



City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

www.myquincy.net



COMMISSION MEETING

Tuesday, December 28, 2021

6:00 PM

City Hall Commission Chambers

City Commission

Mayor Ronte R. Harris - District III

Mayor Pro-Tem Keith A. Dowdell - District I

Commissioner Angela G. Sapp - District II

Commissioner Freida Bass-Prieto - District IV

Commissioner Anessa A. Canidate - District V

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



**City of Quincy, Florida
Regular City Commission Meeting**

AGENDA

**December 28, 2021
6:00 P.M.**

City Hall Commission Chambers

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Special Presentations

Proclamations

Items for Consent by the Commission

1. Approval of Corrected Minutes of the November 23, 2021 Regular Meeting
 - Janice Shackelford, City Clerk
2. Approval of Minutes of the December 14, 2021 Regular Meeting
 - Janice Shackelford, City Clerk
3. Approval of Minutes of the December 17, 2021 Special Meeting
 - Janice Shackelford, City Clerk
4. Fire Monthly Reports: Monthly Activity Report | District Calls
 - Dr. Beverly Nash, Acting City Manager
 - Anthony Baker, Fire Chief

Public Hearings and Ordinances as Scheduled or Agendaed

5. Ordinance 1121-2021 - Sign Ordinance on Second Reading
 - Dr. Beverly Nash, Acting City Manager
 - Gary A. Roberts, City Attorney

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

Reports, Requests and Communications by the City Manager

6. Audit Engagement Extension
 - Dr. Beverly Nash, Acting City Manager
 - Timothy Ashley, Police Chief

7. Police Department Request for Tasers Purchase
 - Dr. Beverly Nash, Acting City Manager
 - Timothy Ashley, Police Chief

Reports by Boards and Committees

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

8. Acting City Manager
 - Mayor Ronte Harris, District 3

Comments

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

Comments from the Audience

Adjournment

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105. Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 618-0020 in advance.

Corrected Copy

**CITY COMMISSION
Tuesday, November 23, 2021
6:05 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 Tuesday, November 23, 2021, with **Mayor Ronte Harris** presiding and the following

Commissioners present:

Mayor Pro-Tem Keith A. Dowdell
Commissioner Angela G. Sapp
Commissioner Freida Bass-Prieto
Commissioner Anessa A. Canidate

City Staff and Guests:

Jack L. McLean Jr., City Manager
Marcia Carty, Finance Director
Gary Roberts, City Attorney
Janice Shackelford Clemons, City Clerk
DeCody Fagg, Parks and Recreations Director
Reggie Bell, Public Works Director
Ann Sherman, Director of Human Resources and Customer Service
Anthony Baker, Fire Chief
Vancheria Starling, Executive Assistant to the City Manager
Robin Ryals, Utilities Director
Charles Hayes, Procurement Officer
Jim Southerland Sr., WQTN-13 Administrator
Timothy Ashley, Police Chief

The regular in-person meeting was recorded, televised, and transmitted through TV Channel (WQTN-13) and Facebook. (Note: Digital formatted documents/media are public records.)

Called to Order:

Mayor Ronte Harris called the regular Commission meeting to order at 6:05 pm and requested a roll call.

Approval of Agenda

Mayor Harris stated that before the Commission is a printed amended agenda.

Commissioner Sapp offered a motion to approve the amended agenda as printed. Commissioner Canidate seconded the motion.

Mayor Harris stated that the amended agenda packet does not have material for agenda item #5, Revenues and Unfunded Items.

City Manager Jack L. McLean Jr. stated that the material for agenda item #5, Revenues and Unfunded Items, was emailed to the Commission this morning before noon.

City Manager Jack L. McLean Jr. stated that the material for agenda item #5, Revenues and Unfunded Items, are in the white notebook.

Mayor Harris stated that the Commission is receiving this material for the first time.

City Manager Jack L. McLean Jr. confirmed that the Commission is receiving material on agenda item #5 for the first time.

Mayor Harris stated that the Commission had requested that agenda items be received no later than Thursday.

Mayor Harris stated how the Commission can discuss materials not seen until this evening.

Mayor Harris stated that he is not in favor of the amended agenda as printed.

City Manager Jack L. McLean Jr. stated that Commissioner Bass-Prieto requested the item placed on the agenda.

Mayor Harris stated that his only request is to get the material to the Commission timely.

Commissioner Bass-Prieto stated her reasons for requesting Revenues and Unfunded Items placed on the amended agenda;

- The Commission had not finished completing the budget.
- She had been speaking on this matter several times.
- There are close to \$900,000 of unfunded items.
- It is unfair to the citizens, non-profits, and departments that the Commission did not complete the budget process timely.
- The Commission needs to decide on the unfunded items.

Mayor Harris suggested tabling agenda item #5, Revenues and Unfunded items.

Mayor Harris asked what the will and pleasure of the Commission is on agenda item #5.

Commissioner Bass-Prieto stated that she doesn't mind tabling item #5 until the next regular Commission Meeting.

Mayor Harris stated he had no issue scheduling a workshop before the next regular meeting.

Commissioner Bass-Prieto stated that this item had been discussed many times among the Commission.

Commissioner Bass-Prieto stated that the Commission needs to know where the City stands financially.

Commissioner Sapp amended her motion to table agenda item #5, Revenues and Unfunded Items, and approve the amended agenda as printed. Commissioner Canidate seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

Special Presentations

None

Proclamations

None

Items for Consent by the Commission

1. Approval of Minutes of the November 9, 2021, Regular Meeting

- Janice Shackelford, City Clerk

Summary of the Discussion by Staff and the Commission

Commissioner Bass-Prieto offered a motion to approve the minutes as printed. Mayor Pro Tem Dowdell seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

City Manager Jack L. McLean Jr. noted that during his comments, the minutes reflect the Christmas parade being held on December 21 instead of December 10.

Mayor Harris instructed the city clerk to check the November 9 recordings and correct the date.

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

2. Resolution 1416-2021 Christmas Parade Road Closure

- Jack L. McLean Jr., City Manager
- Timothy Ashley, Police Chief

3. Resolution 1417-2021 Rescission of Commission November 9, 2021 Vote

- Jack L. McLean Jr., City Manager
- Gary Roberts, City Attorney

Agenda Item #2: Resolution 1416-2021 Christmas Parade Road Closure

Summary of the Discussion by Staff and the Commission

RESOLUTION NO. 1416-2021 - Corrected

A RESOLUTION GRANTING THE REQUEST OF THE CITY OF QUINCY THE TEMPORARY ROAD CLOSING FOR THE 2021 GADSDEN COUNTY CHRISTMAS PARADE.

Police Chief Ashley stated that the police department is ready to provide services for the parade.

Police Chief Ashley stated that the police department would be in position two hours before the parade began.

Commissioner Sapp offered a motion to approve Resolution No. 1416-2021 temporary road closure for the Christmas Parade. Commissioner Bass-Prieto seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

Agenda Item #3: Resolution 1417-2021 Rescission of Commission November 9, 2021 Vote

Summary of the Discussion by Staff and the Commission

RESOLUTION NO. 1417-2021

RESOLUTION OF THE CITY OF QUINCY, FLORIDA, SETTLING A LAWSUIT FILED BY THE CITY MANAGER AND PROVIDING FOR COMPLIANCE WITH LAW.

City Attorney Gary Roberts stated that City Manager Jack L. McLean Jr. filed a lawsuit pursuant to the November 9 vote to freeze hiring and pay raises.

City Attorney Gary Roberts stated that he provided the Commission an opinion on November 10 regarding the November 9 vote.

City Attorney Gary Roberts stated that during the November 16 hearing, the judge suggested resolving the matter at the Commission level.

City Attorney Gary Roberts stated that the City filed a motion to dismiss.

City Attorney Gary Roberts stated that the hearing on the motion to dismiss is December 3.

City Attorney Gary Roberts stated that the judge is looking to see if he and Attorney Jazil could resolve the matter tonight and report to him in the am.

City Attorney Gary Roberts stated that he had prepared a resolution for this matter.

City Attorney Gary Roberts stated that the resolution could settle the lawsuit filed.

City Attorney Gary Roberts asked that the Commission accept the resolution.

City Attorney Gary Roberts stated after he and Attorney Jazil reviewed the lawsuit filed by the city manager, it appears that the Commission may have infringed on the city manager's rights to do his job.

City Attorney Gary Roberts reminded the Commission that litigation is costly.

City Attorney Gary Roberts stated that accepting the resolution is an excellent way to resolve the litigation.

Mayor Pro Tem Dowdell stated that his motion intended to allow the city manager to hire with the understanding when he did, he would inform the Commission.

Mayor Pro Tem Dowdell stated that he has significant concerns about the City's finances.

Mayor Pro Tem Dowdell stated how negotiations could go forth with the police and fire departments not knowing the City's financial status.

Mayor Pro Tem Dowdell stated that the police and fire departments expect a salary increase.

Mayor Pro Tem Dowdell asked why the City has so many bank accounts.

Mayor Pro Tem Dowdell stated that the auditor expressed to him that it is unusual for a City this size to have numerous bank accounts.

Mayor Pro Tem questioned the location of the City's bank accounts.

Mayor Pro tem Dowdell stated that he is burdened with the City's finances.

Mayor Harris stated that he had no issue with the rescission.

Mayor Harris stated that the Commission voted to place restrictions on the city manager due to a management issue.

Mayor Harris stated that the city manager hired and paid an individual \$68,000 to work on the smart grid without the knowledge of the Commission.

Mayor Harris stated that it was the Mayor Pro Tem that kept inquiring about the smart grid contract and found it to be unsigned.

Mayor Harris stated that a person was hired as a grants writer before the position was available.

Mayor Harris stated that he knew of no other way but to deal with the problem hence the 30-day notice and move on.

Mayor Harris asked how the Commission can provide oversight to a city manager who does what he pleases.

Mayor Harris stated that he is not comfortable giving free rein to the city manager during the next 24 days.

Mayor Harris stated that he found out through a lawsuit that the City needed to hire police officers.

Mayor Harris stated that the city manager never brought to the Commission's attention the need to hire police officers.

Mayor Harris stated that the Commission would never vote not to hire police officers.

Mayor Harris stated that the city manager has an obligation by the charter to inform the Commission on items that affect the City financially.

City Attorney Gary Roberts stated that the judge determined the emergency injunction filed by City Manager Jack L. McLean Jr., not an emergency.

Mayor Harris stated that:

- With all of the pomp and circumstances written in the newspaper about needing police officers, the judge opined that the city manager's lawsuit was not an emergency.
- The newspaper projected that the City was in chaos.
- The City went several months without a police chief.
- The Commission forced the city manager to provide a deadline to hire a police chief and other vacant positions.

- The Commission every month receives a human resources report on job vacancies.
- The police departments vacancies were not reflected on the human resources monthly report.
- The human resources reports are not true and accurate.
- The Commission should have known about the vacancies in the police department before the city manager's lawsuit.

Commissioner Bass-Prieto offered a motion to request an audit from the Auditor General's Office of the State of Florida. Mayor Harris seconded the motion.

Mayor Pro Tem Dowdell stated that he has no issues with the auditor general's audit.

Mayor Pro Tem Dowdell stated that the Commission needs to give its concerns to the auditor general.

Commissioner Bass-Prieto stated that the auditor general has a format for doing audits.

Commissioner Bass-Prieto stated that the auditor general's audit is thorough.

