



**CELEBRATING**  
**2024** BLACK **HISTORY** MONTH  
THEME: **AFRICAN AMERICANS** AND **THE ARTS**

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

## **Regular City Commission Meeting**

Tuesday, February 27, 2024  
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, February 27, 2024  
6: 00 PM  
City Hall  
Commission Chamber  
**AMENDED AGENDA**

**Call to Order**

**Invocation**

Charles Morris, Pastor of New Bethel AME Church, Quincy, FL

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Proclamation**

Mayor's Proclamation Honoring Women in Construction Week

- Freida Bass-Prieto, Mayor

**Special Presentation**

Capital Trust Agency (City of Gulf Breeze)

- Denis McKinnon, Executive Director

**Items for Consent by the Commission**

1. Approval of the Regular Commission Meeting Minutes of December 28, 2023
  - Janice Shackelford, City Clerk
2. Approval of the Special Commission Meeting Minutes of January 30, 2024
  - Janice Shackelford, City Clerk

**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**

3. Approval Duke Energy System Impact Study
  - Robert Nixon, City Manager
  - Richard Ash, Utilities Director
  
4. Approval of Contract for Power Purchases with Southeastern Power Administration
  - Robert Nixon, City Manager
  - Richard Ash, Utilities Director

**Reports by Boards and Committees**

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

**Comments**

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

**Adjournment**

Title XIX: PUBLIC BUSINESS - Chapter 286 - PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS -  
**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.

# Proclamation

Mayor's Proclamation  
Honoring  
Women in Construction



# MAYOR'S PROCLAMATION HONORING



March 3-9, 2024

**WHEREAS**, for more than 55 years, NAWIC (National Association of Women in Construction) has helped women take advantage of the opportunities in construction. Whether you want to embark on a new career, establish a networking base, be a mentor/mentee, make a difference in your community, continue your education, or invest in great friendships, NAWIC offers a variety of opportunities — large and small.

**WHEREAS**, Savvy NAWIC members, business owners, and managers can expect value from their investment in NAWIC. NAWIC membership affords many opportunities.

**WHEREAS**, the focus of Women in Construction (WIC) Week is to highlight women as a visible component of the construction industry. WIC Week also provides an occasion for NAWIC's thousands of members across the country to raise awareness of the opportunities available for women in the construction industry and to emphasize the growing role of women in the industry. It is also a time for local chapters to give back to their communities.

**WHEREAS**, NAWIC Chapter #72 would love the opportunity to encourage women in our viewing area to participate with us as we celebrate Women in Construction.

**Now Therefore**, be it proclaimed that I, Mayor Freida Bass-Prieto, along with my colleagues, Mayor Pro Tem Angela G. Sapp, District Two, Commissioner Dr. Robin Wood, District One, Commissioner Ronte R. Harris, District Three and Commissioner Beverly Nash, District 5 and all of the citizens of the City of Quincy, Florida do hereby recognize the NAWIC Chapter #72 and its many dedicated volunteers for its steadfast work on behalf and support of women in construction, and do proudly proclaim the week of March 3-9, 2024 as "Women in Construction Week," and encourage our citizens to congratulate the organization on its many accomplishments.

Dated this 27<sup>th</sup> day of February 2024

**FREIDA BASS-PRIETO**

*Mayor*

Robert Nixon, City Manager

Janice Shackelford, City Clerk

# Items for Consent by the Commission

Approval of the Regular  
Commission Meeting  
Minutes of  
December 28, 2023



**CITY COMMISSION**  
**Thursday, December 28, 2023**  
**6:02 P.M. (Eastern)**

**REGULAR MEETING**  
**QUINCY, FLORIDA 32351**

### **CITY COMMISSION REGULAR MEETING MINUTES**

The City of Quincy City Commission met in a regular in-person meeting on Thursday, December 28, 2023, with **Mayor Freida Bass-Prieto** opening the meeting up and the following Commissioners present:

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

#### City Staff and Guests:

Robert Nixon, City Manager  
Gary A. Roberts, City Attorney  
Janice Shackelford Clemons, City Clerk  
Carlos Hill, Acting Police of Chief  
Glendon Robinson, Asst. Acting Police of Chief  
Amanda Matthews, Senior Accountant  
Reginald Bell, Public Works Director  
Richard Ash, Utility Director  
Anthony Baker, Fire Chief  
Stacey Hannigon, Human Resources and Risk Management Director  
Stephen Gauss, IT Contractor  
Jim Southerland Sr., WQTN-13 Administrator

The regular 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 Regular Commission meeting to order at 6:02 pm. Chief Anthony Baker provided an invocation followed by the pledge of allegiance. Mayor Bass-Prieto requested a roll call.

#### **Approval of Agenda**

Mayor Bass-Prieto requested to pull the November 14, 2023 minutes, to give the commission more time to review the changes.

Commissioner Harris offered a motion to approve the agenda as printed except for the consent agenda; November 14, 2023, regular meeting minutes.

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	Yes

**The Motion Carried 5 to 0.**

**Proclamations**

None

**Special Presentation**

1. Updates
  - Robert Nixon, City Manager
  - Sheila Knowles, Lobbyists

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

Mrs. Knowles stated that there aren't many updates since the legislative session doesn't begin until January 9, 2024.

Mrs. Knowles stated that the city filed three appropriations which are:

- Water and sewer project
- Facilities project
- Police communications and upgrades and personnel retention program.

Mrs. Knowles stated that Representative Franklin has filed all three appropriations and is available January 11 on the state's website.

Mrs. Knowles stated that Senator Simon has little more time to file the three appropriations.

Mrs. Knowles stated that she will have more information as the session moves along, but reminded the commission how things can change quickly.

Mrs. Knowles asked the commission to email or call her if there are any questions.

Mrs. Knowles stated that the legislation is concentrating on deregulating public schools.

Mrs. Knowles stated that the legislation is also working on improving school vouchers.

Mrs. Knowles stated that the house speaker Paul Renner primary focus is energy and utility policy.

Mrs. Knowles stated that the senate priority is the live healthy program.

Mrs. Knowles stated that the governor's priority is to cut the state budget.

Mayor Pro-Tem Sapp stated that homelessness is a county problem.

Mayor Pro-Tem Sapp stated that there is also a need for hurricane workers.

Mrs. Knowles announced that the Florida Legislative Action Days are January 29-31, 2024 in Tallahassee, if you're interested in attending.

Mrs. Knowles stated that she has completed the Gadsden County Municipal Association by laws, however she needs each municipalities input.

