown economic vitality. Yet case law instructs that the *full* context of alleged misconduct should be considered, and not just circumscribed.

In sum, the second condition in the common-law test likely isn't met. Common law therefore likely doesn't require the City to reimburse Commissioner Sapp's legal fees.

Should you have any questions about the analysis performed or conclusions reached in this letter, we are happy to discuss. Please don't hesitate to contact us.

###



# Items for Consent by the Commission



Approval of the  
Special Meeting Minutes  
of October 30, 2023



**CITY COMMISSION**  
**Monday, October 30, 2023**  
**5:11 P.M. (Eastern)**

**SPECIAL MEETING**  
**QUINCY, FLORIDA 32351**

**CITY COMMISSION SPECIAL MEETING MINUTES**

The City of Quincy City Commission met in a special in-person meeting on Monday, October 30, 2023, with **Mayor Freida Bass-Prieto** opening the special meeting up and the following Commissioners present:

- Mayor Pro Tem Angela G. Sapp
- Commissioner Dr. Robin Wood
- Commissioner Ronte R. Harris
- Commissioner Dr. Beverly Nash -Absent

City Staff and Guests:

- Robert Nixon, City Manager
- Tiffani Brown, Attorney sitting in for Gary Roberts, City Attorney
- Janice Shackelford Clemons, City Clerk
- LT. Carlos Hill, Quincy Police Department
- Jim Southerland Sr., WQTN-13 Administrator

The special in-person meeting was recorded and held in accordance with Florida Sunshine Law. (Note: Digital formatted documents/media are public records.)

**Called to Order**

Mayor Bass-Prieto called the Special Commission meeting to order at 5:11 pm.

Mayor Bass-Prieto stated that there was one item for discussion on the agenda.

Mayor Pro-Tem Sapp offered a motion to excuse Commissioner Nash from the special meeting.

Commissioner Wood seconded the motion.

<b>Commissioner</b>	<b>Vote</b>
Mayor Bass-Prieto	Yes
Mayor Pro-Tem Sapp	Yes
Commissioner Wood	Yes
Commissioner Harris	Yes
Commissioner Nash	Absent

**The Motion Carried 4 to 0.**

**Special Item of Discussion**

1. Resolution 1450-2023 – Approval of Road Closure for Sheriff Morris A. Young Youth Night Out
  - Robert Nixon, City Manager
  - LT Carlos Hill, Quincy Police Department

**Summary of the Discussion by Staff and the Commission**

LT Hill stated that the sheriff's youth night out is scheduled for November 1, from 6 pm until 9 pm.

LT Hill stated that ta operational plan was provided by Capt. Hightower at the previous meeting.

LT Hill stated that he has provided a resolution and map for the commission's consideration.

LT Hill stated that there are two events scheduled that evening. One is the youth night out and the other is a farm share giveaway.

LT Hill stated that because of both events, two road closures are necessary, farm share will be held at the Andy Gay Lot.

LT Hill stated that Capt. Hightower contacted all the business owners to inform them of the event.

Commissioner Harris offered a motion to approve Resolution 1450-2023.

Mayor Pro-Tem Sapp seconded the motion.

<b>Commissioner</b>	<b>Vote</b>
Mayor Bass-Prieto	Yes
Mayor Pro-Tem Sapp	Yes
Commissioner Wood	Yes
Commissioner Harris	Yes
Commissioner Nash	Absent

**The Motion Carried 4 to 0.**

Commissioner Harris questioned if the CRA board approved usage of the Andy Gay lot.

City Manager Nixon stated that the farm share giveaway will be held in the parking lot and not the actual lot.

The adjournment was motioned by Commissioner Harris and seconded by Commissioner Wood at 5:16 pm.

**Please Note:** The City Commission places the official copies of Commission Meeting Minutes on file with the City Clerk's Office upon approval.



Submitted by Janice Shackelford Clemons, City Clerk

**APPROVED:**

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Freida Bass-Prieto, Mayor, and  
Presiding Officer of the City  
Commission and the City of Quincy,  
Florida

**ATTEST:**

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Janice Shackelford Clemons, City Clerk per  
Clerk of the of Quincy, Florida  
Clerk of the City Commission thereof

# Approval of the August Financial Report



# Approval of the July Financial Report



# Approval of the August Financial Report



Cancelation and  
Rescheduling of the  
December 26, 2023,  
Regular Commission  
Meeting to Thursday,  
December 28, 2023



Gadsden County  
Supervisor of Elections  
Municipal Elections  
Agreement



**CITY OF QUINCY, FLORIDA  
REGULAR CITY COMMISSION  
AGENDA REQUEST**

**Date of Meeting:** December 12, 2023

**Date Submitted:** December 1, 2023

**To:** Honorable Mayor and Members of the City Commission

**From:** Janice Shackelford Clemons, City Clerk  
Richard Ash, Utilities Director

**Subject:** Approval of the Gadsden County Supervisor of Elections  
Municipal Elections Agreement

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**Statement of Issue/Justification:** This agenda item is to approve the contract between the City of Quincy and the Gadsden County Supervisor of Elections for the purposes of conducting the municipal election dated April 30, 2024.

**Recommendation:** City Clerk Janice Shackelford Clemons recommends entering a contract with the Gadsden County Supervisor of Elections under option 3.

Option 1: Vote to approve the purchase Option 3.

Option 2. City Commission Direction.

**Recommendation:**

**Option 1**

**Attachment(s): Gadsden County Supervisor of Elections, Municipal Elections Agreements.**

# GADSDEN COUNTY SUPERVISOR OF ELECTIONS

**Municipal Elections Agreement**  
**Polling Location: Quincy Recreation Center**  
**Election Date: April 30, 2024**

City of Quincy

Seats Up for Election: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OPTION 1**

The City Clerk will conduct our municipal election. We are only requesting the Supervisor of Elections to provide us with a precinct register to use for our election. F.S. 101.002(2)  
(The precinct register will have a list of all of the registered voters for the district(s) that you request. Voters can sign this to receive their ballot.)

City Clerk \_\_\_\_\_  
(Print Name)

Supervisor of Elections \_\_\_\_\_  
(Print Name)

City Clerk \_\_\_\_\_  
(Signature)

Supervisor of Elections \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

Date \_\_\_\_\_



# GADSDEN COUNTY SUPERVISOR OF ELECTIONS

**Municipal Elections Agreement**  
**Polling Location: Quincy Recreation Center**  
**Election Date: April 30, 2024**

**City of Quincy**

Seats Up for Election: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OPTION 2\***

The City Clerk will complete the qualifying process for all candidates for our municipal election and collect the election assessment and qualifying fee beginning at noon on the 43<sup>rd</sup> day and ending at noon on the 39<sup>th</sup> day prior to the election. After qualifying ends, the city/town clerk will certify the names of the candidates that will appear on the ballot to the Supervisor of Elections.

Submit a copy of the Candidate Loyalty Oath, Candidate's Form 1 and Candidate Appointment of Campaign Treasurer's Form to the Supervisor of Elections.

The city/town clerk is requesting the Supervisor of Elections to conduct the remainder of the municipal election.

Supervisor of Elections will:

- Accept Candidate Financial Reports
- Print Notices of Election and Sample Ballots in the newspapers (Unless the City prefers to do it)
- Mail Sample Ballots to eligible voters
- Code and print ballots
- Process Vote By Mail Ballots
- Conduct the Logic & Accuracy testing of the voting machines
- Train poll workers
- Provide equipment for election day voting
- Provide PPE for poll workers and voters
- Tabulate ballots
- Conduct manual audit
- Bill the City/Town for all election expenses

The canvassing board will consist of 3 members: The Supervisor of Elections and 2 other members according to the City Charter



# GADSDEN COUNTY SUPERVISOR OF ELECTIONS

## OPTION 2\*

\*The Supervisor of Elections conducts all elections according to the Florida Statutes 97-106. All election laws and rules will be adhered to unless the city charter clearly addresses an issue.

We agree to allow the Supervisor of Elections to conduct our election following the Florida Election laws unless otherwise noted in our city charter.

City Clerk \_\_\_\_\_  
(Print Name)

Supervisor of Elections \_\_\_\_\_  
(Print Name)

City Clerk \_\_\_\_\_  
(Signature)

Supervisor of Elections \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

Date \_\_\_\_\_



# GADSDEN COUNTY SUPERVISOR OF ELECTIONS

**Municipal Elections Agreement**  
**Polling Location: Quincy Recreation Center**  
**Election Date: April 30,2024**

**City of Quincy**

Seats Up for Election: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OPTION 3\***

The City Clerk is requesting the Supervisor of Elections to conduct our municipal election.

Supervisor of Elections will:

- Qualify candidates beginning noon on the 43<sup>rd</sup> day and ending at noon on the 39<sup>th</sup> day prior to the election.
- Verify petitions (If applicable)
- Accept Candidate Financial Reports
- Print Notices of Election and Sample Ballots in the newspapers (Unless the City prefers to do it)
- Mail Sample Ballots to eligible voters
- Code and print ballots
- Process Vote By Mail Ballots
- Conduct the Logic & Accuracy testing of the voting machines
- Train poll workers
- Provide equipment for election day voting
- Provide PPE for poll workers and voters
- Tabulate ballots
- Conduct manual audit
- Bill the City/Town for all election expenses

The canvassing board will consist of 3 members: The Supervisor of Elections and 2 other members according to the City Charter



# GADSDEN COUNTY SUPERVISOR OF ELECTIONS

## OPTION 3\*

\*The Supervisor of Elections conducts all elections according to the Florida Statutes 97-106. All election laws and rules will be adhered to unless the city charter clearly addresses an issue.

We agree to allow the Supervisor of Election to conduct our election following the Florida Election laws unless otherwise noted in our city charter.