Commissioner Bass-Prieto stated that the other option is a forensic audit, which looks for misuse of funds.

Commissioner Bass-Prieto stated that the auditor general would look into everything.

Commissioner Canidate stated that the check and balances are her concerns.

Commissioner Canidate suggested a forensic audit.

Commissioner Sapp asked City Attorney Gary Roberts to research the differences in a forensic and auditor general's audit.

Commissioner Bass-Prieto amended her motion to approve an audit from the auditor general's office or a forensic audit. Mayor Harris seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

Commissioner Sapp offered a motion to approve Resolution 1417-2021, the Rescission of the Commission November 9, 2021 vote. Commissioner Bass-Prieto seconded the motion.

Mayor Harris stated:

- That he supports the motion.
- He cares about the City of Quincy.
- What is the City's recourse regarding the reckless behavior of the city manager?

City Attorney Gary Roberts stated that he doesn't believe that the city manager would be careless when making decisions.

City Attorney Gary Roberts stated that the resolution states that everyone, including the city manager, must comply with the city charter.

City Attorney Gary Roberts stated that if the resolution passes, the litigation becomes moot.

Mayor Harris asked if the vacancies in the police department were budgeted.

Finance Director Marica Carty stated that all of the positions in the current budget are budgeted.

Police Chief Ashley confirmed that the police department needs five police officers.

Police Chief Ashley stated that some are going through the hiring process.

Mayor Pro Tem Dowdell stated that before hiring Police Chief Ashley, the city manager expressed to the Commission that the police department had no vacancies.

Mayor Harris stated that it is not the intent of the Commission to hinder the hiring of police officers.

Commissioner Bass-Prieto suggested listing departmental vacancies in the human resources monthly report.

Mayor Harris stated that before the post-budget workshops, he asked human resources for a list of vacancies.

Commissioner Bass-Prieto stated that it is unclear if some positions were added during the budget process.

With no further discussion, Mayor Harris asked what the will and pleasure on Resolution 1417-2021.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Candidate	Yes

The Motion Carried 5 to 0.

Reports, Requests, and Communications by the City Manager

None

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

4. Toys for Tots

- Jack L. McLean Jr., City Manager
- Mayor Ronte Harris, District 3

5. Revenues and Unfunded Items

- Jack L. McLean Jr., City Manager
- Commissioner Freida Bass-Prieto, District 4

Agenda Item #4: Toys for Tots

Summary of the Discussion by Staff and the Commission

Mayor Harris stated that he asked to place agenda item #4, Toys for Tots, on the agenda due to time restraints.

Mayor Harris stated that he understands Commissioner Bass-Prieto's concerns about funding the non-profits.

Mayor Harris stated that the Commission supported Toys for Tots for years.

Commissioner Bass-Prieto offered a motion to fund Toys for Tots from the Commission's Contingency Line-Item for \$5000. Mayor Harris seconded the motion.

Commissioner Sapp stated that she would like the Commission to fund the non-profits, especially the Gadsden Arts Center who has always done excellent work and provided transparency to the Commission.

Mayor Harris stated that he would send the city manager a recommended agenda before the next Committee meeting to include funding of the non-profits.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

Mayor Harris requested that the city manager provides the distribution schedule for Toys for Tots.

Mayor Harris stated that maybe the Commission would volunteer with Toys for Tots during its distribution.

Comments

City Manager Jack L. McLean Jr.

- Cameras are up and running on Steward Street in the November timeframe as promised.
- City Hall will be closed Thursday and Friday in observance of Thanksgiving.
- Thanked all of the directors, especially Ann Sherman, for putting together the Thanksgiving baskets.
- Stated that each basket included a turkey and fixings for a complete Thanksgiving meal.
- Stated that forty families received a Thanksgiving basket.
- Stated that the Christmas lighting ceremony is on December 10.
- Thanked the two commissioners who donated towards the advertisement for the December 10 mailer.
- Stated that he welcomed a forensic audit.
- Stated that the forensic audit is costly.
- Stated that the City spent approximately \$130,000 on a forensic audit.
- Stated that the City conducted a forensic audit, and the findings were no more than what was known.
- Hopeful that the auditor general audit is not as expensive.
- Stated that the auditor general provides for more of a detailed audit.
- Stated that he welcomed the auditor's general audit and believes that there is a great deal and hopefully some innocent misunderstandings regarding the budget process.
- Stated that the number of bank accounts went down.
- Stated that the bank accounts were delivered on three occasions to the Commission and through a public records request.
- Stated that in the prior year's budget, the first investigative position was created.
- Stated that in this year's budget, the Commission created additional investigative positions.
- Stated that these positions were identified in the November 20 anti-crime fund and would be funded through the regular budget.
- Stated that there is a separate distinction between the \$100,000 placed in the anti-crime fund and the law enforcement police budget.
- Stated that these positions were part of the budget the city manager recommended, and the Commission approved.
- Stated that on November 8, Police Chief Ashley was sworn in and identified positions he wanted to create.
- Stated that the November 9 vote hiring freeze vote disabled the police department from moving forward on the chief's request.

- Stated that his lawsuit was about a declaration of rights for all parties to adhere to the charter.
- Stated that the charter provides for oversight.
- Stated that he spoke with three-five past city managers.
- Stated that the past city managers all agreed that Mayor Pro Tem Dowdell's motion interferes in day-to-day operations.
- Stated that a 2-15 is a part of the oversight.
- Stated that the example of \$55,000, \$68,000, and \$50,000 have been discussed on several occasions.
- Stated that the Commission did not help fill the IT position and stood in the way of filling the position.
- Stated that the city manager would not be reckless in the next 24 days and had not been reckless.
- Stated that the Commission would have the same oversight from the city manager.
- Stated that the city manager had placed the City in a better position while going through a hurricane and coming out in good shape.
- Stated that the City has \$2 million in reserves, which the City did not have before he got there.
- Stated that we will allow the auditor general to comment about the City's position.
- Stated that the City's position is getting difficult not because of the economy but due to the collective decisions.
- Stated that the City is not in a good position, and he would lay it out in due time.
- Stated that the Commission played a role, and he did too.
- Stated that the City is better off than it has been in 10-15 years.
- Stated that the problem is what the City does over the next three years.
- Stated that the first year the City received a perfect audit with no comments.
- Stated that the City gets a financial stress test every year through the audit process.
- Stated that when you don't like the city manager, do get into murky waters and speak on nick picky items.
- Stated that the Commission had a right to change the city manager but not to scare the public and say that the City was in bad shape.
- The public expects more from us.
- Stated that if we stick to the charter, we would be okay.
- Stated that you can get the leader you want, or the people can get the leader they choose.

City Attorney Gary Roberts

- No comments

City Clerk Janice Shackelford

- No comments

Commission

Commissioner Bass-Prieto

- Wished everyone a joyful and happy Thanksgiving.
- Stated that the pandemic placed a damper on things.
- Stated that Main Street, the County, and the City collaborated in lighting up Quincy for the holidays.
- Invited everyone out to Mistletoe Market on December 4.
- Stated that there is a lighting contest for businesses and residents.
- Stated that hopefully, some traditions could be established that can be passed on.
- Stated that after the Christmas parade, there would be food trucks.
- Stated that the Christmas parade is on December 10, starting at 6 pm.

Commissioner Sapp

- Asked that the post-budget workshops be minimal and that the Commission should come to the workshop and plan to take care of business.
- Appreciates the cameras going up on Stewart Street.
- Stated that more cameras would be going up throughout the City.
- Thanked Police Chief Ashley and Asst. Chief Mixson's for their video about the cameras and their usefulness.
- Thanked the city manager and others who helped get the cameras up.
- Stated that the stop signs along MLK are doing the job and slowing down traffic.
- Looking forward to the Thanksgiving holiday and wished everyone a Happy Thanksgiving.

Commissioner Canidate

- Wished the citizens a Happy Thanksgiving.
- Excited to hear the cameras are up.
- Asked if the IT position was filled.
- Thanked Ms. Helen Jackson for coming and speaking.
- Stated that she is committed to doing her best for the residents of Flagler Street.

City Manager Jack L. McLean Jr. responded to Commissioner Canidate's question.

- Stated that the IT position is not filled.
- Stated that he is working on filling the position through contract.
- Stated that he has approved invoices for work being completed in IT.
- Stated that the individual working on IT would prefer a vendor relationship as opposed to a contract relationship.
- Stated that there is not an IT employee.
- Stated that he's reviewing the contract.
- Stated that if the contract exceeds his authority, he will bring it to the Commission's attention.

Mayor Pro Tem Dowdell

- No comments

Mayor Harris

- Asked the city manager about the completion date of the smart grid.
- Asked the city manager for an update on police and fire negotiations.
- Asked the city manager to provide the status on projects before December 16.
- Stated that the city manager shared many accomplishments.
- Stated that the complaint from the residents on Flagler Street matters the most to him.
- Stated that what matters to people involves everyday living.
- Stated he, too, had made a tough decision.
- Stated his concerns on the phone not being answered at city hall, rudeness to customers, no returned phone calls, and lack of assistance.
- Stated that someone said that nothing had changed at city hall, but a picture on the wall.
- Stated that he had supported and defended the city manager.
- Stated that it was time to move for the citizens towards things that matter to them.
- Stated that he was described as an angry black man in a previous meeting.
- Stated that he would accept that title as an angry black man due to being compassionate about getting things done.
- Stated that the Commission must serve who elected them.
- Stated that the citizens want relief.
- Stated that change is painful but necessary.
- Wished everyone a Happy Thanksgiving.
- Stated to the believers to enjoy life and do the best you can while here because when crossing the other side, there will be a halleluiah good time.

City Manager Jack L. McLean Jr. responses to Mayor Harris:

- The smart grid would not be completed by December 16.
- Stated that the police negotiations is scheduled for next week.
- Stated that he would provide the Commission with an update after the police negotiation.

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Comments from the Audience

Bobby Clemons, 1236 Canal St in Quincy, FL, asked the following questions:

- What is the criteria for getting speed humps?
- Who decides where speed humps are placed?
- What are the specifications on speed humps?

Public Works Director Reggie Bell responses to Bobby Clemons:

- A citizen must request speed humps.

- Conducts a petition from the neighbors where the speed hump is to be placed.
- Consults with the police department for safety measures.
- Petition is given to the city manager for approval.
- Public Works uses the City of Tallahassee's specifications.
- A speed hump ahead sign is placed before going over the actual speed hump.

Bobby Clemons followed up with the following responses:

- There are three-speed humps within 100 yards of each other.
- Stated that a neighbor with a high-performance vehicle is moving, and the residents are left with three-speed humps.
- Stated that this is unfair.
- Prepared to bring the City his bill for a front-end alignment.
- Stated that there are no speed humps ahead sign in this example.
- Stated that the City does not have its own specifications.

City Manager Jack L. McLean Jr. stated that he would asked Public Works Director Reggie Bell to provide the specifications used for speed humps to Bobby Clemons.

City Manager Jack L. McLean Jr. stated that specifications change from time to time.

Nekeshia Harris, no address provided, made the following comments:

- Provided part 2 for YouRising Crime Prevention Initiative.
- Stated that she and Rev. Nikki Clemons are determined to get into the community and not just be pastors.
- Utilizes the capstone project.
- Stated that YouRising is an evidence-based program.
- Utilizes the broken window theory.
- The organization is grassroots.
- Stated that the organization is local and willing to assist in preventing crime.