Mrs. Knowles stated that she would like each municipality to vote and elect one delegate and one alternate.

Mrs. Knowles requested that the commission place the resolution on the next regular commission meeting agenda.

#### **Items for Consent by the Commission**

- ~~2. Approval of the Regular Commission Meeting Minutes of November 14, 2023  
• Janice Shackelford Clemons, City Clerk~~

#### **COMMENTS FROM THE AUDIENCE**

Paula Phillips, 816 Sunset Dr., Quincy, FL 32352, provided the following comments.

- Wished the commission a Happy New Year.
- Wished the City of Quincy a Happy New Year.
- Stated that at the last meeting Commissioner Nash made an announcement that the Girl Scouts were meeting the very next day, 3:30 pm at the public library to make Christmas cards.
- Stated that she had been a scouting mother for many years and the girl scouts peaked her interest.
- Stated that she went to the public library and found out that there was no girl scouts meeting.
- Stated that she has been asking for an accounting of the girl scouts funds for months and has not gotten any answers.
- Stated that she has seen non-profit organizations come before the commission and explain how the money will be spent.
- Stated that she has seen or heard nothing from the girl scouts.
- Requested Mayor Bass-Prieto and Commissioner Harris to investigate what happened to the \$10,000 given to the girl scouts.
- Stated that she had requested all text messages from the commission during investigation hearing and has not received any.

Mayor Bass-Prieto stated that she would like the city clerk and city manager to follow up on monies given to the girl scouts.

City Clerk Shackelford stated that the girl scouts received funding during FY 2021-22.

City Clerk Shackelford stated that she sent an email to Kimberly Miller girl scouts coordinator requesting summary on how the funds was used.

City Clerk Shackelford stated that Kimberly Miller represents the regional division of the girl scouts.

Mayor Bass-Prieto stated that the girl scouts' funds were allocated during the anti-crime initiative.

Mayor Bass-Prieto stated that staff would follow up and hopefully get the answers that Paula Phillips requested.

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

None

### **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)**

None

### **Resolutions**

None

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

3. Approval of the 5-year contract with the Flock Group
  - Robert Nixon, City Manager
  - Carlos Hill, Acting Police Chief
4. Proposed Utility Department Fees
  - Robert Nixon, City Manager
  - Richard Ash, Utilities Director
5. Select City Projects Updates
  - Robert Nixon, City Manager
  - Stephen Gauss, IT Contractor
  - Anthony Baker, Fire Chief
  - Reggie Bell, Public Works Director
  - Sylvester Robinson, Code Enforcement
  - Carlos Hill, Acting Police Chief
  - Richard Ash, Utilities Director

**Summary of the Presentation and Discussion by Staff and the Commission  
Agenda Item #3 Approval of the 5-year contract with the Flock Group**

Acting Police Chief Hill stated that this request is to approve the continuing use of the Flock Cameras.

Acting Police Chief Hill stated that QPD entered a one-year contract with the Flock Group, which provides license plate readers and vehicle detection cameras across the United States.

Acting Police Chief Hill stated six Flock Cameras were installed in March 2023 throughout the city.

Acting Police Chief Hill stated that the Flock Camera network scans and takes pictures of every license plate entering the City of Quincy.

Acting Police Chief Hill stated that if the vehicle registration, driver's license, or person is a fugitive, this system notifies police officers and the dispatch center that a vehicle has entered the city limits.

Acting Police Chief Hill stated that since the installation of this system, QPD has made numerous arrests.

Acting Police Chief Hill stated that this system also allows QPD to monitor and search for other Flock Camera Systems in the Big Bend area.

Acting Police Chief Hill provided the city commission with a Flock Camera System running live.

Acting Police Chief Hill stated that the Flock Group requests that the City of Quincy enters a five-year contract with a reduced cost of \$500 a year per camera.

Acting Police Chief Hill stated that the original cost per camera is \$2500.

Acting Police Chief Hill stated that the yearly cost for the system is \$15,000 and a five-year contract would cost \$75,000.

Acting Police Chief Hill stated that not entering into the contract would cost the city an additional \$3000 per camera, a yearly cost of \$18,000 and \$90,000 over five years.

Acting Police Chief Hill stated that the funds would come from contractual services.

Acting Police Chief Hill stated that there is a need for a budget transfer to cover FY 2023-24 cost of the cameras because this item was not budgeted.

City Manager Nixon stated that there is a value in using this system.

City Manager Nixon stated that staff became aware that the initial \$15,000 due to a billing error was not paid, so the city owes \$15,000.

City Manager Nixon stated that this is one of those items that the city cannot be without.

City Manager Nixon stated that there are available funds in the police budget.

Acting Police Chief Hill stated that the flock cameras did not come before the commission in 2022.

Acting Police Chief Hill stated that the flock cameras were presented to the former police chief around August 2022.

City Manager Nixon stated that the former police chief mentioned the NOLA cameras and the need for six additional cameras but not the need for flock cameras.

Mayor Pro-Tem Sapp stated that since this item did not come before the commission, we did not have a choice of selecting a company.

Acting Police Chief Hill stated that the city has not paid anything for usage of the flock camera system.

Commissioner Harris stated that he remembers the conversation regarding the NOLA cameras and QPD needing six additional cameras.

Acting Police Chief Hill reiterated that the city had not paid the \$15,000 on the flock cameras.

Acting Police Chief Hill stated that a payment of \$30,000 would catch the city up.

Commissioner Wood asked the city manager to enlighten the citizens on how a \$15,000 invoice was not paid.

City Manager Nixon stated that QPD entered into an agreement to secure cameras and monitoring services that was not presented to the commission nor was it budgeted.

City Manager Nixon stated that due to a billing error an invoice was not submitted to the city for payment.

City Manager Nixon stated that this system is valuable.

City Manager Nixon stated the initial request should have been brought before the commission.

Commissioner Wood stated that this is bad business.

Commissioner Wood stated that she's happy to hear that the city manager physically sign off on the invoices and payment.

Mayor Pro-Tem Sapp stated that the actions which the city manager took allow us to evaluate him on this set of circumstances.

City Manager Nixon stated that the city has sound policies in place and any director not adhering to those policies understands the consequences.

Mayor Pro-Tem Sapp offered a motion to table this item until staff brings back recommendation where the funds will come from to pay the invoice.

Commissioner Harris 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	Yes

**The Motion Carried 5 to 0.**

**Agenda Item #4: Proposed Utility Department Fees**

Utilities Director Ash stated that this is a request to approve an adjustment to utilities fees.