**In addition, the City of Quincy is requesting the Supervisor of Elections to conduct Early Voting as follows:**

Dates: April 23-27, 2024

Time: Tuesday-Friday: 10:00am-6:00pm  
Saturday: 10:00am-4:00pm

Location: Supervisor of Elections Office  
16 S. Madison Street  
Quincy, FL 32351

**In the event that there is a Run-Off Election, the City of Quincy is requesting the Supervisor of Elections to conduct Early Voting as follows:**

Dates: May 9-11, 2024

Time: Thursday-Friday: 10:00am-6:00pm  
Saturday: 10:00am-4:00pm

Location: Supervisor of Elections Office  
16 S. Madison Street  
Quincy, FL 32351

City Clerk \_\_\_\_\_  
(Print Name)

Supervisor of Elections \_\_\_\_\_  
(Print Name)

City Clerk \_\_\_\_\_  
(Signature)

Supervisor of Elections \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

Date \_\_\_\_\_



# Reports, Requests, and Communications by the City Manager



# Approval of the Purchase of an 75HP Aerator Motor



**CITY OF QUINCY, FLORIDA  
REGULAR CITY COMMISSION  
AGENDA REQUEST**

**Date of Meeting:** December 12, 2023

**Date Submitted:** November 29, 2023

**To:** Honorable Mayor and Members of the City Commission

**From:** Rob Nixon, City Manager  
Richard Ash, Utilities Director

**Subject:** Approval of the Purchase of an 75HP Aerator Motor

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**Statement of Issue/Justification:** The main aerator at the WWTP had to be taken out of service on November 16<sup>th</sup>, 2023, because of a bad vibration in the unit. Upon disassembly it was discovered that something had come loose from the unit's suction piping and contacted the unit's propeller. This caused the propeller pin to shear and break part of the motors shaft and cause the propeller to wear into the shaft material in a few spots. Upon sending pictures to the manufacturer of the unit we were told that the unit could not be repaired, and the motor would have to be replaced.

Staff asked the aerator manufacturer to provide a quote on all the parts that would need to be replaced. The manufacturer sent the quote on 11-17-23.

The main aeration tank or nitrification tank #1 is the largest aeration tank at the facility. It is 500,000 gallons and is aerated by the aerator mentioned earlier. It basically is the backbone of the treatment facility. It supplies dissolved oxygen to the plant bacteria that feed on the material that comes into the treatment facility. The other aeration tanks only total about 25% of the total plant aeration capacity. This amount is barely enough to treat the incoming plant flows. The plant can run without this tank for a short period of time, but it is impossible to meet the FDEP permit requirements without the aerator being on-line.

**Conclusion/Background/Recommendations:** To be able to meet the FDEP permit requirements, the aerator motor must be replaced. The motor was manufactured by Aqua-Aerobic Systems Inc. (AASI). The Aqua-Jet aerator is an Aqua-Aerobic Systems' proprietary design. Aqua-Aerobic Systems, Inc. is the



exclusive original equipment manufacturer of the Aqua-Jet aerators at Quincy, FL WWTP. The quote staff received from AASI for a replacement motor is \$16,584.93.

**General Recommendation:** Staff recommends the Commission approve the purchase of a replacement 75HP aerator motor from Aqua-Aerobic Systems Inc at the price of \$16,584.93.

GL Number: 402-520-535-30390

**Options:**

Option 1: Vote to approve the purchase of a replacement 75HP aerator motor from Aqua-Aerobic Systems Inc at the price of \$16,584.93.

Option 2. Advise staff how to move forward.

**Staff Recommendation:**

**Option 1**

**Attachment(s): Aqua-Aerobic Systems Inc quote and sole source letter.**





AQUA-AEROBIC SYSTEMS, INC.  
A Mettler Company

November 28, 2023  
Correspondence ID#: AAL/RP -10804  
Jacobs Engineering  
Quincy, FL

RE: Sole Source Letter: Aeration and Mixing Equipment

Attn: Terry Presnal

Greetings,

Aqua-Aerobic Systems' Aqua-Jet® aerator is of Aqua-Aerobic Systems' proprietary design and fabricated to our specifications. Aqua-Aerobic Systems, Inc. (AASI) is the exclusive original equipment manufacturer of the Aqua-Jet aerators® at Quincy, FL WWTP.

As such, all equipment and components are manufactured to AASI's specifications, the exclusive supplier/manufacturer of this equipment including all of the components contained within the Aqua-Jet® aerator.

If you desire additional information or have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

*Denise M. Boehm*

Denise Boehm  
Aftermarket Sales Representative

CC: File





AQUA-AEROBIC SYSTEMS, INC.  
A Metawater Company

## Aftermarket Proposal # 73123

**TO:** Jacobs

**PROJECT:** QUINCY STP, FL  
Quincy, FL  
USA-MUN

**ATN:** Terry Presnal

**PROPOSAL DATE:** November 28, 2023

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
<p>We are pleased to quote, for acceptance within 30 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.</p> <p>***Lead Time: 1-2 Business Weeks***</p>			
1	75HP Aqua-Jet Aerator motor, part #P24H7510-L, 460 volt, three phase, 60 hertz, 1200 RPM. (Teco Premium Efficiency)	\$11,412.83	\$11,412.83
1	Propeller kit, part #P2600037-7X0, for 75HP aerator. Kit includes: 316L SS Propeller with set screws, propeller pin, loctite, quickmetal and installation manua	\$1,950.28	\$1,950.28
1	Cone/cross assembly, part #P2901380, for 75HP aerator.	\$3,182.70	\$3,182.70
12	Intake Cone Bolts, part # 2600348 (Note: Twelve required per unit, sold and price per each.)	\$2.10	\$25.20
12	Intake Cone Full Nuts, part # 2600517 (Note: Twelve required per unit, sold and price per each.)	\$0.62	\$7.44
12	Intake Cone Jam Nuts, part # 2600234 (Note: Twelve required per unit, sold and price per each.)	\$0.54	\$6.48

### PROPOSAL NOTES:

1. Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.



2. Start-up supervision is NOT included.
3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
4. State and/or local taxes will be charged unless we receive a valid tax exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment. Please note Aqua-Aerobic Systems is not registered to collect Washington, DC, sales taxes; therefore, if order is taxable, Buyer is to accrue sales tax and pay the tax directly. States without Tax Exempt Flow Down: Municipal entity purchasers can obtain a tax exempt certificate for pollution control equipment that is permanently installed. The State does not allow for flow down of tax exempt status to non-municipal purchasers (i.e., General Contractors, Repair Shops, etc.). Non-municipal purchasers are required to pay sales taxes.
5. Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.
6. TRADEMARKS: Aqua-Jet® Surface Mechanical Aerator, Aqua-Jet II® Contained Flow Aerator, AquaDDM® Direct-drive Mixer, TurboStar® Directional Mixer, ThermoFlo® Surface Spray Cooler, Endura® Series Limited Maintenance Product, OxyMix® Pure Oxygen Mixer, OxyStar® Aspirating Aerator, TurboSta® Directional Mixer, rFold-a-Float® Self-deploying Segmented Float, SAF-T Float® Safe Accessible Float Technology, Aqua MixAir® Aeration System, AquaCAM-D® Combination Aerator/Mixer/Decanter, AquaSBR® Sequencing Batch Reactor, Aqua MSBR® Modified Sequencing Batch Reactor, AquaPASS® Phased Activated Sludge System, Aqua BioMax® Dual Treatment System, AquaEnsure® Ballast Decanter, Aqua EnduraTube® Fine-bubble Tube Diffuser, Aqua EnduraDisc® Fine-bubble Disk Diffuser, Aqua CB-24® Coarse-bubble Diffuser, AquaDisk® Cloth Media Filter, AquaDiamond® Cloth Media Filter, AquaDrum® Cloth Media Filter, Aqua MiniDisk® Cloth Media Filter, Aqua MegaDisk® Cloth Media Filter, AquaPrime® Cloth Media Filter, AquaStorm® Cloth Media Filter, OptiComb® Backwash System, OptiFiber® Cloth Filtration Media, OptiFiber PES-13® Cloth Filtration Media, OptiFiber PA2-13® Cloth Filtration Media, OptiFiber PES-14® Cloth Filtration Media, OptiFiber PF-14® Cloth Filtration Media, OptiFiber UFS-9® Cloth Filtration Media, Trust the Tag® OptiFiber® Service Mark, AquaABF® Automatic Backwash Filter, AquaMB® Multiple Barrier Membrane System, Aqua-Aerobic® MBR Membrane Bioreactor System, Aqua MultiBore® Membranes, Aqua Multibore® C-Series Ceramic Membranes, Aqua Multibore® P-Series Polymeric Membranes, Aqua ElectrOzone® Ozone Generation System, IntelliPro® Monitoring and Control System, AquaPRS™ PFAS Removal System, AquaPR-206™ PFAS Removal System, Aqua-Aerobic®, and the Aqua-Aerobic Corporate logo artwork are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. Nereda®, AquaNereda® Aerobic Granular Sludge Technology, and the AquaNereda Product logo artwork are a registered trademark of Royal HaskoningDHV. All other products and services mentioned are trademarks of their respective owners.
7. Schedule changes due to supply chain disruption may impact the above quoted shipment time(s). Aqua-Aerobic Systems will advise if/when any such disruption applies.

**Pricing Summary**

<b>Equipment and/or Accessories:</b>	<b>\$16,584.93</b>
<b>Total Job Price:</b>	<b>\$16,584.93</b>

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.



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**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**

**Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

**PAYMENT**

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

**DURATION OF QUOTATION**

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

**SHIPMENT**

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

**TITLE AND RISK OF LOSS**

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

**TAXES**

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

**INSURANCE**

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

**SECURITY**

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

**LIMITATION OF ACTION**

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

**CANCELLATION CLAUSE**

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

**PROPRIETARY INFORMATION**

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



**TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**

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**QUALIFIED ACCEPTANCE AND INDEMNITY**

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

**WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER**

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

**OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

**THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.**

**UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.**

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

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

Denise M. Boehm  
Denise Boehm, Aftermarket Sales Representative  
Aqua-Aerobic Systems, Inc.