Helen Jackson, 2040 Flagler Street, Quincy, FL, made the following comments:

- Has lived on Flagler Street for more than 25 years.
- Has been dealing with the flooding issue for a long time.
- House floods and lost two cars due to excessive rain.
- No one provided her assistance to cover her lost.
- Stated that the residents on Flagler Street did not get a lawyer and sue the City.
- Stated that the City Manager had lost his job and went and got a lawyer to sue the City of Quincy.
- Stated that he should have lost his job and others should lose their job too.
- Stated that the citizens are not treated fairly.
- Stated that the residents on Flagler Street are afraid when it rains.
- Stated that there is never enough money to fix the flooding issue.
- State that something needs to be done about missing money.
- Stated that she's speaking for all residents living on Flagler Street.
- Stated that the street had been patched and not fixed.

Dr. Beverly Nash, 65 N Virginia St, Quincy, FL, made the following comments:

- Stated that the Girl Scouts for Gadsden County, the City of Quincy are well and alive.
- Stated that the Gateway Girl Scouts thank the Commission for the \$10,000 award towards crime prevention in the City.
- A person had been hired and being trained.
- Girls have been identified in the City to participate in the Girl Scouts.
- Develop a recruitment strategy and plan.
- Stating that the Girl Scouts will provide a progress report.
- Stated to City Manager Jack L. McLean Jr. to get respect, you have to give respect.
- Stated that she was disappointed after being terminated in the position of the grants.
- Stated that the city manager did not give her respect.
- Stated that she was on the team that rehired the city manager.
- Stated that she worked very hard and gave her finances towards the rehiring of the city manager.
- Stated that the city manager treated her as a stranger and did not have the decency to come to her.
- Stated that she feels disrespected and used.
- Stated that the city manager disappointed and hurt her.
- Stated that the city manager did not live up to the person she expected.
- Stated that the city manager is not a leader.
- Stated that a leader would have explained his intentions.
- Stated that she would not agree to lie for the city manager; he terminated her.
- Stated that she once respected the city manager but does not respect the city manager now.

City Manager Jack L. McLean Jr. responses to Dr. Beverly Nash:

- Stated that he did not like the decision he made.
- Stated that the paperwork speaks for itself.
- Stated that we were a part of a team.
- Stated that he did not enjoy making the decision.
- Stated that he intended to lift the suspension.
- Placed in the budget an administrative assistant before her 70 birthday to assist her.
- Stated that the last incident was with Hurricane Sally. The record in the personal file speaks for itself.
- Stated that he was sorry, it reached this point.

Summary of the Discussion on the City Manager's Position.

Commissioner Bass-Prieto offered a motion to put out an RFP for a city manager. Commissioner Sapp seconded the motion.

Commissioner Bass-Prieto stated that there is not much time.

Commissioner Bass-Prieto stated that the finance director is busy with the audit.

Commissioner Bass-Prieto stated that she would like to hire a new city manager as soon as possible.

Commissioner Sapp stated that she had heard comments that City Manager Jack L. McLean Jr. was brought back too soon.

Commissioner Sapp stated that the Commission appointed former City Manager Mike Wade without going through a process.

Commissioner Sapp stated that the Commission has an opportunity to get this done correctly.

Commissioner Sapp stated that she would like for the Commission to search for a city manager that would work with the Commission towards getting things done for the betterment of the community.

Mayor Harris stated that he had no issues with doing an RFP.

Mayor Harris stated that the Commission should undertake discussions on the process.

Mayor Harris stated that there would need to be an interim period until a permanent city manager is hired.

Mayor Harris stated that the city manager would still be discussed at the December 14 regular Commission meeting.

Commissioner Canidate stated that she would like to discuss the expectations for the city manager.

Commissioner	Vote
Mayor Harris	No
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	No

The Motion Carried 3 to 2.

The adjournment was motioned by Mayor Harris and seconded by Commissioner Sapp at 8:45 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:

Ronte Harris, Mayor, and Presiding
Officer of the City Commission and
of the City of Quincy, Florida

ATTEST:

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

CITY COMMISSION
Tuesday, December 14, 2021
6:01 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 Tuesday, December 14, 2021, with **Mayor Ronte Harris** presiding and the following Commissioners present:

Mayor Pro-Tem Keith A. Dowdell
Commissioner Angela G. Sapp
Commissioner Freida Bass-Prieto
Commissioner Anessa A. Canidate

City Staff and Guests:

Jack L. McLean Jr., City Manager
Marcia Carty, Finance Director
Gary Roberts, City Attorney
Janice Shackelford Clemons, City Clerk
DeCody Fagg, Parks and Recreations Director
Reggie Bell, Public Works Director
Ann Sherman, Director of Human Resources and Customer Service
Anthony Baker, Fire Chief
Vancheria Starling, Executive Assistant to the City Manager
Robin Ryals, Utilities Director
Charles Hayes, Procurement Officer
Jim Southerland Sr., WQTN-13 Administrator
Timothy Ashley, Police Chief

The Integrity Group
Law Offices of Levine and Stivers
Beth Kirkland
Dave Sumrall

The regular in-person meeting was recorded, televised, and transmitted through TV Channel (WQTN-13) and Facebook. (Note: Digital formatted documents/media are public records.)

Called to Order:

Mayor Ronte Harris called the regular Commission meeting to order at 6:01 pm and requested a roll call.

Approval of Agenda

Mayor Harris stated that there are two items to add to the agenda.

Mayor Harris stated that both items would go under special presentations.

Mayor Harris stated that the agenda items are; Mayor Pro Tem Dowdell's presentation and the Integrity Group.

Mayor Pro Tem Dowdell requested to add to the agenda item #24, 2-15 Consideration.

Mayor Pro Tem Dowdell offered a motion to table agenda items #13, #14, #18, #19, #20, #21, and #22 and add item #24 to the agenda along with the Integrity Group and Mayor Pro Tem Dowdell's special presentation. Mayor Harris seconded the motion.

Commissioner Sapp requested to table agenda item #16.

Mayor Pro Tem Dowdell amended his motion and accepted Commissioner Sapp's request to table agenda item #16. Mayor Harris seconded the amended motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	No
Commissioner Bass-Prieto	No
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 3 to 2.

Special Presentations

The Integrity Group

Summary of the Discussion by Staff and the Commission

Human Resources Director Ann Sherman stated that in September, the Commission approved the Integrity Group to seek funding related to damages caused by Hurricane Michael.

Human Resources Director Ann Sherman stated that the Integrity Group would provide an update.

Integrity Group Representative Mike Glover stated that the company had engaged with several engineers to establish proof of loss.

Integrity Group Representative Mike Glover stated that he is very optimistic regarding the outcome.

Integrity Group Attorney stated that the City met the statutory requirement, and the insurance company recognized the claim.

Integrity Group Representative Mike Glover stated that 68 structures in the City of Quincy are under consideration.

Integrity Group Representative Mike Glover stated that estimates would be provided to the insurance company in early January.

Mayor Pro-Tem Dowdell's Presentation

Mayor Pro Tem Dowdell stated that the City is in a transitional period.

Mayor Pro Tem Dowdell stated that the City needs to review where it has been, where we are, and where we're going.

Mayor Pro Tem Dowdell stated that he believes the City's operations should be reviewed.

Mayor Pro Tem Dowdell stated that he researched the topics on forensic audit and auditor general's audit.

Mayor Pro Tem Dowdell stated that he had engaged in conversations with people and received legal advice.

Mayor Pro Tem Dowdell stated that to keep away from unbiasedness, he believes it is best to seek outside assistance to review the City's financial status.

Mayor Pro Tem offered a motion to retain the Law Firm of Levine and Stivers LLC to provide oversight, advice, counsel, and, if necessary, litigation services with respect to all matters pertaining to the financial and contractual matters related to the City. Mayor Harris seconded the motion.

Mayor Pro Tem Dowdell stated that Levine and Stivers would assist in the transitional process.

Commissioner Sapp requested the city attorney's opinion of the motion.

City Attorney Gary Roberts stated that the auditor general would provide an objective finding.

City Attorney Gary Roberts stated that he and the city manager talked about an auditor general's audit.

City Attorney Gary Roberts stated that the city manager would guide the Commission on an auditor general's audit.

City Attorney Gary Roberts stated that he did not have an opinion yet on the motion made by Mayor Pro Tem Dowdell.

Commissioner Sapp requested that the city attorney look into what services the Law Firm of Levine and Stivers would provide to the City.

Commissioner Sapp stated that she did not want the City to incur unnecessary expenses.

Commissioner Bass-Prieto suggested doing the audit first and then hire a firm to investigate if needed.

Attorney Mark Levine stated that his law firm was asked to look over the City's books and contractual matters.

Attorney Mark Levine stated that there is a lack of information and an audit showing unaccounted money.

Attorney Mark Levine stated that his law firm would gather information and determine if an audit is required.

Attorney Mark Levine stated that his law firm had done this type of work a dozen times.

Attorney Mark Levine stated that the hourly rate is \$350.

Attorney Mark Levine stated that he would provide the Commission with reliable information.

Attorney Mark Levine stated that he would provide the Commission with a plan of action.

Attorney Mark Levine stated that he would like to meet with the auditor first.

Attorney Mark Levine stated that he would look at conflicts of interest.

Attorney Mark Levine stated that there are issues at the City of Quincy.

Attorney Mark Levine stated that his law firm is here to help.

Attorney Mark Levine stated that if there's a finding of money missing, he will pursue it.

Attorney Mark Levine stated that his law firm would provide information to help the Commission feel comfortable and the constituents feel confident.

Attorney Mark Levine stated that as a lawyer, he must report illegal activity.

Commissioner Sapp stated that some Commissioners were at odds with Levine and Stivers Law Firm during the Daniel McMillian incident and now desires to hire the law firm. Commissioner Sapp indicated that doesn't feel right.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	No
Commissioner Bass-Prieto	No
Mayor Pro Tem Dowdell	Yes
Commissioner Candidate	Yes

The Motion Carried 3 to 2.

Commissioner Sapp asked where the funds would come from?

Mayor Harris stated that City Attorney Gary Roberts would confer with the Law Firm of Levine and Stivers on the funding sources.

Proclamations

None

Items for Consent by the Commission

1. Approval of Minutes of the November 16, 2021, Special Meeting #1
 - Janice Shackelford, City Clerk
2. Approval of Minutes of the November 16, 2021, Special Meeting #2
 - Janice Shackelford, City Clerk
3. Approval of Minutes of the November 23, 2021, Regular Meeting
 - Janice Shackelford, City Clerk
4. Customer Service | Human Resources Monthly Report
 - Jack L. McLean Jr., City Manager
 - Ann Sherman, Human resources Director
5. Police Monthly Reports: Traffic Report | Monthly Crime Report
 - Jack L. McLean Jr., City Manager
 - Timothy Ashley, Police Chief
6. Fire Monthly Reports: Monthly Activity Report | District Calls
 - Jack L. McLean Jr., City Manager
 - Anthony Baker, Police Chief
7. Finance Monthly Reports: P-Card Statements | Allocations | Arrearage Report | Cash Requirements | Financial Report | Budget Transfers
 - Jack L. McLean Jr. City Manager
 - Marcia Carty, Finance Director
8. Code Enforcement Report | Building and Planning Permits Report
 - Jack L. McLean Jr. City Manager
 - Charles Hayes, Interim Planning Director
9. COIVD – 19 Implementation Plan Revision #2
 - Jack L. McLean Jr., City Manager
 - Ann Sherman, Human Resources Director
10. Land Use Change on E. Jefferson Street
 - Jack L. McLean Jr., City Manager
 - Charles Hayes, Interim Planning Director

Summary of the Discussion by Staff and the Commission

Commissioner Bass-Prieto offered a motion to approve the items for consent except for agenda items #2, Approval of Minutes of November 16, 2021, Special Meeting, #3, Approval of Minutes of November 23, 2021, Regular Meeting #10, and Land-use Change on E. Jefferson Street. Mayor Pro Tem Dowdell seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

Agenda Item #2 – Approval of Minutes of November 16, 2021, Special Meeting #2

Commissioner Bass-Prieto referred to page 2 of the minutes.