Utilities Director Ash stated that there are some fees for services provided to customers but are not covered within the utility rates.

Utilities Director Ash stated that these fees are utility connections, non-payment, security lights, meter bases, disconnect/reconnect and metering tampering.

Utilities Director Ash stated that most of the fee had not changed in 20 plus years.

Utilities Director Ash stated that this is a break-even cost.

Utilities Director Ash provided the commission a cost analysis.

City Manager Nixon stated that over a significant amount of time the city's budget has covered these costs.

City Manager Nixon stated that this is a break-even cost.

City Manager Nixon stated that with the commission's direction these costs could be spread out overtime.

Mayor Pro-Tem Sapp stated that 20 years is a long time to not have fees raised.

Mayor Pro-Tem Sapp questioned if there was any way to spread out the high costs over a two-year period.

City Manager Nixon stated that staff seeks to get citizens in put on implementation.

Commissioner Harris stated that he supports the fee change.

Commissioner Harris stated that the city must stay within a fair market.

Commissioner Wood suggested doing a onetime fee for reconnections.

Mayor Bass-Prieto noted that the city is losing gas revenues.

Mayor Bass-Prieto stated that she is concerned about the gas.

City Manager Nixon stated that utilities must be treated like a business.

City Manager Nixon stated that the commission can provide staff direction on how to proceed with gas revenues.

City Manager Nixon stated that this is a market driven demand.

City Manager Nixon stated that the commission can elect to continue absorbing the costs or provide staff direction.

City Manager Nixon stated that there is a need to treat utilities like a business.

Mayor Pro Tem Sapp stated that fees have not been raised in twenty years.

Mayor Pro-Tem Sapp stated that citizens must be educated that the city is asking that citizens cover the costs of services provided to them.

Mayor Pro-Tem Sapp stated that utilities customers want the services and should understand that it's a cost involved.

City Manager Nixon stated that staff will be back to the commission recommendations that will accommodate citizens.

Commissioner Harris requested comparisons from other surrounding cities.

City Manager Nixon stated that he was unaware that the commission did not know what fees customers are being charged.

City Manager Nixon suggested that this item be workshopped.

Commissioner Harris offered a motion to table this agenda item.

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	Yes
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**The Motion Carried 5 to 0.**

**Agenda Item #5: Select City Projects Updates**

**IT Department**

City Manager Nixon stated that Stephen Gauss, the city’s IT contractor, will provide the commission with updates related to the IT department.

Stephen Gauss IT Contractor stated that the versa collectors are being programmed now.

Stephen Gauss IT Contractor stated that the remaining collectors should be configured and ready for installation by January 5, 2024.

Stephen Gauss IT Contractor stated that work has begun on integration between ADG and the Tantalus system for automated meter reading, which allows remote turn on/off.

Stephen Gauss IT Contractor stated that data from the system should allow us to identify issues like water leaks and electric outages when they occur.

Stephen Gauss IT Contractor stated that in another 3-4 months the entire system will be functioning.

City Manager Nixon stated that he is still working with the consultant on FEMA reimbursements.

City Manager Nixon stated that FEMA has granted a few extensions and there is an opportunity for the city to receive some money.

City Manager Nixon stated that the IT contractor provides helpful data to the city that will assist if he cannot be reached.

City Manager Nixon stated that Utilities Director Richard Ash also has the capabilities to maintain the IT system if the IT contractor is out.

**Fire Department**

Fire Chief Baker stated that the department is continuously looking for grants.

Fire Chief Baker stated that with the help of Regina Davis, the fire department submitted a solar grant.

Fire Chief Baker stated that the department is engaging in community events related to smoke alarms, smoke detectors and safety.

Fire Chief Baker stated that the department is also fighting hard at retention, due to pay.

Fire Chief Baker stated that the department was down three fire fighters, however at present is fully staff.

Fire Chief Baker thanked the commission for its continued support.

City Manager Nixon stated that the county has proposed an agreement, approved by the board of county commission.

Commissioner Harris questioned if the city could enter into agreements with the surrounding municipalities instead of the county.

City Manager Nixon stated that any agreement would need to come through the county.

Mayor Bass-Prieto noted that Chattahoochee and Havana fire departments are run by volunteers. The City of Quincy is the only professional fire department.

City Manager Nixon thanked the volunteers and paid fire fighters for risking their lives daily.

### **Public Works Department**

Public Works Director Bell provided updates on the MLK project.

Public Works Director Bell stated that the drainage project along Willie Ruth will be completed by the end of January.

Public Works Director Bell stated that the department is behind on covering potholes and utilities cuts.

Public Works Director Bell stated that asphalt must be ordered which takes time to come in and supply is limited after the Christmas season.

Public Works Director Bell provided the commission with the street sweeper schedule.

Mayor Bass-Prieto mentioned that cars which park along the street make it difficult for the street sweeper to properly clean the streets.

Public Works Director Bell stated that he would work with code enforcement to minimize cars parked along the streets.

Public Works Director Bell provided the commission with a schedule for cleaning out the storm drain.

Public Works Director Bell provided the commission with a schedule for the grapple truck.

City Manager Nixon complimented public works on the ability to shift to other projects when needed.

City Manager Nixon stated that the public works department has also lost skilled employees to other municipalities because of pay.

City Manager Nixon stated that he is proud that every department can respond to a crisis.

Commissioner Harris stated that he looks forward to reviewing public works fee changes.

### **Code Enforcement Department**

City Manager Nixon stated that newly certified code enforcement officer Sylvester Robinson will be presenting.

City Manager Nixon stated that Joann Kimble will be provide the commission with some permitting updates.

Code Enforcement Officer Robinson stated that the city code enforcement officers are tasked with patrolling five districts within the city limits identifying city code violations.

Code Enforcement Officer Robinson stated that while patrolling these areas, the following has been observed; that litter in various districts has increased, abandon houses, abandoned/inoperable vehicles, overgrown properties, potholes, and unleashed dogs, etc.

Code Enforcement Officer Robinson stated that these issues have been addressed in all districts, with re-inspections, issuance of Courtesy Statements, Notice of Violations (NOV), door hanger reminders, and phone contact.

Code Enforcement Officer Robinson stated that the code enforcement department allows citizens to correct the violations.

Code Enforcement Officer Robinson stated that code enforcement has a total of 254 cases this year of which 159 cases have been closed and 95 cases remain open.