# Quincy Police Department Update Report





**QUINCY POLICE  
DEPARTMENT**

*NOVEMBER*

*MONTHLY STATISTIC  
REVIEW*



Quincy Police Department  
Monthly Traffic Enforcement Report  
November 2023

**Citations**

16

**Warnings**

159



Quincy Police Department  
 Monthly Traffic Enforcement Report  
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District 1

VIOLATION	DATE	LOCATION	WARNING	CITATION
<b>Unlawful Speed</b>				
UNLAWFUL SPEED	11/02/2023	PTP TRACKS	X	
UNLAWFUL SPEED	11/02/2023	701 MARTIN LUTHER KING BLVD	X	
UNLAWFUL SPEED	11/02/2023	MLK/ SHELFER	X	
UNLAWFUL SPEED	11/02/2023	701 MARTIN LUTHER KING BLVD	X	
UNLAWFUL SPEED	11/04/2023	PTP/ STEVENS ST	X	
UNLAWFUL SPEED	11/04/2023	MLK/ WILLIAMS ST	X	
UNLAWFUL SPEED	11/04/2023	PTP/BRUMBY	X	
UNLAWFUL SPEED	11/04/2023	PTP/ CRAWFORD	X	
UNLAWFUL SPEED	11/05/2023	PAT THOMAS PKWY	X	
UNLAWFUL SPEED	11/05/2023	1242 PAT THOMAS PKWY	X	
UNLAWFUL SPEED	11/05/2023	PAT THOMAS	X	
UNLAWFUL SPEED	11/05/2023	PAT THOMAS	X	
UNLAWFUL SPEED	11/05/2023	660 PAT THOMAS PKWY	X	
UNLAWFUL SPEED	11/05/2023	108 PAT THOMAS PKWY		X
UNLAWFUL SPEED	11/07/2023	PAT THOMAS	X	
UNLAWFUL SPEED	11/09/2023	10 <sup>TH</sup> / CRAWFORD ST	X	
UNLAWFUL SPEED	11/10/2023	PAT THOMAS		X
UNLAWFUL SPEED	11/10/2023	POST OFFICE	X	
UNLAWFUL SPEED	11/13/2023	PAT THOMAS OSCEOLA	X	
UNLAWFUL SPEED	11/13/2023	PAT THOMAS/ MLK	X	
UNLAWFUL SPEED	11/13/2023	1216 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/13/2023	1217 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/16/2023	PAT THOMAS	X	
UNLAWFUL SPEED	11/17/2023	701 MARTIN LUTHER KING BLVD	X	
UNLAWFUL SPEED	11/17/2023	PAT THOMAS / MLK		X
UNLAWFUL SPEED	11/17/2023	PAT THOMAS	X	
UNLAWFUL SPEED	11/17/2023	ELM/ PTP	X	
UNLAWFUL SPEED	11/17/2023	PARK VIEW MANOR	X	
UNLAWFUL SPEED	11/17/2023	ATLANTA ST/MLK		X
UNLAWFUL SPEED	11/19/2023	1724 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/19/2023	1741 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/21/2023	701 MARTIN LUTHER KING BLVD	X	
UNLAWFUL SPEED	11/21/2023	JEFFERSON/PTP	X	
UNLAWFUL SPEED	11/21/2023	PAT THOMAS / BRUMBY	X	
UNLAWFUL SPEED	11/21/2023	PTP/ CLARK	X	
UNLAWFUL SPEED	11/22/2023	701 MARTIN LUTHER KING BLVD	X	
UNLAWFUL SPEED	11/22/2023	PTP/ LIVE OAK	X	
UNLAWFUL SPEED	11/22/2023	772 PAT THOMAS PKWY	X	
UNLAWFUL SPEED	11/23/2023	ATLANTA ST	X	
UNLAWFUL SPEED	11/24/2023	WALGREENS	X	



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UNLAWFUL SPEED	11/27/2023	732 S PAT THOMAS PKWY	X	
UNLAWFUL SPEED	11/29/2023	SHELFER ST	X	
<b>Aggressive Driving</b>				
<b>DUI</b>				
<b>Other Moving</b>				
Red Light Viol	11/06/2023	PAT THOMAS/ MLK	X	
STOP BAR	11/06/2023	MLK/S 11 <sup>TH</sup> ST	X	
CARELESS DRIV	11/07/2023	701 MARTIN LUTHER KING	X	
NO HEAD LIGHTS	11/08/2023	1509 W JEFFERSON ST		X
RED LIGHT Viol	11/08/2023	PAT THOMAS	X	
RED LIGHT Viol	11/08/2023	1307 W JEFFERSON ST	X	
Ran Light Viol	11/13/2023	CLEVELAND ST/ FLORIDA AVE	X	
RED LIGHT VIOL	11/18/2023	701 MARTIN LUTHER KING JR BLVD	X	
CARELESS DRIV	11/18/2023	VIRGINIA/ HAMILTON	X	
NO HEAD LIGHT	11/27/2023	200 BLOCK OF PTP	X	
<b>Non-Moving</b>				
Equipment Violation	11/02/2023	JEFFERSON ST	X	
EXPIRED TAG	11/03/2023	MLK/ INDUSTRIAL DR		X
IMPROPER EQUIP	11/16/2023	MLK / SHELFER ST	X	
FAULTY EQUIPMENT	11/22/2023	KELLY JR / PTP	X	
FAULTY EQUIPMENT	11/22/2023	900 BLOCK PTP	X	



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**District 2**

<b>VIOLATION</b>	<b>DATE</b>	<b>LOCATION</b>	<b>WARNING</b>	<b>CITATION</b>
<b>Unlawful Speed</b>				
UNLAWFUL SPEED	11/02/2023	HUNGRY HOWIES	X	
UNLAWFUL SPEED	11/02/2023	SUBWAY	X	
UNLAWFUL SPEED	11/02/2023	DOLLAR GENERAL	X	
UNLAWFUL SPEED	11/03/2023	CRAWFORD / PAT THOMAS	X	
UNLAWFUL SPEED	11/03/2023	JEFFERSON ST/ 11 TH ST	X	
UNLAWFUL SPEED	11/03/2023	JEFFERSON/ ADAMS ST	X	
UNLAWFUL SPEED	11/03/2023	CRAWFORD/ WARD ST	X	
UNLAWFUL SPEED	11/04/2023	JEFFERSON/ SLAPPY ST		X
UNLAWFUL SPEED	11/06/2023	JEFFERSON/ ADAMS	X	
UNLAWFUL SPEED	11/06/2023	JEFFERSON/ 9 <sup>TH</sup> ST	X	
UNLAWFUL SPEED	11/06/2023	JEFFERSON/ MONROE ST	X	
UNLAWFUL SPEED	11/06/2023	113 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/08/2023	121 E JEFFERSON ST	X	
UNLAWFUL SPEED	11/08/2023	MLK	X	
UNLAWFUL SPEED	11/14/2023	JEFFERSON/ DUVAL	X	
UNLAWFUL SPEED	11/14/2023	STEWART/ JEFFERSON	X	
UNLAWFUL SPEED	11/19/2023	1125 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/21/2023	315 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/24/2023	TANYARD CREEK PARK	X	
UNLAWFUL SPEED	11/24/2023	CRAWFORD / 10 <sup>TH</sup>	X	
UNLAWFUL SPEED	11/27/2023	CALHOUN/JEFFERSON ST	X	
UNLAWFUL SPEED	11/29/2023	4 <sup>TH</sup> / 12 <sup>TH</sup>	X	
<b>Aggressive Driving</b>				
<b>DUI</b>				
<b>Other Moving</b>				
Stop Sign Viol	11/02/2023	GTI	X	
SEAT BELT VIOLATION	11/03/2023	JEFFERSON/ 11 <sup>TH</sup>		X
DAV	11/07/2023	SUNSET MART	X	
Stop Sign Viol	11/08/2023	ADAMS ST	X	
RED LIGHT Viol	11/09/2023	90/ PATTON	X	
CARELESS DRIV	11/09/2023	JEFFERSON/10 <sup>TH</sup>	X	
NO LIGHTS	11/13/2023	JEFFERSON/ STEWART	X	
RED LIGHT VIO	11/14/2023	JEFFERSON/ WARD ST	X	
RED LIGHT Viol	11/14/2023	JEFFERSON/ 10 <sup>TH</sup>		X
RED LIGHT Viol	11/14/2023	ADAMS / JEFFERSON ST	X	
RED LIGHT Viol	11/17/2023	9 <sup>TH</sup> / CRAWFORD ST	X	
RED LIGHT Viol	11/19/2023	STEWART/ JEFFERSON		X



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MOVING VIOLATION	11/20/2023	7 <sup>TH</sup> /10 <sup>TH</sup> ST	X	
RED LIGHT VIO	11/24/2023	517 W JEFFERSON ST	X	
RAN STOP SIGN	11/27/2023	BELL AND BATES	X	
HEAD LIGHT OUT	11/28/2023	QUINCY LIQUORS	X	
HEAD LIGHT OUT	11/28/2023	JEFFERSON/ ADAMS	X	
<b>Non-Moving</b>				
EXPIRED TAG	11/28/2023	DUVAL/ 90	X	
EQUIP MALFUNCTION	11/28/2023	113 W JEFFERSON ST	X	



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**District 3**

VIOLATION	DATE	LOCATION	WARNING	CITATION
<b>Unlawful Speed</b>				
UNLAWFUL SPEED	11/03/2023	MCGHEE ST	X	
UNLAWFUL SPEED	11/05/2023	SHARON/ ADAMS	X	
UNLAWFUL SPEED	11/06/2023	JEFFERSON ST/ SHERIFFS OFFICE	X	
UNLAWFUL SPEED	11/07/2023	JEFFERSON/ CIRCLE DR	X	
UNLAWFUL SPEED	11/19/2023	JEFFERSON/ SHADOW	X	
UNLAWFUL SPEED	11/19/2023	JEFFERSON/ RALPH STRONG RD	X	
UNLAWFUL SPEED	11/19/2023	JEFFERSON/ SHADOW ST	X	
UNLAWFUL SPEED	11/19/2023	KELLY / JEFFERSON ST	X	
UNLAWFUL SPEED	11/19/2023	605 E JEFFERSON ST	X	
UNLAWFUL SPEED	11/19/2023	JEFFERSON/ SHADOW ST	X	
UNLAWFUL SPEED	11/20/2023	S MALCOLM ST/ JEFFERSON	X	
UNLAWFUL SPEED	11/20/2023	S LOWE ST/ JEFFERSON ST	X	
UNLAWFUL SPEED	11/27/2023	700 S ADAMS ST	X	
<b>Aggressive Driving</b>				
<b>DUI</b>				
<b>Other Moving</b>				
Red Light Viol	11/09/2023	90/ SHADOW ST	X	
<b>Non-Moving</b>				