Commissioner Bass-Prieto stated that she and Commissioner Sapp voted yes and not no to table the discussion on the city manager to December 14.

City Clerk Janice Shackelford stated that Commissioner Bass-Prieto is correct.

City Clerk Janice Shackelford stated that Commissioner Bass-Prieto and Commissioner Sapp voted yes to table the city manager’s agenda item to December 14. Instead, both votes appeared in the minutes as no to not table the agenda item.

The vote passed 3-2 with Commissioner’s Bass-Prieto and Sapp voting no.

City Clerk Janice Shackelford noted the correction.

City Attorney Gary Roberts stated a correction to the minutes is needed on page 11.

City Attorney Gary Roberts stated that the third bullet under the city attorney’s comments date should read September 13, Hurricane Michael letter detailing malfeasance and misfeasance, and not December 13.

Commissioner Bass-Prieto offered a motion to accept the minutes with the corrections noted. Commissioner Canidate seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

Agenda Item #3 – Approval of Minutes of November 23, 2021, Regular Meeting

Commissioner Sapp stated that on page 4 of the minutes, Resolution No. 1416-2021 title is incorrect.

Commissioner Sapp stated that the resolution should be for the road closure for the Christmas Parade and not the Gadsden County High School Parade.

City Attorney Gary Roberts stated that the Resolution No. 1416-2021 title must be corrected.

City Attorney Gary Roberts suggested tabling approval of the minutes of the November 23, 2021, regular meeting until the resolution title is corrected

Commissioner Sapp offered a motion to table approving the minutes of the November 23, 2021, regular meeting. Mayor Harris seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Candidate	Yes

The Motion Carried 5 to 0.

Agenda Item #10 – Land Use Change on E. Jefferson Street

Interim Planning Director Charles Hayes stated that the request is to make changes to the City’s comprehensive plan Future Land Use Map (FLUM).

Interim Planning Director Charles Hayes stated that the proposed FLUM designations are similar to the designation that Gadsden County assigned to these properties.

Interim Planning Director Charles Hayes stated that the amendment proposal appeared before the Planning and Development Review Board on November 1.

Interim Planning Director Charles Hayes stated that the PDRB voted to approve the proposed land-use changes.

Interim Planning Director Charles Hayes stated that staff seeks approval on the E. Jefferson changes.

Commissioner Bass-Prieto offered a motion to approve the preparation of a draft ordinance and notifying the adjacent properties. Mayor Pro Tem Dowdell seconded the motion.

Commissioner	Vote
Mayor Harris	Yes

Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

Public Hearings and Ordinances as Scheduled or Agendaed

11. Ordinance 1121-2021 Sign Ordinance

- Jack L. McLean Jr., City Manager
- Gary A. Roberts, City Attorney

ORDINANCE NO. 1121-2021

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING AND REPEALING CERTAIN SECTIONS OF THE SIGN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item #11 – Ordinance No. 1121-2021

Summary of the Discussion by Staff and the Commission

Commissioner Sapp offered a motion to read Ordinance No. 1125-2021 by title only. Commissioner Canidate seconded the motion.

Commissioner Bass-Prieto requested clarification if Ordinance No. 1121-2021 is the same as Ordinance No. 1125-2021 in the agenda packet.

City Attorney Gary Roberts stated that the ordinances are the same.

City Clerk Janice Shackelford clarified the correct Ordinance No. is 1121-2021.

City Clerk Janice Shackelford polled the Commission on the first read of Ordinance No. 1121-2021.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

City Clerk Janice Shackelford read Ordinance No. 1121-2021.

City Attorney Gary Roberts stated that Ordinance No. 1121-2021 addressed the constitutional issue of compliance and lawsuit filed by New South.

City Attorney Gary Roberts stated that he and outside counsel drafted the sign ordinance to address the concerns of the Commission.

City Attorney Gary Roberts stated that the routine maintenance language is incorporated into the ordinance.

City Attorney Gary Roberts stated that the ordinance is constitutionally compliant and ready for acceptance.

Mayor Harris opened the public hearing on Ordinance No. 1121-2021.

Mayor Harris asked if there were any members of the public desiring to speak on Ordinance No. 1121-2021.

Mayor Harris closed the public hearing and turned Ordinance No. 1121-2021 over to the Commission for consideration.

Mayor Pro Tem Dowdell offered a motion to approve Ordinance No. 1121-2021 on the first read. Mayor Harris seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Candidate	Yes

The Motion Carried 5 to 0.

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

Reports, Requests, and Communications by the City Manager

12. Flagler Street Funding Consultant Agreement

- Jack L. McLean Jr., City Manager
- Reggie Bell, Public Works Director

~~13. Underground Utilities—Tabled~~

- ~~• Jack L. McLean Jr., City Manager~~
- ~~• Robin Ryals, Utilities Director~~

~~14. Housing Assistance—American Rescue—Tabled~~

- ~~• Jack L. McLean Jr., City Manager~~

- ~~• Robert Nixon, CRA Manager~~

15. Arbour Valley Annexation

- Jack L. McLean Jr., City Manager
- Charles Hayes, Interim Planning Director

~~16. Anti-Crime Prevention Grant Funding – Final Round – Tabled~~

- ~~• Jack L. McLean Jr., City Manager~~
- ~~• Charles Hayes, Interim Planning Director~~

17. Risk Management Claim for Marilyn Woods

- Jack L. McLean Jr., City Manager
- Charles Hayes, Interim Planning Director

~~18. 2021 Revenues and Unfunded Items – Tabled~~

- ~~• Jack L. McLean Jr., City Manager~~
- ~~• Marcia Carty, Finance Director~~

~~19. Departments Dire Needs - Tabled~~

- ~~• Jack L. McLean Jr., City Manager~~
- ~~• Marcia Carty, Finance Director~~

~~20. Unfunded Aid to Non-Profits – Tabled~~

- ~~• Jack L. McLean Jr., City Manager~~
- ~~• Marcia Carty, Finance Director~~

~~21. Police Department Requests: Dispatch Center | Firearms Purchase | Tasers Purchase – Tabled~~

- ~~• Jack L. McLean Jr., City Manager~~
- ~~• Timothy Ashley, Police Chief~~

~~22. Collective Bargaining Agreement/City of Quincy and Big Bend Police Benevolent Association - Tabled~~

- ~~• Jack L. McLean Jr., City Manager~~
- ~~• Timothy Ashley, Police Chief~~

Summary of the Discussion by Staff and the Commission

Agenda Item #12 – Flagler Street Funding Consultant Agreement

Public Works Director Reggie Bell stated that the City reached out to Dewberry Engineers to provide a study for the Virginia Street drainage area.

Public Works Director Reggie Bell stated that Hatch McDonald completed a study in 2011.

Public Works Director Reggie Bell provided an update on several City projects to stop flooding.

Public Works Director Reggie Bell stated that Dewberry agreed to assist in repairs.

Public Works Director Reggie Bell stated that the report from Dewberry provides generalized recommendations of proposed improvements that would mitigate future flooding.

Public Works Director Reggie Bell stated that Dewberry proposed for these services are \$19,550.00.

Commissioner Candidate stated that patchwork does not stop flooding.

Commissioner Candidate stated that she requested that City Manager Jack L. McLean Jr. provide studies from other companies.

City Manager Jack L. McLean Jr. stated that he contacted Northwest Water Management for funding options.

City Manager Jack L. McLean Jr. stated that Northwest Water Management could be considered an option for providing a study.

Commissioner Candidate stated that she would like more than one study done.

Commissioner Candidate clarified her request to have more than one entity provide a study on the flooding issue.

City Manager Jack L. McLean Jr. stated that he would send out an RFP.

Mayor Pro Tem Dowdell stated that the flooding issue has gone on for years.

Commissioner Sapp suggested tabling this agenda item until Mayor Pro Tem Dowdell, Commissioner Candidate, Public Works Director Reggie Bell, and an expert walk the flood areas and come back with a report.

Commissioner Candidate offered a motion for an RFP to search for a second study and economical ways to resolve the flooding issue. Mayor Harris seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Candidate	Yes

The Motion Carried 5 to 0.

Agenda Item #15 - Arbour Valley Annexation

Interim Planning Director Charles Hayes stated that this is a request for a voluntary annexation into the City of Quincy.

Interim Planning Director Charles Hayes stated that the proposed annexation area is compact and contiguous to the City's southern boundary on Pat Thomas Parkway.

Interim Planning Director Charles Hayes stated that the proposed annexation meets the Stated three requirements for voluntary annexation listed in Section 171/044.

Interim Planning Director Charles Hayes stated that staff seeks approval to prepare the annexation ordinance for first reading for the annexation of the listed parcel.

Mayor Harris stated that there is a housing issue in Quincy.

Mayor Harris stated that there are no options in Quincy for affordable housing.

Commissioner Sapp agreed that there is a housing issue in Quincy.

Commissioner Sapp offered a motion authorizing staff to prepare the annexation ordinance for first reading for the annexation of the listed parcel. Commissioner Canidate seconded the motion.

Commissioner Bass-Prieto stated that she had no issue with the annexation but stressed the need for completing the annexation properly with all documents included.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

Commissioner Bass-Preito requested a copy of the complete package sent via email.

Agenda Item #17 – Risk Management Claim for Marilyn Woods

Interim Planning Director Charles Hayes stated that Marilyn Woods of 1147 Inlet Street has claimed that due to flooding in the area, structural and foundational has damaged her home.

Interim Planning Director Charles Hayes stated that staff met with Ms. Woods at her home and noticed that flooring in several rooms appeared unlevelled.

Interim Planning Director Charles Hayes stated that further inspections of other rooms revealed unlevelled floors.

Interim Planning Director Charles Hayes stated that the outside rear of the house was noted to have cracked bricks from the ground to the roof tile.

Interim Planning Director Charles Hayes stated that based on the staff's opinion and the age of the home, it is not uncommon for the foundation to shift or settle.

Interim Planning Director Charles Hayes requested that the city manager call a qualified foundation company to inspect the house's foundation.

Interim Planning Director Charles Hayes stated that Ms. Wood received an inspection from Alpha Foundation, which only addressed corrective actions needed to resolve the issue.

Interim Planning Director Charles Hayes stated that Ms. Woods feels that the City is responsible for the damages to her home due to negligence of the flooding on Inlet Street.

Interim Planning Director Charles Hayes stated that Ms. Woods further believes that due to the flooding, her home has incurred mold.

Interim Planning Director Charles Hayes stated that Ms. Woods feels unsafe in her home due to the mold and requests \$1500 a month in relocation allowance.