Code Enforcement Officer Robinson stated that the department has also canvassed local businesses checking for current business tax receipts and found out that 50% of the businesses were not in compliance.

Code Enforcement Officer Robinson stated that since the inspection 40% of the businesses have complied.

City Manager Nixon stated that the code enforcement department has aggressively engaged citizens with professionalism and has made good progress.

City Manager Nixon stated that the code enforcement department has also worked with various departments to identify concerns in the district before it reaches the commission.

City Manager Nixon noted that the commission's input is appreciated.

City Manager Nixon stated that the he is proud to have certified code enforcement officers.

Mayor Pro-Tem Sapp stated that the report is troublesome with most of the violations being in district 2.

Mayor Pro-Tem Sapp stated that she needs help in district 2 getting rid of the abandoned and overgrown houses, although seeing improvements.

## **Police Department**

Acting Police Chief Hill stated that the police department will present December's crime report to the commission in January.

Acting Police Chief Hill stated currently there is a total of 16 burglaries in the last month.

Acting Police Chief Hill stated several of the burglaries were forceable.

Acting Police Chief Hill stated that these burglaries occurred early in the morning.

Acting Police Chief Hill stated that QPD has been provided videos for the break-ins at the businesses.

Acting Police Chief Hill stated that he has spoken with the business owners and gathered information.

Acting Police Chief Hill stated that there are potential suspects.

Acting Police Chief Hill stated the following to assist with break-ins.

- Change in patrol methods.
- Investigations will conduct nightly operations.

Acting Police Chief Hill stated that there appears to be a slight increase in drug activity.

Acting Police Chief Hill stated that there has been a recent drug bust this morning.

Acting Police Chief Hill stated that he met with Enterprise Leasing on previously ordered Explorers and a new order of six Chevy Traverses.

Acting Police Chief Hill stated that the previous order of explorers was not canceled.

Acting Police Chief Hill stated he met with Heather Bell, Regional Representative for Enterprises Leasing and was informed that the city would incur a fee for cancelling the explorers.

Acting Police Chief Hill stated that QPD is stuck with 5 explorers located at Havana Ford waiting for pickup.

Acting Police Chief Hill provided the commission with the cost to strip the vehicles and the cost for putting police equipment into each vehicle.

Acting Police Chief Hill stated that the \$146,000 is budgeted for the current lease vehicles.

Acting Police Chief Hill stated that this is a \$70,000 increase to the budget on top of the \$30,000.

Acting Police Chief Hill stated that when he took over the police department, he divided the budget into quarters, meaning the department is \$211,000 under budget for quarter one.

Acting Police Chief Hill stated that 80% of the budget is salaries, which means the department is spending wisely.

Acting Police Chief Hill stated that he plans to meet with the city manager and finance for further discussion.

City Manager Nixon stated that as these unbudgeted items are uncovered, staff will bring them before the commission.

City Manager Nixon stated that there had been previous discussion to use forfeiture funds to cover the purchasing of the new vehicles which may be unwise.

City Manager Nixon stated that the meeting with Enterprise was a good meeting.

City Manager Nixon stated that staff will make recommendation to the commission on funds already budgeted.

City Manager Nixon thanked the current leadership at QPD for being fiscally responsive and changing staff morale.

City Manager Nixon stated that this new leadership shows what QPD can be.

Commissioner Harris commented that QPD is obligated to pay for ten vehicles, five vehicles because QPD forgot to cancel the order.

Acting Police Chief Hill stated that the added vehicles will place QPD in a great position due to many of the vehicles are old and repairs have been costly.

Acting Police Chief Hill stated that Enterprise will try to sale some of QPD's old vehicles.

Acting Police Chief Hill stated that twenty-eight vehicles are needed to ensure every officer has an operable vehicle.

Acting Police Chief Hill stated that with the purchase of the vehicles QPD will see a decrease in repairs.

Acting Police Chief Hill stated that QPD has five new Chevy Traverses.

Acting Police Chief Hill stated that the Ford Explorers were ordered first, however were not available.

Acting Police Chief Hill stated that QPD can make payments overtime if Enterprise Leasing will outfit the explorers.

Commissioner Wood asked if any of the vehicles were budgeted. Acting Police Chief Hill stated no.

Mayor Pro-Tem Sapp clarified for the record that the five new Chevy Traverses were brought before the commission for approval to purchase, however, the Ford Explorers were not brought before the commission for approval to purchase.

Mayor Pro-Tem Sapp questioned why many of the police officers are allowed to take home vehicles.

City Manager Nixon stated that the previous administration implemented the take home policy.

City Manager Nixon stated that the commission may have been advised that police officers were paying \$25 monthly towards fuel usage.

City Manager Nixon stated this is used as an initiative.

Acting Police Chief Hill stated that officers are not using police vehicles for personal use.

Acting Police Chief Hill stated that the total increase is \$40,000 annually.

Mayor Bass-Prieto complimented Acting Police Chief Hill dividing his budget into quarters.

Acting Assistant Police Chief Robinson stated that the administration is making progress bringing QPD back together and that there appears to be no significant divide noted as before.

### **Utilities Department**

Utilities Director Ash provided the commission an update on two grants received by the State of Florida. One totaling \$909,810 for S. Springs Road, including water, sewer, and existing utilities by 1,200 feet. The other grant for \$278,000 to study the current capacity of the wastewater treatment plant and to determine the needs of future planned developments.

City Manager Nixon thanked the Gadsden County Development Council for completing the application and the government for honoring it.

City Manager Nixon thanked Director Ash and his team for keeping the city above water.

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

None

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

### **Comments**

City Manager, Robert Nixon

- City Manager Nixon stated that there will be town hall meetings and workshops scheduled in January 2024, to address public safety issues and fees.
- City Manager Nixon thanked the commission for continued support and leadership.

City Clerk, Janice Shackelford Clemons

- No comments.

City Attorney Gary Roberts

- Wished everyone a happy new year.

## **Commission**

Commissioner Wood

- Wished everyone a happy holiday.
- Thanked the city employees, police and fire departments who wake up everyday making sure we are safe.
- Encouraged district one constituents to keep the neighborhoods clean by policing your areas.
- Thanked the police department for being there when she call.
- Stated that it's good to know that QPD has a plan for the increase in burglaries.
- Encouraged QPD to keep up the good work.
- Stated that she hopes to see everyone on the other side of 2024.
- Asked everyone to stay safe, look in on your neighbors, wished everyone a happy Kwanza and continue enjoying celebrating the principles of unity and determination, and faith.
- Challenged everyone to take fiscal responsibility into 2024.
- Commended Acting Police Chief Hill for standing before the commission in a stuff spot requesting for money needed.
- Stated that her hope is to be a city that makes every citizen proud.
- Sent a shout out to Regina Davis on the Black History Museum and whatever she can do to help bring the museum to Quincy let her know.
- Looking forward to working with her colleagues in the new year.