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District 4

VIOLATION	DATE	LOCATION	WARNING	CITATION
<b>Unlawful Speed</b>				
UNLAWFUL SPEED	11/03/2023	NORTH MADISON	X	
UNLAWFUL SPEED	11/03/2023	384 E JEFFERSON ST	X	
UNLAWFUL SPEED	11/03/2023	KING ST	X	
UNLAWFUL SPEED	11/03/2023	KING ST	X	
UNLAWFUL SPEED	11/03/2023	KING ST	X	
UNLAWFUL SPEED	11/05/2023	PATTON/ JEFFERSON ST	X	
UNLAWFUL SPEED	11/05/2023	MADISON/ JEFFERSON	X	
UNLAWFUL SPEED	11/06/2023	KING/ NORTH	X	
UNLAWFUL SPEED	11/06/2023	909 E KING ST	X	
UNLAWFUL SPEED	11/07/2023	JEFFERSON ST / JACKSON ST	X	
UNLAWFUL SPEED	11/07/2023	304 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/07/2023	KING/ ADAMS	X	
UNLAWFUL SPEED	11/11/2023	COURTHOUSE	X	
UNLAWFUL SPEED	11/16/2023	JEFFERSON/ MADISON	X	
UNLAWFUL SPEED	11/19/2023	830 E JEFFERSON ST	X	
UNLAWFUL SPEED	11/20/2023	N ADAMS ST	X	
UNLAWFUL SPEED	11/20/2023	N ADAMS ST	X	
UNLAWFUL SPEED	11/20/2023	545 N ADAMS ST	X	
UNLAWFUL SPEED	11/20/2023	554 N ADAMS ST	X	
UNLAWFUL SPEED	11/20/2023	N ADAMS ST/ BURMA	X	
UNLAWFUL SPEED	11/20/2023	713 E KING ST	X	
UNLAWFUL SPEED	11/22/2023	CAMILA/ KING ST	X	
UNLAWFUL SPEED	11/27/2023	STEWART/ FRANKLIN ST	X	
UNLAWFUL SPEED	11/28/2023	314 E JEFFERSON ST	X	
UNLAWFUL SPEED	11/28/2023	JEFFERSON/ BRADLEY ST	X	
UNLAWFUL SPEED	11/29/2023	LOVE/ JEFFERSON ST		X
<b>Other Moving Infractions</b>				
ATV ON RDWY	11/04/2023	JACKSON/ SHARON ST	X	
NO HEAD LIGHTS	11/04/2023	502 W JEFFERSON ST	X	
RAN RED LIGHT	11/05/2023	JEFFERSON ST	X	
MOVING VIOLATION	11/05/2023	502 W JEFFERSON ST	X	
RED LIGHT VIOLATION	11/09/2023	902 W JEFFERSON ST	X	
RED LIGHT VIO	11/09/2023	BADCOCK/ 90HWY	X	
RED LIGHT VIO	11/18/2023	JACKSON/ JEFFERSON	X	
NO HEAD LIGHTS	11/19/2023	JEFFERSON/ MADISON ST	X	
NO HEAD LIGHTS	11/19/2023	1134 W JEFFERSON ST	X	
RED LIGHT VIOL	11/22/2023	JEFFERSON/ JACKSON ST	X	
AGGRESSIVE DRIVING	11/28/2023	WARD/KING ST	X	
RAN STOP SIGN	11/29/2023	607 KING ST	X	
<b>Non-Moving</b>				



Quincy Police Department  
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NO TAG	11/05/2023	830 E JEFFERSON ST	X	
IMPROPER EQUIP	11/08/2023	KING/ JACKSON ST	X	
EXPIRED TAG	11/17/2023	MADISON/ JEFFERSON ST	X	
EQUIP MALFUNCTION	11/29/2023	90/KELLY ST	X	



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**District 5**

<b>VIOLATION</b>	<b>DATE</b>	<b>LOCATION</b>	<b>WARNING</b>	<b>CITATION</b>
<b>Unlawful Speed</b>				
UNLAWFUL SPEED	11/02/2023	1208 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/03/2023	1524 W JEFFERSON ST		X
UNLAWFUL SPEED	11/04/2023	KING ST/ 10 <sup>TH</sup> ST	X	
UNLAWFUL SPEED	11/04/2023	1134 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/04/2023	JEFFERSON/ CLEVELAND		X
UNLAWFUL SPEED	11/04/2023	1134 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/06/2023	WINN DIXIE	X	
UNLAWFUL SPEED	11/07/2023	KING/ 14 <sup>TH</sup> ST	X	
UNLAWFUL SPEED	11/08/2023	936 W JEFFERSON ST		X
UNLAWFUL SPEED	11/10/2023	KELLY JR 2	X	
UNLAWFUL SPEED	11/22/2023	1134 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/24/2023	1208 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/27/2023	1208 W JEFFERSON ST	X	
UNLAWFUL SPEED	11/28/2023	KING/14 <sup>TH</sup> ST	X	
UNLAWFUL SPEED	11/28/2023	KING/ 14 <sup>TH</sup> ST	X	
<b>MOVING VIOLATION</b>				
STOP SIG VIO	11/06/2023	KING/ N 10 <sup>TH</sup> ST	X	
RED LIGHT VIO	11/09/2023	902 W JEFFERSON ST	X	
NO HEAD LIGHTS	11/13/2023	1632 W JEFFERSON ST	X	
NO LIGHTS	11/19/2023	SHELFER ST		X
<b>DUI</b>				
<b>Other Moving</b>				
<b>Non-Moving</b>				
NO TAG ATTACHED	11/10/2023	1400 W KING ST	X	



## Quincy Police Department Crime Report November

Nov-23

Classifications (Part 1 Offenses)	Nov-23	Year to date
Criminal Homicide	0	
Forcible Rape (Sexual Battery)	1	
Robbery	2	
Aggravated Assault (Battery)	7	
Burglary	4	
Larceny-theft (except motor vehicle theft)	11	
Motor Vehicle Theft	3	
Arson	0	
Classification (Part 2 Offenses)		
Other Assaults	4	
Forgery and Conterfeiting	0	
Fraud	3	
Embezzlement	0	
Stolen Property: Buying Receiving, Possessing	0	
Vandalisim	0	
Weapons: Carrying, Possesing. Etc	0	
Prostitution	0	
Sex Offenses	0	
Drug Violations	3	
Offenses Against the Family and Children	1	
Driving Under the Influence	0	
Liquor Laws	0	
Drunkenness	0	
Disorderly Conduct	20	
Vagrancy	0	
All Other Offenses	28	
Suspicion	0	
Curfew and Loitering Laws—(Persons under 18)	0	
Runaways—(Persons under 18)	0	
Total = 87		



## Quincy Police Department Crime Report District 1

Nov-23

Classifications (Part 1 Offenses)	Nov-23	Year to date
Criminal Homicide	0	
Forcible Rape (Sexual Battery)	0	
Robbery	0	
Aggravated Assault (Battery)	4	
Burglary	0	
Larceny-theft (except motor vehicle theft)	2	
Motor Vehicle Theft	1	
Arson	0	
Classification (Part 2 Offenses)		
Other Assaults	1	
Forgery and Conterfeiting	0	
Fraud	1	
Embezzlement	0	
Stolen Property: Buying Receiving, Possessing	0	
Vandalisim	0	
Weapons: Carrying, Possesing. Etc	0	
Prostitution	0	
Sex Offenses	0	
Drug Violations	1	
Offenses Against the Family and Children	1	
Driving Under the Influence	0	
Liquor Laws	0	
Drunkenness	0	
Disorderly Conduct	6	
Vagrancy	0	
All Other Offenses	7	
Suspicion	0	
Curfew and Loitering Laws—(Persons under 18)	0	
Runaways—(Persons under 18)	0	



## Quincy Police Department Crime Report District 2

Nov-23

Classifications (Part 1 Offenses)	Nov-23	Year to date
Criminal Homicide	0	
Forcible Rape (Sexual Battery)	0	
Robbery	2	
Aggravated Assault (Battery)	3	
Burglary	1	
Larceny-theft (except motor vehicle theft)	4	
Motor Vehicle Theft	0	
Arson	0	
Classification (Part 2 Offenses)		
Other Assaults	2	
Forgery and Conterfeiting	0	
Fraud	0	
Embezzlement	0	
Stolen Property: Buying Receiving, Possessing	0	
Vandalisim	0	
Weapons: Carrying, Possesing. Etc	0	
Prostitution	0	
Sex Offenses	0	
Drug Violations	0	
Offenses Against the Family and Children	0	
Driving Under the Influence	0	
Liquor Laws	0	
Drunkenness	0	
Disorderly Conduct	5	
Vagrancy	0	
All Other Offenses	6	
Suspicion	0	
Curfew and Loitering Laws—(Persons under 18)	0	
Runaways—(Persons under 18)	0	



## Quincy Police Department Crime Report District 3

Nov-23

Classifications (Part 1 Offenses)	Nov-23	Year to date
Criminal Homicide	0	
Forcible Rape (Sexual Battery)	0	
Robbery	0	
Aggravated Assault (Battery)	0	
Burglary	1	
Larceny-theft (except motor vehicle theft)	3	
Motor Vehicle Theft	0	
Arson	0	
Classification (Part 2 Offenses)		
Other Assaults	0	
Forgery and Conterfeiting	0	
Fraud	0	
Embezzlement	0	
Stolen Property: Buying Receiving, Possessing	0	
Vandalisim	0	
Weapons: Carrying, Possesing. Etc	0	
Prostitution	0	
Sex Offenses	0	
Drug Violations	2	
Offenses Against the Family and Children	0	
Driving Under the Influence	0	
Liquor Laws	0	
Drunkenness	0	
Disorderly Conduct	3	
Vagrancy	0	
All Other Offenses	5	
Suspicion	0	
Curfew and Loitering Laws—(Persons under 18)	0	
Runaways—(Persons under 18)	0	



## Quincy Police Department Crime Report District 4

Nov-23

Classifications (Part 1 Offenses)	Nov-23	Year to date
Criminal Homicide	0	
Forcible Rape (Sexual Battery)	1	
Robbery	0	
Aggravated Assault (Battery)	0	
Burglary	2	
Larceny-theft (except motor vehicle theft)	1	
Motor Vehicle Theft	2	
Arson	0	
Classification (Part 2 Offenses)		
Other Assaults	0	
Forgery and Conterfeiting	0	
Fraud	1	
Embezzlement	0	
Stolen Property: Buying Receiving, Possessing	0	
Vandalisim	0	
Weapons: Carrying, Possesing. Etc	0	
Prostitution	0	
Sex Offenses	0	
Drug Violations	0	
Offenses Against the Family and Children	0	
Driving Under the Influence	0	
Liquor Laws	0	
Drunkenness	0	
Disorderly Conduct	5	
Vagrancy	0	
All Other Offenses	2	
Suspicion	0	
Curfew and Loitering Laws—(Persons under 18)	0	
Runaways—(Persons under 18)	0	



## Quincy Police Department Crime Report District 5

Nov-23

Classifications (Part 1 Offenses)	Nov-23	Year to date
Criminal Homicide	0	
Forcible Rape (Sexual Battery)	0	
Robbery	0	
Aggravated Assault (Battery)	0	
Burglary	0	
Larceny-theft (except motor vehicle theft)	1	
Motor Vehicle Theft	0	
Arson	0	
Classification (Part 2 Offenses)		
Other Assaults	1	
Forgery and Conterfeiting	0	
Fraud	1	
Embezzlement	0	
Stolen Property: Buying Receiving, Possessing	0	
Vandalisim	0	
Weapons: Carrying, Possesing. Etc	0	
Prostitution	0	
Sex Offenses	0	
Drug Violations	0	
Offenses Against the Family and Children	0	
Driving Under the Influence	0	
Liquor Laws	0	
Drunkenness	0	
Disorderly Conduct	1	
Vagrancy	0	
All Other Offenses	8	
Suspicion	0	
Curfew and Loitering Laws—(Persons under 18)	0	
Runaways—(Persons under 18)	0	



Other Items Requested to  
be Agendaed by  
Commission Member(s),  
the City  
Manager and Other City  
Officials



# City Manager Contract



**EMPLOYMENT AGREEMENT  
CITY MANAGER**

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of June, 2022, between the City of Quincy, Florida, a Florida municipal corporation, hereinafter referred to as "Employer," and Robert E. Nixon, hereinafter referred to as "Employee."