Interim Planning Director Charles Hayes stated that Ms. Woods filed a claim with the risk management department.

Interim Planning Director Charles Hayes stated that the city manager identified funds from the American Rescue Act.

Interim Planning Director Charles Hayes suggested that no action be taken until risk management completes its report.

Human Resources Director Ann Sherman stated a 30-day response time before a report is completed.

Mayor Pro Tem Dowdell stated that he had no issue with Ms. Woods's request.

City Manager Jack L. McLean Jr. stated that Ms. Woods's request is for the City to meet her immediate need due to mold being present.

Mayor Pro Tem Dowdell stated that if the City is responsible for causing the problem, we need to fix it.

City Manager Jack L. McLean Jr. stated that the home is 30-40 years old and cannot be sure that the City caused the damage.

Mayor Harris stated that there are two issues;

1. Resident issue
2. Street flooding issue

City Manager Jack L. McLean Jr. stated that the City had maintained the drainage in the area.

Commissioner Sapp stated that the City should be careful in handling this situation.

Commissioner Sapp stated that during a Commission Meeting, she presented a PowerPoint of a home on 7th street with foundation issues.

Commissioner Sapp stated that she would be reaching out to the homeowner to provide her with information on how to get her home repaired.

Mayor Pro Tem Dowdell stated that the Commission should not be engaging in open dialogue without knowing all the facts.

Mayor Pro Tem Dowdell stated that the city manager placed this item on the agenda without briefing the Commission first.

Mayor Harris stated that he sat in a meeting with the city manager at the homeowner's request.

City Manager Jack L. McLean Jr. stated that staff could not help Ms. Woods with her immediate concern of relocation assistance without coming to the Commission.

Mayor Harris stated that staff had not follow-up with the Commission on this matter until Ms. Woods came back before the Commission.

Commissioner Bass-Prieto stated that the flooding in the City of Quincy is not new.

Mayor Pro Tem Dowdell stated that he would fight for the homeowner.

Mayor Harris stated that there is no consistency with the way business is conducted at the City.

Commissioner Bass-Prieto offered a motion to approve a flood fund for citizens who have to move out of their homes caused by flooding and mold. Mayor Harris seconded the motion.

Marilyn Woods stated that she returned to Quincy in 2010 after retiring from the military.

Marilyn Woods stated that she had dealt with the flooding issue since 2010.

Marilyn Woods stated that she was told the flooding problem was fixed.

Marilyn Woods stated that she does not see the need to build a new home.

Marilyn Woods stated that the flooding had become a health issue.

Marilyn Woods stated that she has a brother who's ill.

Marilyn Woods stated that she is experiencing health challenges.

Marilyn Woods stated that she had a mold inspection done by Alpha Foundation.

Marilyn Woods stated that she would like to resolve the issue.

Marilyn Woods stated that she needs immediate results.

Marilyn Woods stated that she would take further action.

Commissioner Canidate stated that there should be a stipulation on the flood fund.

Commissioner Bass-Prieto stated that the Commission should work closely with the insurance agency.

Commissioner Bass-Prieto stated that the funds should come from the American Rescue Act.

Commissioner Bass-Prieto stated that applicants should file a claim with risk management and homeowners insurance.

Commissioner Bass-Prieto amended her motion to approve a flood fund for citizens who have to move out of their homes caused by the City's flooding. Staff work towards finding other funding resources and developing a plan to distribute funds using \$50,000 from the American Rescue Act as a funding source. Mayor Harris seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 5 to 0.

Mayor Harris clarified that Ms. Woods could get immediate help utilizing the American Rescue Act funds.

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

23. City Manager's Position

- Mayor Ronte R. Harris, District 3

Summary of the Discussion by Staff and the Commission

Mayor Harris stated that the Commission voted and provided City Manager Jack L. McLean Jr. with a 30-day notice.

Human Resources Director Ann Sherman stated that the RFP for a city manager is posted on several employment platforms.

Human Resources Director Ann Sherman stated that several applicants for the city manager's position are not qualified.

Mayor Harris stated that the Commission should undertake the process and the criteria for a city manager.

Commissioner Bass-Prieto stated that she would like the RFP to have a closing date.

Human Resources Director Ann Sherman suggested that the Commission allow a head hunter to search for a city manager.

Human Resources Director Ann Sherman stated that the Commission would provide the head hunter with the criteria and specifics for a city manager.

Mayor Harris stated that the Commission could workshop to undertake the criteria for a city manager.

Commissioner Candidate suggested Wednesday, December 22 at 5 pm for a workshop.

The Commission agreed to Wednesday, December 22 at 5 pm for a workshop.

City Manager Jack L. McLean Jr. clarified his last day is December 17 and not December 16.

Mayor Harris stated that the Commission would need to name an interim city manager while searching for a permanent city manager.

Mayor Pro Tem Dowdell offered a motion to make Dr. Beverly Nash the interim city manager. Mayor Harris seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	No
Commissioner Bass-Prieto	No
Mayor Pro Tem Dowdell	Yes
Commissioner Candidate	Yes

The Motion Carried 3 to 2.

~~24. 2.15 Consideration–Tabled~~

~~• Mayor Pro Tem Keith Dowdell~~

Mayor Pro Tem Dowdell requested to table agenda item #24.

Mayor Harris stated that the agenda would move to comments.

Comments

City Manager Jack L. McLean Jr.

- The City’s website will launch the first week in January.
- The employee's Christmas party will be held on December 16.
- The City offices will be closed on December 24, 27, 31 January 3 for the holiday season.
- Commission would need to decide to hold the December 28 Commission Meeting.

City Clerk Jance Shackelford-Clemons

- No comments

City Attorney Gary Roberts

- Acknowledged receipt of contract from Levine and Stivers.

- Will have the city clerk email the Commission the contract from Levine and Stivers.

Commission

Commissioner Bass-Prieto

- Thanked Main Street for Mistletoe Market.
- Thanked City Manager Jack L. McLean Jr. and the City staff for doing a great job in getting more holiday lights up.
- Thanked Parks and Recreation DeCody Fagg for helping increase participation in the Christmas parade.
- Mentioned seeing four disabled people walking down Crawford Street. Reflected on what she had done to help persons in the community. Moving forward to the New Year, the focus should be on making lives better for all.
- Wished everyone a Merry Christmas.

Commissioner Sapp

- The Christmas parade was a huge success.
- Would like to see the same energy placed in this year's parade moving forward.
- Received several comments from businesses and citizens on the Christmas decorations on how their spirits were lifted.
- Thanked the city manager and staff for putting the Christmas parade together.
- Happy to see the street sweeper up and running.
- Requested code enforcement to contact Dollar General on Stewart Street and the center on the corner of Live Oak owned by Mr. Clever regarding the trash along the railroad and behind Dollar General.
- Asked for an update on the Steward Street bid.
- Thanked Police Chief Ashley for planning to walk District 2.
- Wished everyone a Merry Christmas.

Commissioner Canidate

- Echoed that the Christmas parade was a fantastic event.
- Asked for the status of the IT position.
- Wished everyone a Merry Christmas.

Mayor Pro Tem Dowdell

- Asked if a payment was made towards the Hurricane Michael loan.

Mayor Harris

- Kudos on a fantastic Christmas Parade.
- Streets were crowded with parade-goers.
- Announced the Second Harvest Food Give-Away on December 18 at Crossroads Academy.
- Take every complaint received very seriously.
- Need better response time.

- Stated that Commissioner Bass-Prieto's statement of having a plan is right on the money.
- The year has been challenging.
- The City must move into the 21 century to serve the community.
- Thanked City Manager McLean for all the work given to the City.
- There is a need to work together with the millennial generation to move the City forward.
- We must work towards being the heart of Florida's future.
- There is work to do.
- Wished everyone a Merry Christmas.
- December 28 Commission is not canceled.

Comments from the audience

William Walker, 924 W. Clark Street, Quincy, FL; Commented on the following:

- Mentioned that he represents Gadsden County Citizens Review Board.
- Stated that he would be working with the newly appointed attorneys.
- Stated that the review board is investigating several allegations.
- FDLE investigation.
- Consider lowering the Commission raises.

Dodie Duys, 317 N Monroe Street, Quincy, FL; Commented on the following:

- Need assistance in getting her stolen money back.

Emma Harrell, 714 Franklin Street, Quincy, FL; Commented on the following:

- High utility bill.
- Tired of receiving high utility bills.
- Corruption in the City of Quincy.
- Does not utilize a lot of electricity.
- Spoken to Commissioner Bass-Prieto about her high utility bill.

Helen Jackson, 2040 Flagler Street, Quincy, FL; Commented on the following:

- High utility bill
- Flooding on Flagler Street
- Tired of the patchwork done on Flagler Street
- The City did not compensate her for her loss due to flooding.
- The flooding on Flagler Street has been a problem for more than 25 years.

Nekeshia Harris, 709 South Adams Street Quincy, FL; Commented on the following:

- Had been before the Commission numerous times.
- Concerned that the Anti-Crime Seed Grant funds have not been awarded.
- Not awarded the grant is retaliation, discrimination, and bias.
- Will not be silent.
- Stressed to the Commission to award the money.

- Mentioned the recent shooting death of a 13-year-old.

Citizens to be heard

City Clerk Janice Shackelford read into the record a letter from Clarence Tennell, 722 West King Street, Quincy, FL, about the Commission considering recycling.

The adjournment was motioned by Mayor Harris and seconded by Mayor Pro Tem Dowdell at 9:45 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:

Ronte Harris, Mayor, and Presiding
Officer of the City Commission and
of the City of Quincy, Florida

ATTEST:

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

CITY COMMISSION
Friday, December 17, 2021
5:45 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 Friday, December 17, 2021, with **Mayor Ronte Harris** presiding and the following

Commissioners present:

Mayor Pro-Tem Keith A. Dowdell
Commissioner Angela G. Sapp
Commissioner Freida Bass-Prieto
Commissioner Anessa A. Canidate

City Staff and Guests:

Dr. Beverly Nash, Interim City Manager
Marcia Carty, Finance Director
Gary Roberts, City Attorney
Janice Shackelford Clemons, City Clerk -**Late**
DeCody Fagg, Parks and Recreations Director
Reggie Bell, Public Works Director
Ann Sherman, Director of Human Resources and Customer Service
Anthony Baker, Fire Chief
Vancheria Starling, Executive Assistant to the City Manager
Robin Ryals, Utilities Director
Charles Hayes, Procurement Officer
Jim Southerland Sr., WQTN-13 Administrator
Timothy Ashley, Police Chief

Law Offices of Levine and Stivers

The special in-person meeting was recorded, televised, and transmitted through TV Channel (WQTN-13) and Facebook. (Note: Digital formatted documents/media are public records.)

Called to Order:

Mayor Ronte Harris called the special Commission meeting to order at 5:45 pm and requested a roll call.

Special Meeting Items for Discussion

1. 2-15 Consideration
 - Mayor Pro Tem Dowdell
2. HR Report – City Manager’s Transition
 - Interim City Manager, Dr. Beverly Nash

- Mayor Ronte Harris
3. IT Security
 - Interim City Manager, Dr. Beverly Nash
 - Mayor Ronte Harris
 4. City Manager's Lawsuit
 - City Attorney, Gary Roberts

Mayor Harris stated that there are four items for discussion.