Commissioner Harris

- Echoed everything Commissioner Wood said during her comments.
- Stated that the recreation center looks awesome and complimented the city staff who did the work.
- Stated that he appreciates the city manager for using city staff to remodel the recreation center.
- Requested staff look at Canal Street on the Northside, it appears that the street stays wet even on a sunny day.
- Commended the city manager and acting police chief for their professionalism for moving forward in finding solutions and not pointing the finger.
- Commended Fire Chief Baker on all that his department does for the city.

- Wished everyone a happy new year.

Commissioner Nash

- No comments.

Mayor Pro-Tem Sapp

- Commended Fire Chief Baker for all that his department does.
- Thank you to all city staff. Stated that December was a busy month, shop with a cop, Christmas parade, beautiful holiday decorations, distributed gifts to the elderly, hams, turkeys, blankets, Christmas trees.
- Thanked the city manager for putting the directors in place.
- Citizens appreciated the holiday cheer.
- Thanked the city attorney for all the advice given in 2023.
- Thanked Regina Davis for always being there for Quincy.
- Requested inmate assistance to help keep the streets clean.
- Wished everyone a joyous and prosperous new year.

Mayor Bass-Prieto

- Stated to the commission to get ready to tackle many items in the new year to move the city forward.
- Requested to review the liter ordinance and dumping charges.
- Stated that 46.3% living in the City of Quincy live in poverty and cannot afford increases.
- Complimented everyone on the holiday decorations.
- Wished everyone a happy new year.

The adjournment was motioned by Commissioner Wood and seconded by Commissioner Harris at 9:28 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:**

---

Freida Bass-Prieto, Mayor, and  
Presiding Officer of the City  
Commission and of 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 Special  
Commission Meeting  
Minutes of  
January 30, 2024

**CITY COMMISSION**  
**Tuesday, January 30, 2024**  
**6:09 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 Tuesday, January 30, 2024, with **Mayor Freida Bass-Prieto** opening the meeting up and the following Commissioners present:

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

City Staff and Guests:

Robert Nixon, City Manager  
Gary Roberts, City Attorney  
Janice Shackelford Clemons, City Clerk  
Stephen Gauss, IT Contractor  
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 6:09 pm and requested a roll call.

**Special Item of Discussion**

- 1. Renewable Energy Assessment
  - Robert Nixon, City Manager
  - Regina Davis, Gadsden Renewables

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

Commissioner Harris offered a motion to table the discussion on renewable energy assessment.

Commissioner Nash 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	Yes

**The Motion Carried 5 to 0.**

Ms. Davis thanked the commission for its listening hear.

Ms. Davis stated that she is compassionate about moving the City of Quincy forward.

The adjournment was motioned by Commissioner Wood and seconded by Commissioner Harris at 6:11 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:**

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

**ATTEST:**

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

# Reports, Requests, and Communications by the City Manager

# Approval of Duke Energy System Impact Study

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

**Date of Meeting:** February 27, 2024

**Date Submitted:** February 21, 2024

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

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

**Subject:** Approval of Duke Energy System Impact Study

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**Statement of Issue/Justification:** The power purchase agreement between the City of Quincy and Florida Power & Light (FP&L) was extended to Dec. 31, 2027, in 2020. FP&L recently identified that the transmission arrangement for our power supply agreement needed to be extended from Feb 2026 through the end of the term of the power purchase agreement, which is December 31, 2027. The reason the terms of the power purchase agreement and the transmission agreement does not match is when the power purchase agreement was extended to Dec. 2027, the original transmission request was rolled over for 5 years which extended the agreement for transmission service through February 2026. This ties with normal rollover rights on transmission. They are usually done in 5-year blocks. The remaining period, from Feb. 2026 through Dec 31, 2027, was not requested at the time of rollover. While the remaining period extension could have been done earlier, it was not, but needs to be done to tie with the term of the power supply agreement to ensure reliable service for the City. The City of Quincy receives power over transmission lines owned by FP&L and Duke Energy. A FP&L transmission agreement was approved in the previous commission meeting. However, before we can enter into a transmission agreement with Duke Energy, they are requiring a system impact study. Per the FERC approved Joint Open Access Transmission Tariff, Duke Energy has the right to request this. The cost of the study is \$10,000.00.

**Conclusion/Background/Recommendations:** To ensure transmission service through Dec. 31, 2027, to match the FP&L power purchase agreement. The City of Quincy will need a Duke Energy transmission agreement. Duke Energy is requiring a transmission system impact study per to entering into a transmission agreement at the cost of \$10,000.

**General Recommendation:** Staff recommends the Commission approve the agreement for Duke Energy to perform a system impact study at the cost of \$10,000.00.

GL # 403-520-531-30390

**Options:**

Option 1: Vote to approve the agreement for Duke Energy to perform a system impact study.

.

Option 2. Advise staff how to move forward.

**Staff Recommendation:**

**Option 1**

**Attachment(s):** Duke Energy System Impact Study Agreement



**SYSTEM IMPACT STUDY AGREEMENT  
BETWEEN  
CITY OF QUINCY, FLORIDA  
AND  
DUKE ENERGY FLORIDA, LLC**

This **SYSTEM IMPACT STUDY AGREEMENT** (the “Agreement”) is made and entered into as of February \_\_\_\_\_, 2024 by and between City of Quincy, Florida (“Transmission Customer”) and Duke Energy Florida, LLC, a limited liability company, organized and existing under the laws of the State of Florida (“Transmission Provider”). Transmission Customer and Transmission Provider each may be referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on January 16, 2024, Transmission Customer submitted a transmission service request to Transmission Provider for network integration transmission service in the amount of 30 MW for a period of three (3) years beginning on January 1, 2025 and ending on January 1, 2028 with a source of FPL (FPL PPA) and a sink of QCY, which was designated on Transmission Provider’s OASIS as request number 101867702; and

**WHEREAS**, Transmission Provider has determined that a System Impact Study is necessary to accommodate the requested service and has so informed the Transmission Customer pursuant to Section 32.1 of the Joint OATT; and

**WHEREAS**, Transmission Provider has determined that Transmission Customer has been deemed to have submitted a Completed Application.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's FERC-approved Joint Open Access Transmission Tariff (the “Joint OATT”).
- 2.0 Pursuant to Section B of Attachment D to the Joint OATT, Transmission Provider will perform the System Impact Study using power flow, transfer, stability, fault and other analyses as necessary and appropriate to determine whether sufficient transmission capability is available and to identify any system constraints resulting from the requested transmission service.
- 3.0 As referenced in Section B of Attachment D to the Joint OATT, Transmission Provider will perform the System Impact Study using detailed criteria and processes as set forth in the Transmission Provider's annual FERC Form No. 715 submittal.