**WITNESSETH:**

**WHEREAS**, Employer desires to employ the services of Employee as the City Manager of the City of Quincy, Florida, as provided by in the City of Quincy's City Charter, Article III, Section 3.01; and

**WHEREAS**, it is the desire of the City Commission to provide salary and certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

**WHEREAS**, it is the desire of the City Commission (1) to provide inducement for Employee to remain in such employment, (2) to act as a deterrent against malfeasance, misfeasance, and nonfeasance on the part of Employee, (3) to make possible full work productivity and to provide a just means for terminating Employee's services at such time as he may be unable to discharge his duties or when the City Commission may otherwise desire to terminate his employment; and

**WHEREAS**, Employee desires to accept employment as the City Manager of the City of Quincy.



**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. DUTIES:**

Employer agrees to employ Robert E. Nixon, as the City Manager of the City of Quincy, Florida, to perform the functions and duties described in the City Charter and Code of Ordinances of the City of Quincy, Florida, and to perform other legally permissible and proper functions and duties as shall be required by the City. The City Managers duties as outlined in the City Charter, Sec. 3.04 are:

- (1) He shall employ or appoint all city employees and appointive administrative officers provided for by or under this charter, except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. All such employees shall serve at the pleasure of the city manager, but the city manager, when he deems it necessary for the good of the service, may suspend in writing, with or without pay, or remove any employee under his jurisdiction except as otherwise provided by law, this charter, or rules adopted by the commission pursuant to this charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (2) He shall direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by law and except for any department, office or agency whose employees are not appointed by the city manager.
- (3) Unless excused by the commission, he shall attend all commission meetings and shall have the right to take part in discussion but may not vote.
- (4) He shall see that all laws, provisions of this charter, and acts of the commission, subject to his direction and supervision, are faithfully executed.
- (5) He shall prepare and submit the annual budget to the commission.



- (6) He shall submit to the commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (7) He shall make such other reports as the commission may require concerning the operations of city departments, offices and agencies subject to his direction and supervision.
- (8) He shall keep the commission fully advised as to the financial condition and future needs of the city and shall make such recommendations to the commission concerning the affairs of the city as he deems desirable.
- (9) He shall perform such other duties as are specified in this charter or may be required by the commission.

Neither the City Commission, nor any of its members shall direct, request or influence the appointment of any person to, or removal from, office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal, of officers and employees in the service of Employer, except where expressly provided for by the City Charter, state law, or through an appeal and grievance process as provided by law or local rules. The City Commission and its members shall deal with employees of the City solely through the City Manager and neither the City Commission nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately. Employee will not accept or engage in any employment that affects, interferes or conflicts with his employment or the performance of his duties and will cease such employment.

**Section 2. EVALUATION PROCESS:**

The City Commission shall review the City Manager's job performance at least once annually with the first review being in September of 2022, and subsequent annual reviews to occur during the month of September of each year thereafter



unless the parties agree otherwise. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed by the City Commission. The City Commission shall provide the Manager a reasonable and adequate opportunity to discuss the City Manager's evaluation with the City Commission in a noticed public meeting. The annual performance reviews and evaluations shall be reasonably related to the City Manager's written job description in Section 1 and shall be based, in whole or in part, on goals for the City Manager's performance that are jointly developed and adopted by the City Commission and the City Manager.

**Section 3. TERM AND TERMINATION:**

A. This Agreement shall commence on the day and year above written and shall continue for two (2) years unless terminated by either party with a thirty (30) day advance notice. Notice of termination of this agreement can be provided by either party as follows:

1. by email message or written letter by Employee or Employer,  
or
2. by oral announcement at any meeting of the City Commission  
by Employee or Employer.

B. Employee serves at the pleasure of the City Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employer to terminate the services of the Employee at any time, subject only to the notice provisions set forth above.



C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position as City Manager with Employer, subject only to the notice provisions set forth herein above.

D. In the event Employee is terminated, Employer agrees to pay Employee a lump sum severance cash payment equivalent to three months of aggregate salary, as adjusted from time to time, including retirement and deferred compensation for that period. The severance cash payment shall be reviewed by the City Commission at a public meeting before distribution to Employee.

E. Upon Employee's execution of this Agreement, Employee waives any and all rights under Section 3.02 of the City Charter and the parties further agree that any dispute or breach of this agreement shall be initially subject to mediation or other formal or informal alternative dispute resolution; and only after unsuccessful mediation or alternative dispute resolution, can the parties file a lawsuit or administrative complaint for relief in the courts of Florida.

**Section 4. COMPENSATION:**

Employer agrees to pay Employee for his services rendered a salary of **\$110,000.00** per year for his administrative and managerial duties as City Manager, payable in equal bi-weekly installments, in the same manner as a City employee classified as "full-time exempt Executive." Employee's compensation



will be adjusted as provided for in the Employer's Fiscal Budget for other employees. Employee shall accrue and be paid out for sick and annual leave pursuant to the City of Quincy's HR Policy

**Section 5. LIABILITY AND HEALTH INSURANCE:**

A. Employer will provide life, health and any other insurance benefits to which Employee would be entitled as a City employee classified as "full-time exempt Executive"; except that Employer will purchase and pay the required premiums on term life insurance not to exceed three times the annual gross salary of the Employee. Employer agrees to provide family health insurance that includes hospitalization, dental, cancer supplement, surgical and comprehensive medical insurance for Employee and his dependents and to pay the total premiums thereof.

B. Employer shall provide Employee with the public officials' liability insurance as provided in the ICMA public liability insurance policy or an equivalent policy from a duly licensed insurance company. The coverage limits shall be in an amount of not less than \$300,000.00.

**Section 6. RETIREMENT/DEFERRED COMPENSATION:**

Employee is eligible for, and will receive, retirement and deferred compensation as a City employee classified as "full-time exempt Executive" and will be 100% vested.



**Section 7. BONDING:**

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

**Section 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

A. Employer agrees to pay the cost of Employees' subscriptions to managerial and financial professional publications, professional association dues and fees, as well as professional development courses, meetings, and seminars, including attendance costs and out-of-pocket expenses incurred during Employee's period of employment and renewals or extensions thereof.

B. Employer in consultation with Employee shall fix any other terms and conditions of employment, as may be determined necessary from time to time, relating to the duties and performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

**Section 9. INDEMNIFICATION:**

Employer or its designee shall defend, hold harmless and indemnify Employee against any tort, professional or malpractice liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission committed by Employee within the scope of his



duties as City Manager and/or any legal duties. In its sole discretion, Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

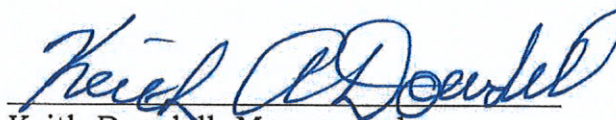
**Section 10. GENERAL PROVISIONS:**

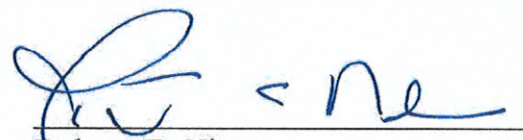
A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon all parties and inures to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and remain full force and effect.

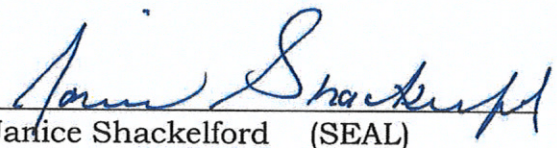
**IN WITNESS WHEREFORE,** the City Commission of the City of Quincy, Florida, has approved this Agreement in open session and has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

  
\_\_\_\_\_  
Keith Dowdell, Mayor, and  
Presiding Officer of the City Commission of  
The City of Quincy, Florida  
EMPLOYER

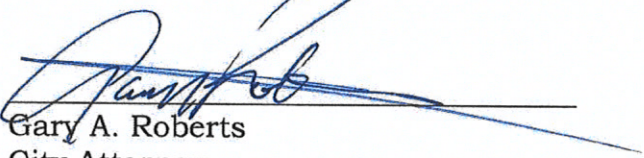
  
\_\_\_\_\_  
Robert E. Nixon  
EMPLOYEE

ATTEST:

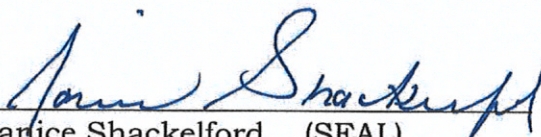


  
Janice Shackelford (SEAL)  
Clerk of the City of Quincy

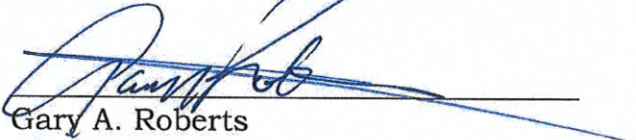
APPROVED AS TO FORM:

  
Gary A. Roberts  
City Attorney



  
Janice Shackelford (SEAL)  
Clerk of the City of Quincy

APPROVED AS TO FORM:

  
Gary A. Roberts  
City Attorney



# Sample City Manager Evaluation



## City Manager Performance Evaluation

City of \_\_\_\_\_

Evaluation period: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to \_\_\_\_\_. The deadline for submitting this performance evaluation is \_\_\_\_\_. Evaluations will be summarized and included on the agenda for discussion at the work session on \_\_\_\_\_.