Item #1 - 2-15 Consideration

Summary of the Discussion by Staff and the Commission

Mayor Pro Tem Dowdell referred to an email sent by P. Phillips.

Mayor Pro Tem Dowdell asked if Commissioner Sapp would explain its contents.

Commissioner Sapp stated that she feels that the email came to light on purpose due to her voting against the 122% raise for the Commission.

Commissioner Sapp stated that she feels that the continuation of bringing up the situation in a public forum is to defame her character.

Commissioner Sapp stated that if a loan exists, it is not subject to Chapter 119.

Commissioner Sapp stated that if the Commission persists in conducting a 2-15, repercussions will occur.

Mayor Pro Tem Dowdell stated that the letter indicates Commissioner Sapp received a \$20,000 loan from Jack McLean.

Mayor Pro Tem Dowdell stated that he's concerned if a city contractor performed work on Commissioner Sapp's home.

City Attorney Gary Roberts stated that he contacted the Commission on Ethics.

City Attorney Gary Roberts stated that the Commission on Ethics could not opine if an ethical violation occurred by on the information.

City Attorney Gary Roberts stated that a problem is would we be taking action on the matter as a fact or not knowing if there's any truth to the subject.

City Attorney Gary Roberts stated that there is no documentation or a contractor that has come forth to support the allegation.

City Attorney Gary Roberts stated that there's no smoking gun.

City Attorney Gary Roberts stated that he found a similar case in Midway, FL.

City Attorney Gary Roberts stated that Judge David Frank provided his opinion in the Midway case and opined that it is an issue for voters to take up.

Commissioner Bass-Prieto stated that the email sent was someone pretending to be somebody else.

Commissioner Bass-Prieto stated that she had numerous phone calls, and the image of the Commission is not good.

Commissioner Bass-Prieto cautioned the Commission on moving forward with an investigation.

Commissioner Bass-Prieto stated that she received an agenda packet sometime towards the beginning of the year that contained multiple building permits.

Commissioner Bass-Prieto stated that contractors are working in the City of Quincy.

Commissioner Bass-Prieto stated that there are many things that the Commission should be working on to preserve the community and make the City better.

Commissioner Bass-Prieto stated that too much time is spent tearing each other down.

Commissioner Bass-Prieto stated that moving forward; the Commission must concentrate on working for the citizens and not personal gain.

Mayor Pro Tem Dowdell reiterated that an investigation was initiated on a former Commissioner.

Commissioner Bass-Prieto stated that until someone comes forth with a sworn statement, there is nothing to investigate.

Commissioner Bass-Prieto stated that the Commission should not move on something fraudulent.

Commissioner Candidate stated that she read the email and did not associate P. Phillips with Paula Phillips.

Commissioner Candidate stated that the sender is not what concerns her; it is the message.

Commissioner Candidate stated that if the Commission investigated on Commissioner on an alleged allegation, then the Commission should investigate all.

Commissioner Bass-Prieto reiterated that unless someone comes forth with knowledge of this matter, the Commission should not take action.

Commissioner Bass-Prieto stated that citizens provided sworn statements in the Former Commissioner Daniel McMillian incident.

Commissioner Candidate reiterated her concern about the content in the email.

City Attorney Gary Roberts stated that we don't know if the email content is accurate.

Commissioner Bass-Prieto requested that City Attorney Gary Roberts provide:

- Whether or not it is a violation of ethics to hire a city contractor or not.
- Cost of the Daniel McMillian investigation.

Mayor Pro Tem Dowdell stated that the contractor Jampole could answer if he worked on Commissioner Sapp's home.

City Attorney Gary Roberts stated that the City had no subpoena power under the charter.

Mayor Pro Tem Dowdell offered a motion directing the city clerk to obtain a statement from Jampole. Mayor Harris seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	No
Commissioner Bass-Prieto	No
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 3 to 2.

Item #2 - HR Report, City Manager's Transition

Summary of the Discussion by Staff and the Commission

Interim City Manager Dr. Beverly Nash stated that at 5 pm former City Manager Jack L. McLean Jr.'s email and login credentials were disabled.

Interim City Manager Dr. Beverly Nash stated that she was informed that John Thomas facilitated the shutdown of the former city manager's email.

Mayor Harris asked Interim City Manager Dr. Beverly Nash if John Thomas worked for the City.

Interim City Manager Dr. Beverly Nash acknowledged that John Thomas indeed works for the City.

Interim City Manager Dr. Beverly Nash stated that John Thomas provided her a screenshot showing that the former city manager's computer and login were shut down.

Mayor Harris stated that he's concerned about an IT Security risk.

Interim City Manager Dr. Beverly Nash stated that former City Manager Jack L. McLean Jr.'s payout is \$ 80,225.60.

Interim City Manager Dr. Beverly Nash stated that the paperwork is dated December 14.

Mayor Harris questioned how we could be sure the numbers were correct?

Mayor Harris stated that he's concerned about the process. How can the city manager authorize his severance pay and use individuals working for him to verify the payout numbers?

Mayor Harris stated that the Commission was not informed of the payout.

Mayor Harris stated that the Commission should have been involved in the process.

Mayor Harris stated that the city manager reports to the Commission.

Finance Director Marica Carty provided the information as she understood the process once human resources furnished the payout.

Mayor Pro Tem Dowdell questioned the amount of sick leave paid.

City Attorney Gary Roberts stated that the city manager is entitled to receive his last check.

City Attorney Gary Roberts stated that holding the city manager's check would create problems.

City Attorney Gary Roberts referred to the city manager's contract, page 4, paragraph D, which describes how the process works.

Mayor Harris requested that human resources provide the Commission with the former city manager's leave report.

Mayor Harris asked if all employees receive covid pay when they leave the City?

Interim City Manager Dr. Beverly Nash acknowledged receipt of the former city manager's City items.

Commissioner Bass-Prieto stated that there is a need for the Commission to obtain a contract and negotiate a salary for Interim City Manager Dr. Beverly Nash.

Item #3 - IT Security

Summary of the Discussion by Staff and the Commission

Mayor Harris stated that Commissioner Candidate had on numerous occasions asked who is running the IT Department.

Mayor Harris stated that the City's security is critical, and knowing who's running the IT Department is vital.

Mayor Harris asked Attorney Stivers if his firm could assist with the IT issue.

Mayor Harris expressed concerns about the former city manager's actions.

Mayor Harris stated that there is a trust issue.

Attorney Stivers stated that his firm is not a computer specialist.

Attorney Stivers stated that his firm knows of a computer company that may help.

Commissioner Bass-Prieto stated that the interim city manager should search for IT personnel.

Commissioner Bass-Prieto stated that Levine and Stivers Law Firm is expensive.

Commissioner Bass-Prieto stated that she intends on being careful about spending money.

Mayor Harris stated that he would like to retain a computer company with no affiliation with the City.

Mayor Harris stated that he is highly concerned with the City's IT security.

Commissioner Canidate restated her uneasiness of not having IT personnel for long periods in the City.

Commissioner Bass-Prieto stated that she and others on the Commission know John Thomas.

Commissioner Bass-Prieto stated that she understands why the Commission is cautious in hiring John Thomas.

Commissioner Bass-Prieto stated that the Commission had not completed the budget.

Mayor Harris offered a motion to allow Interim City Manager Dr. Beverly Nash to engage with a computer company and provide the Commission with a report upon completion. Mayor Pro Tem Dowdell seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	No
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	Yes
Commissioner Canidate	Yes

The Motion Carried 4 to 1.

Commissioner Bass-Prieto asked if the Commission would discuss the interim city manager's contract and salary.

Commissioner Bass-Prieto stated that the interim city manager's position is part of the transition.

Item #4 – City Manager’s Lawsuit

City Attorney Gary Roberts referenced the December 14 lawsuit filed by the former city manager and a citizen.

City Attorney Gary Roberts stated that there is a need to hire an attorney to represent the City.

City Attorney Gary Roberts stated that he recommends Attorney Mohammad Jazil.

City Attorney Gary Roberts suggested that the Commissioners named in the lawsuit hire an independent attorney.

City Attorney Gary Roberts stated that the attorney could get paid on a successful outcome.

City Attorney Gary Roberts stated all defendants need to have an attorney.

City Attorney Gary Roberts stated that the former city manager filed an emergency injunction.

City Attorney Gary Roberts stated that the hearing would undo the 3-2 vote to terminate the former city manager.

City Attorney Gary Roberts stated that he had advised the plaintiff’s counsel of his unavailability.

City Attorney Gary Roberts stated that the complaint is not asking for a dollar amount.

City Attorney Gary Roberts stated that the litigation would be costly.

Commissioner Bass-Prieto stated that the forthcoming lawsuits are scary.

Commissioner Bass-Prieto stated that the City would incur significant expenses.

Mayor Harris reiterated that the city manager is asking for a judge to rule that gives him his job back.

Mayor Harris stated that the former city manager is holding the City hostage.

City Attorney Gary Roberts that the attorney’s budget needs increase with Levine and Stivers doing work for the City.

City Attorney Gary Roberts stated that he would leave a dollar amount up to the Commission to increase the attorney’s budget.

Attorney Mark Levine cautioned the Commissioners named in the lawsuit not to speak in public on the matter until everyone has an attorney.

Mayor Harris offered a motion to authorize City Attorney Gary Roberts to hire Attorney Mohammad Jazil’s law firm to represent the City in the current lawsuit. The motion died for lack of a second.

City Attorney Gary Roberts explained his position is to protect the City.

City Attorney Gary Roberts stated that he confers with outside counsel to assist in the lawsuit.

Commissioner Canidate offered a motion to authorize City Attorney Gary Roberts to hire Attorney Mohammad Jazil's law firm to represent the City in the current lawsuit. Mayor Harris seconded the motion.

Commissioner	Vote
Mayor Harris	Yes
Commissioner Sapp	Yes
Commissioner Bass-Prieto	Yes
Mayor Pro Tem Dowdell	No
Commissioner Canidate	Yes

The Motion Carried 4 to 1.

City Attorney announced an executive session on the December 16 lawsuit during the December 28 regular commission meeting.

Comments from the Audience

Paula Phillips, 816 Sunset Drive, Quincy, FL 3235, made the following comments:

- The Commission is embarrassing.
- The Commission needs to work for the citizens.
- Upset her name was brought into the email situation.
- Stated that she remembered Mayor Pro Tem Dowdell's comment that he knew how to go through the back door of computers.
- A lot of bad things going on in the City.