- 4.0 Transmission Provider reserves the right to request additional technical information from Transmission Customer as may reasonably become necessary during the course of the System Impact Study.
- 5.0 Pursuant to Section 32.1 of the Joint OATT, Transmission Customer agrees to reimburse the Transmission Provider for performing the required System Impact Study.
- 6.0 Pursuant to Section 32.2 of the Joint OATT, Transmission Provide estimates that the actual cost of the System Impact Study is \$10,000. Upon receipt of the System Impact Study, Transmission Provider shall charge and Transmission Customer shall pay the actual cost of the System Impact Study.
- 7.0 Pursuant to Section 32.3 of the Joint OATT, Transmission Provider will use due diligence to complete the System Impact Study within sixty (60) days.
- 8.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

**Transmission Provider:**

Duke Energy Florida, LLC  
6565 38<sup>th</sup> Avenue North  
St. Petersburg, FL 33710  
Attn: Manager, Tariff Administration  
TABS.FL@duke-energy.com

**Transmission Customer:**

City of Quincy, Florida  
ATTN: Richard Ash  
404 West Jefferson Street  
Quincy, FL 32351  
[Rash@myquincy.net](mailto:Rash@myquincy.net)

- 9.0 After Transmission Provider tenders this Agreement to Transmission Customer, Transmission Customer shall execute this Agreement and return it to the Transmission Provider within fifteen (15) days in order for Transmission Customer's service request to remain a Completed Application.
- 10.0 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

The obligations in this section will not be limited in any way by any limitation of subcontractor's insurance.

- 11.0 Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of Florida, without regard to its conflicts of law principles.
- 12.0 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.
- 13.0 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by the Parties.
- 14.0 Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.
- 15.0 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 16.0 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 17.0 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

18.0 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**[Signatures on Following Pages.]**

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year written below.

**DUKE ENERGY FLORIDA, LLC, as Transmission Provider**

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

Name: Christopher Suarez

Title: Manager, System Operations

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

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year written below.

**CITY OF QUINCY, FLORIDA, as Transmission Customer**

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

Name: Freida Bass-Prieto

Title: Mayor

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

Approval of Contract for  
Power Purchases with  
Southeastern Power  
Administration

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

**Date of Meeting:** February 27, 2024

**Date Submitted:** February 21, 2024

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

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

**Subject:** Approval of Contract for Power Purchases with  
Southeastern Power Administration

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**Statement of Issue/Justification:** Southeastern Power Administration (SEPA) is a branch of the US Department of Energy. SEPA is responsible for marketing hydroelectric power produced from dams operated by the U.S. Army Corp. of Engineers in the in numerous southern states.

The dams were constructed in the 1950's as part of the Flood Control Act of 1944. Hydroelectric Power Facilities were added to the dams to produce power for sale to pay for the operation and maintenance of the dams.

Public power utilities such as municipal power systems (City of Quincy) and rural cooperatives receive preference in the sale of power from SEPA. The amount of SEPA power a utility can purchase is derived from the utilities annual KWH sales and is referred to as an allotment.

The City of Quincy buys power for resale from Florida Power & Light (FP&L) and SEPA. FP&L power is part of the wholesale power market. The City of Quincy puts out a request for bids to purchase power from the wholesale power market every seven years. We receive a power allotment from SEPA each year.

SEPA power is all hydroelectric generated which is much cheaper than power generated from other fuel sources. If the City of Quincy did not receive the SEPA allotment then we would have to pay for the percentage of power we receive from SEPA at the higher cost charged by FP&L, so it helps to keep our costs low.

The SEPA power marketing policy was changed and was posted in the Federal register Nov. 2023. This requires a new contract between the City of Quincy and SEPA by April 21, 2024. Utilities staff has been in discussions with SEPA since Oct. 2022 to understand the changes to the marketing policies. The changes allow SEPA more flexibility in the marketing of excess power.



The final SEPA power marketing policy was published in Nov. 2023. The rate and capacity allotted to Quincy are unchanged.

**Conclusion/Background/Recommendations:** To ensure the City of Quincy has the ability to continue to purchase low-cost power from SEPA, a power purchase agreement has to be approved by April 21, 2024.

**General Recommendation:** Staff recommends the Commission approve the SEPA power purchase agreement.

**Options:**

Option 1: Vote to approve the SEPA power purchase agreement.

Option 2. Advise staff how to move forward.

**Staff Recommendation:**

**Option 1**

**Attachment(s):** SEPA power purchase agreement.

CONTRACT

executed by

THE UNITED STATES OF AMERICA

acting by and through the

SOUTHEASTERN POWER ADMINISTRATION

and

CITY OF QUINCY, FLORIDA

0.1 THIS CONTRACT executed as of \_\_\_\_\_, by and between the UNITED STATES OF AMERICA (hereinafter called the Government), Department of Energy, acting by and through the Southeastern Power Administrator (hereinafter called the Administrator), and CITY OF QUINCY, FLORIDA (hereinafter called the Purchaser), a municipal corporation organized and existing under the laws of the State of Florida;

WITNESSETH: That,

0.2 WHEREAS the Secretary of Energy is authorized by Section 5 of the Flood Control Act of 1944 (16 U.S.C. 825s) to transmit and dispose of electric power and energy generated at reservoir projects under the control of the Department of the Army, and the Secretary of Energy, by Interim Management Directive No. 0204, dated October 3, 1977, as extended, has delegated to the Administrator his authority under said Section 5 with respect to projects then or thereafter constructed

in the States of West Virginia, Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Tennessee, and Kentucky; and

0.3 WHEREAS the Department of the Army has constructed a reservoir project on the Apalachicola, Chattahoochee and Flint River Basin known as the Jim Woodruff Project (hereinafter called the Project), together with generating facilities whose output in excess of the requirements of the Project will be disposed of by the Administrator; and

0.4 WHEREAS said Section 5 of the Flood Control Act of 1944 directs that preference in the sale of such power and energy be given to public bodies and cooperatives; and

0.5 WHEREAS pursuant to the terms of the above-quoted statute, it is the intention and purpose of the Government to provide for the sale of, and it is the desire of the preference customers to purchase capacity and energy from the Project consistent with the securing of a dependable arrangement for the transmission and delivery of such capacity and energy to such preference customers' electric systems; and

0.6 WHEREAS the Administrator has secured arrangements with Duke Energy Florida (hereinafter called the Company) under the terms and conditions set forth under the Company's Open Access Transmission Tariff ("Tariff") whereby such transmission of capacity and energy for the account of the government can be accomplished;

0.7 WHEREAS, the parties hereto have agreed to sell and purchase power on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

Section 1. Effective Date and Term of Contract.