\_\_\_\_\_  
Mayor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governing Body Member's Signature

\_\_\_\_\_  
Date Submitted



## INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

**5 = Excellent** (almost always exceeds the performance standard)

**4 = Above average** (generally exceeds the performance standard)

**3 = Average** (generally meets the performance standard)

**2 = Below average** (usually does not meet the performance standard)

**1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

## PERFORMANCE CATEGORY SCORING

### 1. INDIVIDUAL CHARACTERISTICS

\_\_\_\_\_ Diligent and thorough in the discharge of duties, "self-starter"

\_\_\_\_\_ Exercises good judgment

\_\_\_\_\_ Displays enthusiasm, cooperation, and will to adapt

\_\_\_\_\_ Mental and physical stamina appropriate for the position

\_\_\_\_\_ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category



**2. PROFESSIONAL SKILLS AND STATUS**

- \_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management
- \_\_\_\_\_ Demonstrates a capacity for innovation and creativity
- \_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them
- \_\_\_\_\_ Willing to try new ideas proposed by governing body members and/or staff
- \_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY**

- \_\_\_\_\_ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- \_\_\_\_\_ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- \_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner
- \_\_\_\_\_ Assists by facilitating decision making without usurping authority
- \_\_\_\_\_ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**4. POLICY EXECUTION**

- \_\_\_\_\_ Implements governing body actions in accordance with the intent of council
- \_\_\_\_\_ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- \_\_\_\_\_ Understands, supports, and enforces local government's laws, policies, and ordinances
- \_\_\_\_\_ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- \_\_\_\_\_ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category



**5. REPORTING**

- \_\_\_\_\_ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- \_\_\_\_\_ Responds in a timely manner to requests from the governing body for special reports
- \_\_\_\_\_ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- \_\_\_\_\_ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- \_\_\_\_\_ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**6. CITIZEN RELATIONS**

- \_\_\_\_\_ Responsive to requests from citizens
- \_\_\_\_\_ Demonstrates a dedication to service to the community and its citizens
- \_\_\_\_\_ Maintains a nonpartisan approach in dealing with the news media
- \_\_\_\_\_ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- \_\_\_\_\_ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**7. STAFFING**

- \_\_\_\_\_ Recruits and retains competent personnel for staff positions
- \_\_\_\_\_ Applies an appropriate level of supervision to improve any areas of substandard performance
- \_\_\_\_\_ Stays accurately informed and appropriately concerned about employee relations
- \_\_\_\_\_ Professionally manages the compensation and benefits plan
- \_\_\_\_\_ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category



**8. SUPERVISION**

\_\_\_\_\_ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff

\_\_\_\_\_ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

\_\_\_\_\_ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office

\_\_\_\_\_ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

\_\_\_\_\_ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**9. FISCAL MANAGEMENT**

\_\_\_\_\_ Prepares a balanced budget to provide services at a level directed by council

\_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

\_\_\_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format

\_\_\_\_\_ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

\_\_\_\_\_ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**10. COMMUNITY**

- \_\_\_\_\_ Shares responsibility for addressing the difficult issues facing the city
- \_\_\_\_\_ Avoids unnecessary controversy
- \_\_\_\_\_ Cooperates with neighboring communities and the county
- \_\_\_\_\_ Helps the council address future needs and develop adequate plans to address long term trends
- \_\_\_\_\_ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**NARRATIVE EVALUATION**

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? \_\_\_\_\_

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What performance area(s) would you identify as most critical for improvement? \_\_\_\_\_

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# City Clerk Contract



**CITY OF QUINCY EMPLOYMENT  
CONTRACT FOR CITY CLERK**

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of July, 2020, between the City of Quincy, Florida, a Florida municipal corporation, hereinafter referred to as "Employer," and JANICE SHACKELFORD, hereinafter referred to as "Employee."

**WITNESSETH:**

WHEREAS, it is the desire of the Employer to retain the services of Employee as THE CITY CLERK and the desire of Employee to serve in that capacity; and

WHEREAS, Employer desires to employ the services of Employee as THE CITY CLERK of the City of Quincy, Florida, pursuant to Charter Article II, Section 2.08; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. DUTIES AND RESPONSIBILITIES:**

Employee shall perform the duties as THE CITY CLERK as set forth in the Charter of the City of Quincy, City Code of Ordinance, section 2-121, which services include but are not limited to the following:

- THE CITY CLERK shall attend all meetings of the City Commission;
- THE CITY CLERK shall keep a journal of its proceedings, the correctness of which shall be authenticated within a reasonable time after each meeting by her signature and by the signature of the presiding officer of the City Commission;
- THE CITY CLERK Shall be the custodian of the seal of the City and all records and paper of a general character pertaining to the affairs of the City;
- THE CITY CLERK shall perform such duties as may be required of her by ordinance or resolution of the City Commission;
- THE CITY CLERK shall record all ordinance, resolutions, contracts and deed; administrative oaths, accept affidavits, issue certificates of indebtedness for all lawful purposes;
- THE CITY CLERK shall maintain deeds, leases, agreements and other official records as required and post public notices as required;
- THE CITY CLERK shall ensure control of all public records as custodian of records in accordance with applicable Florida States and regulations;
- In addition to the duties imposed pursuant to the Charter of the City of Quincy, THE CITY CLERK shall perform such duties as may be required of her by ordinance or resolution of the City Commission.



**Section 2. TERM:**

THE CITY CLERK shall serve in this capacity from the 28<sup>th</sup> July 2020 until the termination of this agreement as provided herein.

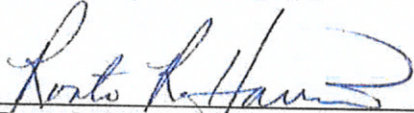
**Section 3. COMPENSATION:**

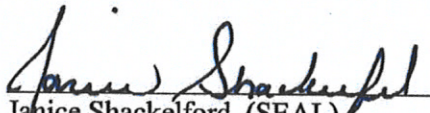
Employer agrees to pay Employee \$1,730.76 bi-weekly, for an annual salary of \$45,000.00 for services rendered in performance of her duties as described in Section 1. Employee's salary, at any point in time, may be adjusted by the City Commission.

**Section 4. TERMINATION:**

A. This Agreement may be terminated by either party with thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the day and year first above written.

  
\_\_\_\_\_  
Ronte R. Harris, Mayor and  
Presiding Officer of the City Commission of  
The City of Quincy, Florida  
EMPLOYER

  
\_\_\_\_\_  
Janice Shackelford (SEAL)  
Clerk of the City of Quincy  
EMPLOYEE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gary A. Roberts  
City Attorney



# Sample City Clerk Evaluation



Susan Adams, Mayor  
Jason Nunemaker, City Manager

cultivate. nurture. grow...



*Fellsmere*

### **CITY CLERK EVALUATION**

The enclosed Evaluation Form has been prepared for the City Council of the City of Fellsmere, Florida. The form includes five (5) major sections or areas of evaluation with criteria under each section as follows:

SECTION I	Relations with Governing Body
SECTION II	Office Management/Professionalism
SECTION III	Relations with the Public
SECTION IV	Legislative/Legal Relations
SECTION V	General Comments

#### Procedures:

At the top of the first page of the evaluation form there is a rating scale that provides the basis for evaluating each of the twenty-nine (29) criteria which are included under the five major sections or areas. The scale ranges from "Does Not Meet Expectations", at the bottom of the rating scale, to "Exceeds Expectations". Number 3 corresponds to "Meets Expectations", and is the midpoint of the rating scale.

Each section should be reviewed as to the area being evaluated and each item scored independently. At the end of each area there is a comment section where the evaluator can document achievements accomplished by the City Clerk or areas that need improvement. In this area you are looking for strengths and weaknesses. In finalizing the evaluation it is recommended that you not add the twenty nine (29) criteria that have been recorded under the five (5) major sections or areas to arrive at an average score. You are not looking for an averaged combined score.

#### Note:

(It is recommended that each evaluator keep a record of accomplishments or areas of concern observed over the rating period so as to have a ready reference of material to refer to when preparing the annual evaluation. This would allow for a fair and impartial evaluation to take place).

The last page of the evaluation form provides for an "overall" rating entry for Governing Body members to record their comprehensive view or impression of the City Clerk's performance using the rating scale as justification. This is the section where the evaluator can document their suggestions for overall improvement, contentment of working performed and recommended a salary increase if warranted.



The following suggestions for conducting the actual evaluation are offered for your consideration. The evaluation form will be distributed to the members of the Governing Body approximately one (1) month prior to the anniversary date of the City Clerk. The Governing Body should complete the evaluation in four (4) weeks. Each member of the Governing Body should then return the completed evaluation to the City Manager. The City Manager will then schedule an evaluation review session with the City Clerk and the governing Body at the next City Council meeting. If there is a recommendation for a salary increase a motion can be made, this can be discussed and voted on at this time. Once Council has made their decision to approve a salary increase the City Manager will prepare the proper documentation and forward the same to the Finance Department.

**Conducting the actual evaluation:**

The following procedures should be used when conducting the actual evaluation review session.

1. The evaluation should be conducted in a setting where there are as few interruptions as possible, and where all participants are seated at the same level.
2. The City Clerk should be present during the session.
3. The City Clerk will have the opportunity to complete a self-assessment of his or herself using the same form as the members of Governing Body. (The City Clerk will also be given an evaluation form one month prior to his or her anniversary date).
4. The Governing Body members should complete their evaluations prior to the actual evaluation review session taking place.
5. It is recommended that a facilitator be used for this process and that he/she has had an opportunity to review and familiarize themselves with the body of the evaluations.
6. During the evaluation process discussion will take place between the Governing Body and the City Clerk. The focus of this review must be based upon observable and measurable job-related performance of the City Clerk rather than their personal traits or idiosyncrasies that my have been identified. The evaluation should be based on his/her performance over the past year and not just the past month or two. This process is recommended so as not to discourage discussion of some matter(s) with regard to a personal nature which may be affecting the City Clerk's relationship and/or effectiveness in a negative fashion.
7. To provide for a fair and impartial process the City Clerk will have the opportunity to ask for a semi-annual review with each of the Council members if he/she so desires. This will allow the City Clerk to sit one on one with each Council Member and review his/her past six months of employment.
8. The Evaluation should be returned to the City Manager in the allotted time frame. If a Council Member is unable to return the evaluation to the City Manager in the time allotted they should notify the City Manager at 646-6303 to advise of the delay. The City Manager will make adjustments for scheduling the evaluation review session.