The adjournment was motioned by Mayor Harris and seconded by Commissioner Sapp at 8:00 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:

Ronte Harris, Mayor, and Presiding

Officer of the City Commission and
of the City of Quincy, Florida

ATTEST:

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



Quincy Fire Dept. Monthly Report November 2021



	<u>2021</u>	<u>2020</u>
Total Fire Calls	87	93
City	40	67
County	47	23
Total Man Hours	184 hrs 28 mins	71 hrs 44 mins
City	92 hrs 26 mins	29 hrs 18 mins
County	92 hrs 2 mins	42 hrs 26 mins
Type Fire Calls - City		
Structure Fire	4	0
Vehicle Fire	0	3
False Alarm	4	3
Hazard	0	1
Rescue	0	0
Wood & Grass	2	0
Other	23	7
Type Fire Calls - County		
Structure Fire	4	1
Vehicle Fire	3	12
False Alarm	6	1
Hazard	1	1
Rescue	0	0
Woods & Grass	3	4
Other	36	7
Fire Causes		
Accidental	10	5
Undetermined	6	5
Suspicious	0	0
Arson	0	0
Average Response Time		
City	4.20 mins	5.26 mins
County	8.84 mins	8.83 mins
Average Firefighters per Call		
City	4.05	3.86
County	3.01	3.26
Average Time Spent per Call		
City	28.58 mins	22.20 mins
County	28.33 mins	22.39 mins

	<u>2021</u>	<u>2020</u>
Responses Out of District	0	0
Mutual Aid Responses *	6	0
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	1	0
Fire Safety Inspection	12	5
Fire Investigation	0	0
Plans Review	0	2
Training Man Hours	114.5 hrs	226 hrs
Hydrants Serviced/Painted	7	1
Utility Turn Ons	1	53
Smoke Detector/Battery Installs	4	0



Quincy Fire Dept. District Fire Calls November 2021



<u>District</u>	<u>Location</u>	<u>Type of Incident</u>
District 1	11/5/2021	Canceled en route
	11/9/2021	Vehicle accident no injuries
	11/11/2021	Smoke scare
	11/17/2021	Vehicle accident w/injuries
	11/17/2021	Vehicle accident no injuries
	11/21/2021	False alarm
	11/27/2021	Tree limb fire
	11/28/2021	Canceled en route
	1400 Gadsden St.	
	107 S. Pat Thomas Pkwy.	
772 S. Pat Thomas Pkwy		
Jefferson St. & Pat Thomas Pkwy.		
Jefferson St. & Cleveland St.		
1903 Flagler St.		
440 S. Cone St..		
Lincoln St.		
District 2	11/10/2021	Building fire
	11/11/2021	Smoke scare
	11/12/2021	Good intent
	11/13/2021	No incident found
	11/13/2021	Vehicle accident no injuries
	11/18/2021	Vehicle accident w/injuries
	11/19/2021	Natural vegetation fire
	11/21/2021	Canceled en route
	11/25/2021	Canceled en route
	11/29/2021	Smoke scare
203 S. 9th St.		
920 W. Clark St.		
19 Poro St.		
718 Laura St.		
Crawford St. & Stewart St.		
1118 W. Jefferson St.		
427 S. Stewart St.		
1524 Jefferson St.		
113 W. Jefferson St.		
312 S. Stewart St.		
District 3	11/1/2021	Medical assist
	11/5/2021	Vehicle accident no injuries
	11/9/2021	Sprinkler activation
	11/24/2021	Equipment problem
	11/25/2021	Good intent
	11/29/2021	False alarm
209 Wallace Dr.		
Jefferson St. & Madison St.		
339 E. Jefferson St.		
762 S. Love St.		
900 Warren St.		
117 S. Shadow St.		

District 4

11/7/2021
11/14/2021
11/14/2021
11/23/2021
11/25/2021

305 W. King St.
420 N. Madison St.
420 N. Madison St.
1618 Hardin St.
1103 E. King St.

Vehicle accident no injuries
Structure fire
Rekindle structure fire
False alarm
Vehicle accident w/injuries

District 5

11/4/2021
11/30/2021
11/30/2021

1422 W. Jefferson St.
1400 W. Jefferson St.
1400 W. Jefferson St.

Canceled enroute
Structure fire
Good intent-rekindle

**CITY OF QUINCY
CITY COMMISSION
REGULAR MEETING
AGENDA REQUEST**

MEETING DATE: Tuesday, December 28, 2021

DATE OF REQUEST: Tuesday, December 21, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Mayor Ronte Harris and Members of the City Commission
Attorney Gary Roberts, City Attorney
Janice Shackelford, City Clerk

SUBJECT: Ordinance Number 1121-2021 – Second Reading

To be read by City Clerk and determined by the City of Quincy City Commission.

ORDINANCE NUMBER 1121-2021

**AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING
AND REPEALING CERTAIN SECTIONS OF THE SIGN CODE;
PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE;
AND PROVIDING FOR AN EFFECTIVE DATE.**

SECTION 1. Findings.

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of Quincy, Florida, a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, courts have recognized that municipalities may implement laws and regulations furthering their substantial interests in traffic safety, aesthetics, and preventing public nuisances or hazards to pedestrians and motorists by restricting distracting or intrusive signs and displays; and

WHEREAS, the City of Quincy has an interest in preserving its aesthetics and rural character, promoting the public health, safety, and general welfare, and in protecting its small-town community environment and appearance against sight pollution, increased traffic, and other public disturbances or nuisances; and

WHEREAS, the State of Florida's Administrative Procedure Act requires that applications for licenses be approved or denied within 90 days after receipt of a completed application, Fla. Stat. §120.60, and the City of Quincy has determined that a 45-day processing period effectively balances both the interests of applicants in prompt processing of permits with the City's interests in effective and thorough review of applications; and

WHEREAS, the City of Quincy has previously adopted regulations for the erection and use of signs and other outdoor advertising displays within the City of Quincy; and

WHEREAS, this ordinance will provide clarity for signage and update the Sign code to promote the overall economic well-being of the businesses in within in the City while at the same time protecting the public health, welfare, and the safety of its citizens of the City of Quincy;

NOW THEREFORE, BE IT ENACTED BY THE CITY OF QUINCY, FLORIDA, AS FOLLOWS:

SECTION 2. Amendments of Code of Ordinances Chapter 46, Sections 902; 906; 907; 909; 911; 912; 913; and 914. The Sign Ordinances are hereby amended as follows:

Chapter 46 – SIGNS

Sec. 46-902. - Permitting.

A permit is required for all signs proposed within the city with the exception of exempt signs as noted in section 46-907 of this division. The permit is obtained from the office of the building official. All sign applications shall be processed within 45 days. If an application is not granted or denied within 45 days, the applicant shall notify the building official in writing and the building official shall have 10 days from receipt to conclude the application processing. If the application still has not been granted or denied after 10 days, it shall be deemed permitted.

Sec. 46-906. - Definitions.

Unless otherwise specifically provided, the words and phrases defined in this section shall have the following meanings when used in this chapter:

Abandoned sign. A sign that is located on a property which becomes vacant and is unoccupied for a period of at least 90 days or any sign that pertains to a time, event or purpose that no longer applies. Signs applicable to a business temporarily suspended due to change of ownership or management of such business shall not be deemed abandoned unless the property remains vacant for at least 180 days.

~~*Accessory sign.* A permanent ground or building sign that is permitted under this code as incidental to an existing or proposed use of land. This includes signs that denote entrances, exits, hours of operation and any other signs determined to fall within this category by the director.~~

Bench sign. A sign located on any part of the surface of a bench or seat placed on or adjacent to public right-of-way.

~~*Billboard sign.* Means any sign, framework or portion of a building installed for the purpose of advertising merchandise, services or entertainment sold, produced, manufactured or furnished at a site other than the location of the business. This does not include directional signs.~~

Building sign. A sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, marquees, and roof slopes of 45 degrees or steeper.

Central business district. Those nine blocks centered around the courthouse and bounded on the North by Franklin Street, on the East by Duval Street, on the South by Crawford Street, and on the West by Munroe Street, within the city.

Clear visibility triangle. A triangle starting at the point of intersection of a street and driveway with each leg extending 18 feet along the street and driveway and the third leg connecting the end points of the first two legs.

Damaged or deteriorating sign. A sign that has its color and/or graphics significantly damaged to change the original look of the sign.

Dangerous sign. A sign, which due to its condition, endangers the public safety.

Directional sign. A sign used to make the public aware of the location of a business or other lawful use located off of a collector or arterial road.

Directory. Panel(s) placed on the entrance wall of a building listing the room and/or floor number of the occupants and/or businesses.

Erect a sign. To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish; but it shall not include any of the foregoing activities when performed as an incident to the change of message, or routine maintenance.

Free-standing or ground sign. Means any sign not attached to a building but that is freestanding and within the property boundaries of the site.

Hanging sign. Means any sign suspended from the building or an attached structure.

Multiple occupancy complex. A commercial use, (i.e. any use other than residential or agricultural), consisting of a parcel of property, or parcel of immediately adjacent properties, existing as a unified or coordinated project, with a building or buildings housing more than one occupant.

Mural sign. Means a painted picture that is at least 15 feet in height and 30 feet in length and that is made as an integral part of an outdoor wall surface of a building.

Nonconforming sign. Any sign in existence on the date of the passage of this code which violates any provisions contained herein.

Parcel. A unit of land within legally established property lines. If, however, the property lines are such as to defeat the purposes of this code or lead to absurd results, a parcel may be as designated for a particular site by the city building official.

Permanent. Designed, constructed, and intended for more than short term use.

Portable sign. Any sign which is manifestly designed to be transported by trailer or on its own wheels, including such signs even though the wheels may be removed and the remaining chassis or support structure converted to an A or T frame sign and attached temporarily or permanently to the ground.

Roof sign. A sign placed above the roof line of a building or on or against a roof slope of less than 45 degrees.

Sign. Any writing, pictorial presentation, number, illustration, or decoration, flag, banner or pennant, or other device which is used to announce, direct attention to, identify, advertise or otherwise make anything known. The term sign shall not be deemed to include the terms "building" or "landscaping," or any architectural embellishment of a building not intended to communicate information.

Sign face. The part of a sign that is or may be used for copy.

Sign structure. Any construction used or designed to support a sign.

Snipe sign. Any sign of any size, made of any materials, including paper, cardboard, wood, metal, when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which the sign is located.

Storefront. The side of the building on street frontage or contains the main entrance(s) whichever is greater. Any store on a corner may have multiple different storefronts (one on each street front), all others have only one.

Street. A public or private right of way for vehicular traffic, including highways, thoroughfares, lanes, roads, ways, and boulevards.

Vehicle sign. Any sign affixed to a vehicle.

Window or door sign. Shall mean any sign installed so as to be of a permanent nature in or on the window or door of any building, visible from any public right of way.

Sec. 46-907. - Exempt signs.

Except as specifically provided below, the following signs are exempt from these sign regulations, and from the requirement in this code that a permit be obtained for the erection of permanent signs, provided they are not placed or constructed so as to create a hazard of any kind:

- (1) Signs that are not designed or located so as to be visible from any street or adjoining property.
- (2) ~~Signs of 32 square feet or less and signs that include no letters, symbols, logos or designs in excess of two inches in vertical or horizontal dimension are exempted from the requirement that a permit be obtained but not otherwise from these sign regulations, provided that such sign, or combination of such signs, does not constitute a sign prohibited by section 46-909 of this division.~~
- (3) ~~Signs necessary to promote health, safety and welfare, and other regulatory, statutory, traffic control or directional signs erected on public property with permission as appropriate from the State of Florida, the United States, the City of Quincy, and Gadsden County.~~ Signs necessary to promote public safety, to ensure compliance with state or federal regulatory or statutory requirements, or for traffic control, and which are erected on public property with permission as appropriate from the State of Florida, the United States, the City of Quincy, or Gadsden County.
- (4) Legal notices and official instruments.
- (5) ~~Decorative flags and bunting for a celebration, convention, or commemoration of significance to the entire community when authorized by the city manager for a prescribed period of time.~~
- (6) ~~Holiday lights and decorations.~~
- (7) Merchandise displays behind storefront windows so long as no part of the display moves or contains flashing lights.
- (8) ~~Memorial signs or tablets, names of buildings and dates of erection when~~ Text or images cut into any masonry surface or when constructed of bronze or other incombustible materials and attached to the surface of a building.
- (9) Signs incorporated into machinery or equipment by a manufacturer or distributor, ~~which identify or advertise only the product or service dispensed by the machine or equipment,~~ such as signs customarily affixed to vending machines, newspaper racks, telephone booths, and gasoline pumps.
- (10) ~~Advertising and identifying signs located on taxicabs, buses, trailers, trucks, or vehicle bumpers.~~
- (11) Public warning signs to indicate the dangers of trespassing, swimming, animals, or similar hazards.
- (12) Signs carried by a person.
- (13) ~~Religious displays.~~
- (14) ~~Billboard signs that are prohibited within the city limits, but which were erected prior to the effective date of this division.~~ Free-standing or ground signs larger than 60 square feet in size or 20 feet in height that were erected prior to the effective date of this division.
- (15) ~~Signs constructed or placed by the city itself or with the city's consent or approval, such as signs for special events.~~
- (16) All valid state and local traffic and parking regulation signs.