This contract shall become effective, and all obligations of the parties hereto with respect to the delivery of power and payment therefor shall commence at midnight, April 21, 2024, and shall continue in effect until terminated by the Purchaser upon written notice given to the Government not less than twenty-five (25) months in advance of the date of termination specified herein, or by the Government upon written notice given to the Purchaser of not less than twenty-four (24) months in advance of the date of termination specified herein; provided, that no such termination shall be effective prior to midnight, April 21, 2044. Provided further, this contract shall be contingent upon the Government securing alternate arrangements for the necessary services in the event of termination or cancellation of the Government-Company Contract.

Section 2. Capacity and Energy To Be Made Available.

2.1 The Government will make available and sell to the Purchaser during the term of this contract, and the Purchaser will purchase from the Government 8,400 kilowatts of capacity.

2.2 The Government will sell to the Purchaser and the Purchaser will purchase from the Government, during the term of this contract, a ratable percent of the energy made available from the

Project based on Purchaser's allocation of Government power to the sum of all the allocations of Government power from the Project in each billing month, less losses.

2.3 The Purchaser has initially elected to receive its Government Power at the point of interconnection of the Project with the Company. The Purchaser may designate another agent for scheduling, but such agent must be acceptable to the Government and a 30-day written notice prior to the effective date is required to give the Government sufficient time to establish necessary arrangements with the new designated agent, other conditions may apply.

Section 3. Points of Delivery and Characteristics of Power.

3.1 The capacity and energy made available hereunder shall be delivered to the Company's transmission and distribution system at mutually agreeable points in the vicinity of the Project's power station or at such points of delivery as may subsequently be established by agreement between the Company and the Purchaser.

3.2 Electric capacity and energy supplied hereunder will be three-phase alternating current at a nominal frequency of sixty (60) hertz.

Section 4. Conditions of Service.

The Purchaser shall at its own expense provide, arrange for and maintain transmission service necessary to receive allocations of Government power from the Project.

Section 5. Rates for Capacity and Energy.

5.1 The Purchaser will pay the Government each billing month for capacity and energy made available and delivered pursuant to Section 2 hereof in accordance with rate schedule attached hereto, which may be amended in accordance with Section 5.3.

5.2 The rates specified in subsection 5.1 shall be subject to interim approval by the Deputy Secretary of the Department of Energy or as delegated and to final confirmation and approval by the Federal Energy Regulatory Commission (hereinafter called FERC).

5.3 The rates and charges for the sale of capacity and energy under this contract shall be subject to periodic adjustment on October 1 of any year; provided, that any adjusted rates or charges shall not become effective unless and until confirmed and approved on an interim basis by the Deputy Secretary of the Department of Energy or as delegated and shall be subject to final confirmation and approval by FERC. The Government shall notify the Purchaser in writing at least six (6) months prior to the effective date thereof of any proposed adjustment in rates and charges including the amount of such proposed adjustments and the reasons therefor. The Government will provide, upon request by the Purchaser, detailed information used to determine the adjustments in the rates and charges. The Government shall also notify the Purchaser promptly in writing of any adjustments in rates and charges when confirmed and approved by FERC. If such adjusted rates and charges result in increased costs to the Purchaser, the Purchaser may cancel this contract upon giving the Government written notice of cancellation within thirty (30) days after receipt of notice from the Government advising of such adjusted rates and charges, such cancellation to become effective at a time specified

by the Purchaser not less than one (1) year nor more than three (3) years from the effective date of the adjusted rates and charges; provided, however, that the Purchaser shall pay the adjusted rates and charges from the date they become effective until the effective date of cancellation.

5.4 The adjustment of rates and charges pursuant to subsection 5.3 may allow an automatic pass-through of transmission, purchased energy, and other miscellaneous expenses incurred by the Government. The amount and effective date of any adjusted rate will coincide with any adjustment experienced by the Government.

6. Meters and Metering.

(a). The electric capacity and energy delivered hereunder will be measured at or as of the point of interconnection of the Company and Project. When measurement is made at any location other than the point of interconnection, suitable adjustment for losses between the point of measurement and the point of delivery shall be agreed upon in writing between the parties hereto and shall be applied to all measurements so made.

(b). Meters used for measuring capacity and energy delivered into the Company's system for the account of the Purchaser shall be provided without expense to the Purchaser. Each meter shall be tested at least once each year by the owner thereof. Representatives of the Purchaser shall be afforded opportunity to witness such tests.

(c). The Purchaser may at its expense install such check meters as it may desire.

(d). If requested by the Purchaser, the Government shall cause any meters used for determining billing under this contract to be tested, and any necessary adjustments, repairs or replacements thereof to be made.

(e). In the event any meter used for billing under this contract fails to register or is found to be inaccurate, appropriate billing adjustments shall be made based on the best information available.

Section 7. Billing and Payments.

7.1 The billing month under this contract shall end at 12:00 midnight Central Prevailing Time on the last day of each calendar month.

7.2 Bills for each billing month's service shall be rendered promptly to the Purchaser. The due date for payment of such bill shall be paid on or before the twentieth (20th) day following the day of mailing.

7.3 In the event the Purchaser's provider of transmission services gives notice to terminate transmission services required to provide the benefits under this Contract, the Government retains the right to obtain alternative transmission arrangements. In that event, the Government will charge the Purchaser at the same rate the Government pays for the services.

7.4 In the event the Purchaser's provider of scheduling services gives notice to terminate scheduling services required to provide the benefits under this Contract, the Government



retains the right to obtain alternative scheduling arrangements. In that event, the Government will charge the Purchaser at the same rate the Government pays for the services.

Section 8. Nonpayment of Bills.