**CITY OF FELLSMERE  
CITY CLERK'S PERFORMANCE  
EVALUATION**

1	2	3	4	5
Does Not Meet Expectations		Meets Expectations		Exceeds Expectations

**I. RELATIONS WITH THE GOVERNING BODY  
Providing Information**

1. Prepares carefully for Council meetings? \_\_\_\_\_
2. Is responsive to concerns of the City Council? \_\_\_\_\_
3. Follows up promptly on request from Council members? \_\_\_\_\_
4. Anticipates problems affecting Council and takes or recommends appropriate action? \_\_\_\_\_
5. Prepares agenda packages that are clear, neat and concise? \_\_\_\_\_
6. Agenda information is complete, accurate and within the prescribed guidelines? \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**II. OFFICE MANAGEMENT/PROFESSIONALISM**

1. Delegates responsibility and authority to subordinates? n/a
2. Implements and supports city policies fully? \_\_\_\_\_
3. Interprets Council policies to staff? n/a
4. Prepares department budget and effectively explains and defends budgets to Council? \_\_\_\_\_
5. Is adept in personnel management? \_\_\_\_\_

- 6. Conducts employee relations skillfully? \_\_\_\_\_
- 7. Is effective in short and long range planning? \_\_\_\_\_
- 8. Anticipates problems and is effective in preventive actions? \_\_\_\_\_
- 9. Develops and implements plans to meet departmental objectives and organizes available resources to achieve those objectives. \_\_\_\_\_
- 10. Judgments, actions and decisions are sound? \_\_\_\_\_
- 11. Takes the initiative to establish new programs or procedures without prompting? \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**III. PUBLIC RELATIONS**

- 1. Handles media relations tactfully and skillfully? \_\_\_\_\_
- 2. Maintains good relations with local government leaders? \_\_\_\_\_
- 3. Deals tactfully, courteously and efficiently with the public? \_\_\_\_\_
- 4. Directs/monitors public relations, training and conduct of staff members? n/a
- 5. Provides general information to the public with regard to City events, meetings and vacancies on staff and city boards? \_\_\_\_\_
- 6. Responds to routine requests for public records in a timely manner? \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IV. LEGISLATIVE/LEGAL RELATIONS**

- 1. Is knowledgeable and up-to-date in legislative process and municipal law, trends and developments? \_\_\_\_\_
- 2. Is effective in working with state and local legislative leaders? \_\_\_\_\_
- 3. Works closely with the City Attorney on matters relating to \_\_\_\_\_



City Code, Ordinance preparation, actions against the City,  
and other legal legislative matters? \_\_\_\_\_

4. Arranges for city elections, legal advertisements and dates  
of advertising within established guidelines? \_\_\_\_\_

5. Retains city records as outlined by state retention laws? \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. GENERAL COMMENTS**

List any goals, achievements, or objectives (strengths and weaknesses) that you have observed of the City Clerk over the past year. (If more room is needed to document continue on back page).

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

Overall Rating  
(Considering all items above) \_\_\_\_\_

Recommendation:

\_\_\_\_\_ A performance salary increase should be granted. Percentage \_\_\_\_\_%.  
\_\_\_\_\_ A salary increase should not be give at this time. Employee should be reevaluated in \_\_\_\_\_ days.

A Salary increase is not recommended at this time.

\_\_\_\_\_  
Print Name (Evaluator) Signature of Evaluator

Date: \_\_\_\_\_  
CITYCLERKEVALUATION.DOC

# City Attorney Contract



**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: November 12, 2019

Date Submitted: November 7, 2019

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean Jr., City Manager  
Ann Sherman, Human Resources Director

Subject: City Attorney Agreement

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**Statement of Issue:**

During the regular scheduled Commission Meeting of October 8, 2019, the Commission by majority vote, appointed Attorney Gary A. Roberts of the Law Offices of Gary A. Roberts & Associates, LLC as the City Attorney. The Commission asked Staff to submit a formal agreement between the City of Quincy and Attorney Roberts for approval.

**Background:**

Article IX of the City of Quincy Code of Ordinances establishes that the City Commission shall appoint an Attorney. Attorney Gary Roberts has served as Interim City Attorney for the City of Quincy since former Attorney Scott Shirley resigned in February of 2019. On October 8, 2019, Attorney Gary Roberts was appointed as the City Attorney and has presented an agreement for consideration by the Commission. The agreement is similar to the one that the Commission entered into with former Attorney Scott Shirley.

**Options:**

- Option 1. Vote to approve the proposed agreement between the City of Quincy and Attorney Gary A. Roberts of the Law Offices of Gary A. Roberts & Associates, LLC and authorize the Mayor to sign the agreement.

Option 2: Do not approve the proposed agreement.

**Recommendation:**

Option 1



## CITY ATTORNEY AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Quincy, a Florida Municipal Corporation (hereinafter referred to as "City"), and Attorney Gary A. Roberts of the Law Offices of Gary A. Roberts & Associates, LLC, (hereinafter referred to as "Counsel"), with its principal place of business located at 130 Salem Court, Tallahassee, Florida, 32301.

WITNESSETH:

WHEREAS, City desires to contract with Counsel for the purposes of providing municipal attorney services to the City;

WHEREAS, Counsel represents that Counsel is fully qualified to handle such legal services; and

WHEREAS, Counsel agrees to provide the specified services in accordance with terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions under which Counsel shall provide municipal legal services to the City relating to the City's legislative, administrative, quasi-judicial, and litigation requirements.
2. Scope of Services. Counsel agrees to perform and conduct services in the following manner:
  - (a) Gary A. Roberts will be lead attorney for Counsel;
  - (b) Utilization of all of the professional staff of Counsel on behalf of the City is authorized, as directed by the lead attorney;
  - (c) Counsel shall perform all necessary and proper local government legal services pursuant to the direction of the City Commission, Mayor, City Manager and City Clerk.
  - (d) Should Counsel determine that additional attorney representation would be advisable, Counsel shall first obtain the authorization of the City Commission or City Manager;
  - (e) Specialists or experts may be needed for unusual or unique legal matters which may require an expertise not possessed by Counsel. Counsel will not

employ or otherwise incur an obligation to pay specialist or experts for services in connection with services herein without prior approval of the City Commission or City Manager.

- (f) No services are provided hereunder to the City of Quincy Community Redevelopment Agency.

3. **Compensation.** The City agrees to compensate Counsel as follows:

- (a) \$175.00 per hour for attorneys for hourly services including litigation;
- (b) \$75.00 per hour for paralegals and law clerks;
- (c) No fee will be generated by routine consultations with the Mayor, City Commission Members, City Manager, City Clerk and Department Directors, not exceeding fifteen (15) minutes and unrelated to real estate transactions, employment, litigation and which do not require research, document review, or documents preparation;
- (d) Counsel will represent the City on public finance issuances and loans services as local counsel at the rate of .4% of the amount of the issuance through \$10,000,000.00 and .3% of any amount over \$10,000,000.00, with a minimum fee of \$8,000.00, fees contingent upon the closing of the financing issue or loan. For issuances requiring validation, an additional non-contingent hourly fee will be paid for the validation process, including appeals, if any, at the litigation hourly rate provided above; and
- (e) Counsel's general billing policies are as follows: travel time is billable as incurred, except that travel time to and from Counsel's office in Tallahassee to City Hall or other City offices in Quincy shall not be billed; travel expenses will be billed based on the statutorily authorized rates; copy charges are billed at the rate of \$.10 per page; long distance telephone charges are billed as incurred; postage charges are billed as incurred; electronic legal research access charges are billed as incurred, and facsimile transmission and receipt charges are \$.50 per page. Counsel's time records are kept in tenth-hour increments rounded up to the nearest tenth hour. All work assigned to Counsel will be accomplished by attorneys, paralegals or law clerks of Counsel under the direction of Counsel.

4. **Term.** This Agreement shall continue in full force and effect until terminated upon thirty (30) days notice by either party. The parties will fully cooperate in any future transitional period.

5. **Billing.** Counsel shall provide monthly invoice with fees and expenses. The City Manager shall have statement payment approval authority for the City.



6. Other Agreements. No prior or present agreements or representations shall be binding upon the City or Counsel unless included in this Agreement. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
7. Severability. Should any part of this Agreement be determined by a court of competent jurisdiction to be contrary to applicable law, the remainder of the Agreement shall remain in full force and effect.
8. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
9. Governing Law and Venue. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the Parties shall be exclusively in Gadsden County, Florida and nowhere else.
10. Binding Effects. This Agreement shall be binding upon the parties hereto. The Agreement may not be assigned.
11. Effective Date. This Agreement shall be effective October 8, 2019.

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the day and year first above written.

CITY OF QUINCY

By: \_\_\_\_\_  
Keith Dowdell, Mayor

Attest: \_\_\_\_\_  
Sylvia Hicks, City Clerk

GARY A. ROBERTS & ASSOCATES, LLC

By: \_\_\_\_\_  
Gary A. Roberts, Esq.

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
NOVEMBER 12, 2019  
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday, November 12, 2019, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Daniel McMillan  
Commissioner Ronte Harris  
Commissioner Freida Bass-Prieto (absent)  
Commissioner Angela G. Sapp (absent)

Commissioner McMillan made a motion to excuse Commissioners Bass-Prieto and Sapp. Commissioner Harris seconded the motion. The motion carried three to zero.

Staff Present:

City Manager, Jack L. McLean Jr.  
City Attorney, Gary Roberts  
City Clerk, Sylvia Hicks  
Police Chief, Glenn Sapp  
Planning Director, Dr. Bernard Piawah  
Finance Director, Marcia G. Carty  
Human Resources & Customer Service Director Ann Sherman  
Public Works Director, Reginald Bell  
Fire Chief, Curtis Bridges  
Parks and Recreation Director, DeCody Fagg  
Utilities Director, Robin Ryals  
Grant Writer, Dr. Beverly Nash  
Information Technology, Director David Rittman  
Executive Assistant to the City Manager, Vancheria Perkins  
Dewberry Representative, Matt Chester  
OMI Representative, Terry Presnall  
Financial Advisor, William McCloud  
Sergeant at Arms, Captain Robert Mixson

**Call to Order:**

Mayor Dowdell called the meeting to order with invocation by Pastor Robin Ryals followed by the Pledge of Allegiance.

**Approval of the Agenda**

Commissioner Harris made a motion to approve the agenda. Commissioner McMillan seconded the motion. The motion carried three to zero.



## **Special Presentations by the Mayor or Commission**

### **Approval of the Minutes of the Previous Meetings**

#### *Approval of the Minutes of the 10/22/2019 Regular Meeting*

Commissioner Harris made a motion to approve the minutes of the October 22, 2019 regular meeting. Commissioner McMillan seconded the motion. The motion carried three to zero.

Commissioner Harris made a motion to approve the minutes of the October 29, 2019 special meeting. Commissioner McMillan seconded the motion. The motion carried three to zero.

### **Proclamations**

### **Public Hearing and Ordinances as Scheduled or Agendaed**

**Public Opportunity to Speak on Commission Propositions- (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)**

### **Resolutions**

#### *Resolution 1398-2019 Temporary Road Closure Permit – City of Quincy Christmas Parade*

Commissioner McMillan made a motion to approve Resolution No. 1398-2019 authorizing a temporary road closure for the City's Christmas Parade. Commissioner Harris seconded the motion. The motion carried three to zero.

### **Reports by Boards and Committees**

### **Reports, Request and Communications by the City Manager**

#### *City Attorney's Contract*

Commissioner Harris made a motion to approve the contract between the City of Quincy and Attorney Gary A. Roberts of the Law Offices of Gary A. Roberts & Associates, LLC and authorize the Mayor to sign the agreement with the following amendment: Section 2(d) If within the spending authority of the City Manager and in the case of an emergency the City Manager will call a special meeting to take up the matter as soon as possible with the Commission. Mayor Dowdell seconded the motion. The motion carried three to zero.

#### *Employee Retirement Plan Enhancements*

Ann Sherman, Human Resources Director, proposed the following changes to the Employee Retirement Plan: A larger diversity of fund mix and a general loan provision. Commissioner Harris made a motion to approve the enhancements to the City of Quincy's current American Funds Retirement Plan. Mayor Dowdell seconded the motion. Commissioner McMillan asked if the Employee Retirement Pension Plan Committee had met and



recommended the proposed changes. The Manager said no but the matter had been discussed for a long time. Commissioner McMillan said he didn't have a problem with the changes but they needed to go through the Committee prior to coming to the Commission. The motion carried two to one.

#### *Drainage Improvements to Flagler Street Flooding*

Commissioner Harris made a motion to approve the quote/Proposal from Peavy and Sons Construction Co. for \$17,440.00 and authorize the City Manager to execute the proposal. Commissioner McMillan seconded the motion. The motion carried three to zero.

#### *Phone and Internet Services*

Commissioner McMillan made a motion to approve the quote/proposal from Comcast for \$4,656.80 and authorize the Manager to execute the proposal. Commissioner Harris seconded the motion. The motion carried three to zero.

#### *Jacobs (OMI) 2019-2020 Contract Amendment \$12*

Commissioner Harris made a motion to approve the amendment from Jacobs for the sum of \$1,078,543 and authorize the Mayor to sign the amendment. Commissioner McMillan seconded the motion. The motion carried three to zero.

#### *Approval of Junior Commission By-Laws*

Commissioner Harris made a motion to approve the By-Laws for the Junior Commission. Commissioner McMillan seconded the motion. The motion carried three to zero.

*Complete List of Re-Roofing Program Applicants* – No comments.

### **Other Items Requested to Be Agendaed by Commission Member(s), the City Manager and Other City Officials**

#### *Florida League of Cities 2019 Legislative Conference*

Commissioner Harris informed the Commission that he intends on attending the Florida League of Cities 2019 Legislative Conference to fulfil the ethics obligation. Mayor Dowdell stated he is going to attend the conference also and asked if any other Commissioners plan to attend.

### **Comments**

#### **City Manager**

City Manager McLean reported again that the City's annual cleanup days will be November 12<sup>th</sup> -18<sup>th</sup> on the south side and November 18<sup>th</sup> -25<sup>th</sup> on the north side. Commissioner Harris asked if flyers could be placed on the doors regarding separating the trash.



City Manager McLean reported that the summer youth students will be imputing data into the ADG System. He also announced that young people will be calling to collect the data from the City.

City Manager McLean announced that the City will be giving away Thanksgiving baskets and asked each Commissioner to provide family names to receive a basket from their district as we are planning to distribute approximately 25 baskets.

City Manager McLean announced that the employee Thanksgiving luncheon will be held November 27<sup>th</sup> at 1:00pm at the Recreation Department.

City Manager McLean stated that he plans to hold a workshop about the P-Cards on Thursday. Commissioner McMillan stated that he won't be available and suggested we wait until we contact the full Commission.

City Manager McLean reported that Commissioner Bass-Prieto asked him to announce the following: thank everyone for a great Trunk of Treats, thank staff for the cleanup in her district, thank you for the house on Dezell Street being torn down.

City Manager McLean stated that he had met with the representatives regarding the SEPA charge and the charge does not sunset and is given to us by SEPA.

City Manager McLean stated that Commissioner Bass-Prieto had questions regarding the transformers power purchase line item. He stated we did have funds at the beginning of the FY and did have the million dollars in the line item but at the end of the year when the last bills come out, there were insufficient funds in the line item. He asked the Finance Director to explain. Ms. Carty reported the end of the year funds were identified in the electric fund from items like the purchase power line item, contingency, and other line items of \$547,947 to purchase the transformers. Mr. McLean also stated that Commissioner Bass-Prieto asked about the radios for the Police and Fire Departments. Ms. Carty stated that they have also been purchased.

City Manager McLean reported that the re-roofing program report is in the packet as well as the turnkey projects and have been provided to Commissioner Bass-Prieto.

City Manager McLean stated that the City Commission meetings can be viewed on the City of Quincy face book page.

City Manager McLean reported that the work on Davis Street is complete.

City Manager McLean reported that Commissioner Sapp's issue has been addressed.

City Manager McLean asked the Utilities Director to explain the situation with the traffic light on Crawford and Stewart Streets. Mr. Ryals reported that the traffic light needs a control cabinet and he does have the money in his budget to install the cabinet or the pedestrian walk.

**City Clerk** – None

## **City Attorney**

City Attorney Gary Roberts announced that the case involving Ms. Sherman was resolved on October 24<sup>th</sup> and is awaiting a settlement agreement from the Commission and to schedule a meeting.

## **Commission Members**

Commissioners McMillian thanked the Fire Department for the animal rescue.

Commissioners McMillan asked if there was going to be a Commission meeting the Tuesday before Thanksgiving.

Commissioner Harris – None

## **Comments from the Audience**

Mr. Robert Finley of 213 West King Street asked if the school on King Street was a City school and who was responsible for replacing the blue tarp. The Commission advised him that the school is under the jurisdiction of the Gadsden County School Board.

Mr. Charlie Phillips of 816 Sunset Drive came before the Commission and commend the City for the bridge they installed on North Madison Street in front of the Presbyterian Church thus saving the tree and beautifying the walkway.

Mr. Phillips thanked the City's Utility Department for assisting with installing a utility pole to upright a sagging power line.

Mr. Phillips stated that installing the stop sign on King and Stewart Streets was a good thing and was needed.

Ms. Rosetta Anderson of 825 Arlington Circle came before the Commission to request that the City install a fence or plant some trees along the front of Sunnyvale Cemetery on Stewart Street in front of the school.

Ms. Anderson stated that she and Mr. Ratcliff are planning a voter registration drive, (Knock and Walk), Saturday, November 16, 2019 at Gadsden Arms Apartments beginning at 9:45am.

Rev. Charles Morris of 23201 Blue Star Highway came before the Commission to thank them for the one of the largest and safest events, Trunk of Treats. He also thanked the following sponsors: United Gadsden Inc., Quincy Monticello District of the African Methodist Episcopal Church Presiding Elder Lee Plummer, The Gee and Lee Law Offices , Shawn Mitchel, General Manager Big Bend Transit, North Florida Vault, Gadsden County Times, Riverchase Nursing Home, Gadsden County Commission, Gadsden County Sheriff Department, Gadsden County Chapter of the National Hook-up of Black Women, and Gadsden County School Board. He thanked Reggie Bell and Staff, specifically Adrian Tobias and Larry Daniels. He thanked City Manager, Jack McLean, and the Quincy Police Department.



Mayor Dowdell – None

Commissioner McMillan made a motion to adjourn the meeting. Commissioner Harris seconded the motion. There being no further business to discuss, the meeting was adjourned.

APPROVED:

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Keith A. Dowdell, Mayor and Presiding Officer  
City Commission and  
City of Quincy, Florida

ATTEST:

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Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

# Sample City Attorney Evaluation



# City of Klamath Falls Performance Evaluation

## City Attorney

### PURPOSE

The purpose of the employee performance evaluation and development report is to increase communication between the City Council and the City Attorney concerning the performance of the City Attorney in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

### PROCESS

1. The City Attorney prepares a memorandum to Council including his/her self evaluation in a narrative format, and shall return this to the Human Resources Director.
2. The Human Resources Director will copy and distribute the City Attorney Performance Evaluation form as well as the City Attorney's self evaluation to the Mayor and Council for review.
3. The Mayor and Council members will complete a performance evaluation for the City Attorney and then return the completed form to the Human Resources Director.
4. The Human Resources Director will tabulate the results of the evaluation forms and create a compiled evaluation.
5. The Mayor and Council Members will meet in executive session with the City Attorney to discuss his/her compiled evaluation. After being dismissed, the Mayor and Council will discuss the performance of the City Attorney.
6. The Mayor will procure the signature and concurrence/dissent of each Council member.
7. The Mayor and Council President will meet with the City Attorney in executive session to review the evaluation, unless the City Attorney requests an open hearing.

### INSTRUCTIONS

Review the employee's work performance for the entire period; try to refrain from basing judgement on recent events or isolated incidents only. Disregard your general impression of the employee and concentrate on one factor at a time.

Evaluate the employee on the basis of standards you expect to be met for the job to which assigned considering the length of time in the job. Check (✓) the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below.

## Performance Evaluation

**City Attorney**

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

RATING SCALE DEFINITIONS (1-5)

- Unsatisfactory (1) - The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level can not be allowed to continue.
  
- Improvement (2) Needed The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance.
  
- Meets Job (3) Standard The employee's work performance consistently meets the standards of the position.
  
- Exceeds Job (4) Standard The employee's work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance.
  
- Outstanding (5) The employee's work performance is consistently excellent when compared to the standards of the job.
  
- Not Observed (NO) The employee's work performance was not observed during this evaluation period.

**I. Performance Evaluation and Achievements**

<b>1. <u>City Council Boards/Comm. Relationships</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>NO</u></b>
A. Provides sound legal advice to the City Council, Boards, Commissions and City staff.	—	—	—	—	—	—
B. Reporting to the City Council, Boards, Commissions and City staff is timely, clear, concise and thorough.	—	—	—	—	—	—
C. Accepts direction/instructions in a positive manner.	—	—	—	—	—	—
D. Keeps the City Council, Boards, Commissions and City staff informed of current legal trends and new developments in case law and legislation, etc.	—	—	—	—	—	—

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**2. Legal Research and Review**

**1   2   3   4   5   NO**

A. Effectively identifies legal issues and performs research and investigations.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

B. Effectively reviews and interprets legal instruments, reports and documents prepared by departments.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Employee/Public Relations**

**1   2   3   4   5   NO**

A. Works well with other employees.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

B. Meeting and handling the public.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Communication**

**1   2   3   4   5   NO**

A. Oral communication is clear, concise and articulate.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

B. Written communications (e.g.) contracts, deeds, and other legal documents are clear, concise and accurate.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Quantity/Quality**

**1   2   3   4   5   NO**

A. Amount of work performed.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

B. Completion of work on time.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

C. Accuracy.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

D. Thoroughness.

\_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_   \_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







## 2.15 Investigation Continuation