If the Purchaser fails to pay any amount due under this contract within twenty (20) days from the date of mailing of applicable bills, such amount shall be considered overdue and an interest charge or charges will be added equal to the sum of (1) \$150.00 and (2) an amount calculated in the following manner: the current or other appropriate value of funds as determined by the U. S. Department of Treasury pursuant to the Treasury Fiscal Requirements Manual is to be applied on a daily basis to the unpaid portion of the bill for each day of the period from and after the due date to and included the date of payment in full.

9. Service Interruption.

(a). No credit shall be allowed the Purchaser for any interruption or curtailment of capacity and energy delivered to the Purchaser by the Government of less than one-hour duration, for any interruption or curtailment of such delivery (regardless of duration) resulting from conditions on the Purchaser's system, or for any interruption or curtailment of such delivery of one hour or longer duration which has been planned and agreed to in advance by the operators of the systems of the parties hereto. All such agreements shall be confirmed in writing.

(b). When energy delivery to the Purchaser's system for the account of the Government is reduced or interrupted for one hour or longer, and such reduction or interruption is not due to conditions on the Purchaser's system or has not been planned and agreed to in advance, the demand charge for the month shall be appropriately reduced.

Section 10. Default Due to Force Majeure.

Neither the Government nor Purchaser shall be considered to be in default of this Agreement if prevented from fulfilling an obligation by reason of force majeure, including but not limited to any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. Either Party rendered unable to fulfill any obligation by reason of force majeure shall make all reasonable efforts to perform its obligations.

Section 11. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Section 12. Notices.

Any notice, demand, or request specifically required by the contract or these provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

Section 13. Officials Not To Benefit.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise here from but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

Section 14. Waivers.

Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

Section 15. Transfer of Interest in Contract.

No voluntary transfer of this contract or of the rights of the respective parties hereto shall be made without the written approval of the Secretary of Energy or the Purchaser; provided, that any successor to or assignee of the rights of the transferor, whether by voluntary transfer, legislatively authorized sale, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of this contract to the same extent as though such successor or assignee were the original contractor hereunder; and provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sale made thereunder, shall not be deemed voluntary transfers within the meaning of this Section 15.

Section 16. Termination of Existing Contract.

Subject to the provisions of Section 1 hereof, the existing contract between the Government and the Purchaser dated July 19, 1957, as amended, (designated as Contract No. 89-00-1501-200) will terminate upon the effective date of this contract; provided that all liabilities accrued as of the date of termination shall be preserved.

Section 17. Conservation Measures.

Each customer purchasing the Government's power shall agree to take reasonable measures to encourage the conservation of energy by ultimate consumers.

Section 18. Contingent Upon Appropriations.

This contract is made contingent upon Congress making available the necessary funds to enable the Administrator to carry out the provisions of this contract. In the event such appropriation or other provision for payment is not made, this contract shall be subject to termination or renegotiation.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as of the day and year first above written.

UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY

By \_\_\_\_\_  
Administrator  
Southeastern Power Administration  
1166 Athens Tech Rd.  
Elberton, GA 30635

CITY OF QUINCY, FLORIDA

By \_\_\_\_\_  
City Manager  
CITY OF QUINCY, FLORIDA

ATTEST:

\_\_\_\_\_

United States  
Department of Energy  
Southeastern Power Administration

Wholesale Power Rate Schedule JW-1-L

Availability:

This rate schedule shall be available to public bodies and cooperatives served by Duke Energy Florida and having points of delivery within 150 miles of the Jim Woodruff Project (hereinafter called the Project).

Applicability:

This rate schedule shall be applicable to firm power and accompanying energy made available by the Government from the Project and sold in wholesale quantities.

Character of Service:

The electric capacity and energy supplied hereunder will be three-phase alternating current at a nominal frequency of 60 cycles per second delivered at the delivery points of the customer.

Monthly Rate:

The monthly rate for capacity and energy made available or delivered under this rate schedule shall be:

Demand Charge:

\$8.46 per kilowatt of monthly contract demand

Energy Charge:

22.32 mills per kilowatt-hour

Purchased Power Pass-Through:

In addition to the capacity and energy charges, each preference customer will be charged for power purchased by Southeastern on behalf of the preference customer. This pass-through will be computed as follows:

Each month, Duke Energy Florida provides Southeastern with the meter readings for preference customers' delivery points that have an allocation of capacity from Southeastern. Subsequently, Duke Energy Florida provides Southeastern with reports of purchased power and support

capacity requirements around the 10th of the succeeding month. Southeastern computes its purchased power obligation for each delivery point monthly. Southeastern computes any revenue from sales to Duke Energy Florida for each delivery point monthly. Southeastern sums the purchased power obligation and any revenue from sales to Duke Energy Florida for each preference customer monthly. The purchased power obligation minus any revenue from sales to Duke Energy Florida for each customer is called the Net Purchased Power Cost. Southeastern charges each customer its respective monthly Net Purchased Power Cost in equal portions over the next eleven billing months.

Billing Demand:

The monthly billing demand for any billing month shall be the lower of (a) the Customer's contract demand or (b) the sum of the maximum 30-minute integrated demands for the month at each of the Customer's points of delivery; provided, that, if an allocation of contract demand to delivery points has become effective, the 30-minute maximum integrated demand for any point of delivery shall not be considered to be greater than the portion of the Customer's contract demand allocated to that point of delivery.

Contract Demand:

The contract demand is the amount of capacity in kilowatts stated in the contract which the Government is obligated to supply and the Customer is entitled to receive.

Energy Made Available:

During any billing month in which the Government supplies all the Customer's capacity requirements for a particular delivery point, the Government will make available the total energy requirement of said point. When both the Government and Duke Energy Florida are supplying capacity to a delivery point, each kilowatt of capacity supplied to such point during such month will be considered to be accompanied by an equal quantity of energy.

Billing Month:

The billing month for power sold under this schedule shall end at 12:00 midnight on the last day of each calendar month.

Conditions of Service:

The customer shall, at its own expense, provide, install, and maintain on its side of each delivery point the equipment necessary to protect and control its own system. In so doing, the installation, adjustment, and setting of all such control and protective equipment at or near the point of delivery shall be coordinated with that which is

installed by and at the expense of Duke Energy Florida on its side of the delivery point.

Service Interruption:

When energy delivered to the Customer's system for the account of the Government is reduced or interrupted for one hour or longer, and such reduction or interruption is not due to conditions on the Customer's system or has not been planned and agreed to in advance, the demand charge for the month shall be appropriately reduced.

October 1, 2021