- (17) ~~Real estate. One unlighted real estate sign located on the premises being advertised for sale or rent, provided that each such sign shall not exceed 32 square feet in area in commercial districts and four square feet in area in residential districts. In new subdivisions and planned unit developments one sign not to exceed 32 square feet in area is allowed until permanent signage is in place or active sales cease.~~
- (18) Signs on building doors, or inside door glass, at the street level entrance ~~Logo, slogan or name of business~~ that do not exceed 50 percent of the door's surface area.
- b. ~~Applied address numbers over the door or at the top or bottom of door.~~
- c. ~~Days and hours of operation.~~

Sec. 46-909. - Prohibited signs.

- (a) It shall be unlawful to erect, cause to be erected, maintain, or cause to be maintained, any sign not expressly authorized by, or exempted from this code.
- (b) The following signs are expressly prohibited unless exempted by section 46-907 of this division or expressly authorized by sections 46-911 through 46-914 of this division:
- (1) Signs that are in violation of the building code or electrical code adopted by the city.
 - (2) Any sign that, in the judgment of the building official and/or chief of police, does or will constitute a safety hazard.
 - (3) Signs with visible moving (or with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy), revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means. ~~except for traditional barber poles.~~
 - (4) Signs with lights or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color, except that the following are permitted: (a) flashing or illuminated storefront window signs that are one foot or less in height and two feet or less in length, and (b) merchandise displays behind storefront windows where no part of the display moves or contains flashing lights. ~~or color except for time-temperature-date signs.~~
 - (6) Signs that incorporate projected images, emit any sound that is intended to attract attention, or involve the use of live animals.
 - (7) Signs that emit audible sound, odor, or visible matter such as smoke or steam.
 - (8) Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipe, or otherwise obstruct any window to such an extent that light or ventilation is reduced to a point below that required by any provision of this division or other ordinance of the city.
 - (9) Signs that resemble any official sign or marker erected by any governmental agency, or that by reason of position, shape or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, content, color, or illumination that may be reasonably confused with, construed as, or conceal, a traffic control device.
 - (10) Signs that obstruct the vision of pedestrians, cyclists, or motorists traveling on or entering public streets.
 - (11) Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television or other communication signals.

- (12) Searchlights. ~~Searchlights used to advertise or promote a business or to attract customers to a property.~~
- (13) Signs that are painted, pasted, or printed on any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs for public safety purposes.
- (14) Signs erected on public property, other than signs erected by public authority for public purposes, and signs authorized in writing pursuant to F.S. § 337.407.
and except governmental signs erected by or on the order of a public officer.
- (16) Vehicle signs with a total sign area on any vehicle in excess of ten square feet.
- (17) ~~Billboard signs unless such signs were erected prior to the effective date of this division.~~ Free-standing or ground signs larger than 60 square feet in size or 20 feet in height, unless such signs were erected prior to the effective date of this division.
- (18) Snipe signs as defined by this division

Sec. 46-911. – Permanent Signs ~~identifying activity conducted on premises.~~

~~Signs identifying the name and type of activity conducted on the same premises shall be permitted for the uses listed below.~~ Site development permits and certificates of completion shall be required for all such permanent signs. The following permanent signs shall be permitted: unless otherwise excepted by this code:

- (1) *Multi-family dwelling.* One sign not exceeding 32 square feet in sign surface area and not exceeding eight feet in height above finished grade on each street side on a parcel containing a three-or-more family dwelling. Such sign shall not contain interior illumination. ~~Upon request of the applicant, the city manager has the authority to approve a second such sign for a maximum of two per parcel.~~
- (2) *Subdivision entrance.* One sign per entrance not exceeding 32 feet in sign surface area and not exceeding eight feet in height above finished grade on each street side from which the subdivision is entered. Such sign shall contain no interior illumination. ~~Such sign may be located in street right of way with approval of the city manager.~~ A second sign is allowed as a conditional use.
- (3) *Residential care facility or day care facility.* For purposes of public safety, one unlighted attached sign not exceeding six square feet in sign surface area on a parcel containing a residential care facility or a day care facility located in a residential district. Such use located where permitted in any other zoning district shall comply with code provisions.
- (4) *Public and semi-public.* One attached sign not exceeding 12 square feet in sign surface area and one detached or freestanding sign not exceeding 32 square feet in sign surface area and not exceeding 15 feet in height above finished grade on each street side on a parcel containing uses indicated in the land use regulation schedules as public and semi-public.
- (5) *Commercial and industrial.* Signs ~~identifying the name and type of activity conducted on the same premises~~ shall be permitted on for all uses indicated commercially and industrially zoned parcels shall be subject to the following provisions:
 - a. The aggregate sign surface area of all attached signs on any parcel shall not exceed ten percent of the total area of the front building facade (height in linear feet times width in linear feet).

- b. One freestanding or detached sign shall be allowed provided that the aggregate sign surface area of all such freestanding signs on any parcel shall not exceed ten percent of the total area of the front building facade (height in linear feet times width in linear feet). No freestanding sign shall exceed 25 feet in overall height above finished grade.
- (c) One freestanding or detached sign per store front shall be permitted.
- (d) Two freestanding or detached signs per store front shall be permitted as a conditional use if:
 - 1. The parcel is being utilized for multiple approved uses. ~~a hotel or motel and the addition of a second freestanding or detached sign would serve a use other than the hotel or motel located on the premises such as but not limited to a restaurant or retail sales or services establishment.~~
 - 2. The parcel contains two or more buildings, each of which contain a ~~business establishment~~ or use under separate ownership and with a separate identity from other uses on the premises.
- (e) Signage protruding over the public right-of-way shall be, at a minimum, nine feet in height above the sidewalk and cannot extend more than within 18 inches of the curbline.
- (f) In a multiple occupancy complex (more than one business in a building) a directory sign not to exceed four square feet in area can be placed in addition to other signage allowed in this section. This sign must be mounted on the wall adjacent to the main building entrance.
- (g) No building sign shall extend beyond any edge of the surface to which it is attached.
- (h) A portable sign shall be allowed in the commercial and industrial districts in addition to the freestanding or detached signs allowed. The portable sign can be used for up to 30 days at a time up to three times a year (not to exceed 90 days a year) and requires a permit from the building official.
- (i) Conditional use approval. Conditional use approval of two freestanding or detached signs shall not increase the maximum aggregate sign surface area of the freestanding or detached sign in question.
- (j) The total signage allowed on a site cannot exceed 20 percent of the store front area. Transfer of area between building signs and freestanding signs is allowed.

Sec. 46-912. - Temporary signs.

- (a) *Size.* ~~Non-permanent~~ ~~sSigns announcing candidate seeking office and other data pertinent thereto~~ shall be permitted up to a total of nine square feet on a parcel for residential land uses and 32 square feet on a parcel for commercial and industrial uses.
- (b) *Location.* All such ~~campaign~~ signs shall be located on private property. ~~In addition, campaign signs with a sign surface area of nine square feet or greater shall not be less than 30 feet from the curbing of any street intersection, Campaign signs and shall not be located in a street right-of-way.~~
- (c) *Signs over or across public streets.* To further the city's interests in public safety and aesthetics, except as otherwise expressly authorized by this division, signs over or across any public street are permitted only on a temporary basis and only pursuant to the obtaining of a permit under Section 62-121, et seq., of the Code of Ordinances of Quincy, Florida.

Sec. 46-913. - Murals.

All mural signs shall conform to the following guidelines, except for those already in existence prior to the effective date of this division:

- (1) Murals must be at least 15 feet in height and 30 feet in length. ~~provided that no advertising message is included, unless the advertising message is proven to be of historical significance and receives the approval hereinafter referred to in subsection 46-913(3).~~
- (2) Murals may co-exist with other types of signs.
- (3) All mural designs shall first be submitted to ~~and approved by~~ the Quincy Planning and Development Review Board prior to permitting by the building official.

Sec. 46-914. – Entrance and exit ~~Directional~~ signs.

One sign no larger than 12 square feet in size and located within 20 feet of an entrance or exit route to any use is allowed without permit.

SECTION 3. Severability.

If any portion of this Ordinance is deemed by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then the remaining provisions and portions shall remain in full force and effect.

SECTION 4. Copy on File.

A certified copy of this Ordinance shall be filed with the City Clerk of the City of Quincy.

SECTION 5. Effective Date.

This Ordinance shall take effect upon passage. This Ordinance applies to all signs permitted on or on this _____ day of December 2021. This Ordinance does not apply to routine maintenance or preservation of signs already in existence prior to the effective date of this division.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this _____ day of December 2021.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this _____ day of December 2021.

APPROVED:

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

ATTEST:

Janice Y. Shackelford
Clerk of the City of Quincy and
Clerk of the City Commission thereof

City of Quincy City Commission Agenda Request

Date of Meeting: December 28, 2021
Date Submitted: December 27, 2021
To: Honorable Mayor and Commissioners
From: Beverly A. Nash, Interim City
Marcia G. Carty, Finance
Director
Subject: Audit Engagement Extension

Statement of Issue:

Moran & Smith has audited the City of Quincy for the past 8 years, fiscal years 2013 to 2020. Moran & Smith has been professional, accurate, and timely. We have been able to submit audit reports to the State of Florida ahead of the June 30 deadline. Moreover, the staff has benefitted from the years of governmental experience from Chris Moran. He has made suggestions that have strengthened our internal controls and dropped tasks that are burdensome with no positive impact.

Mr. Moran did considerable work on improving the debt schedules and teaching the staff the importance of maintaining such schedules. Finally, the staff feels comfortable bouncing ideas off of Mr. Moran, which benefits both the City and the auditor.

Moran & Smith has proposed to continue to audit the City with a three-year engagement 2021, 2022, and 2023 at a price of \$89,000, \$89,500 and \$90,000. The cost of the 2017, 2018, 2019, and 2020 audits were \$86,000 and \$86,750, \$87,500 and \$88,250, respectively. The price has increased slightly.

The staff feels that enough resources are in place and that it's possible to produce the 2021 audit in March 2022, which would allow the City to present reports to local, State, and Federal governments in a timely manner.

Options:

- Option 1: Approve the three-year extension.
- Option 2: approve a one-year extension.
- Option 3. Direct the staff to issue an RFP for auditing services.

Staff Recommendation:

Option 1

Attachment:

Audit Engagement Letter

MORAN & SMITH LLP

Certified Public Accountants

MORANSMITHCPA.COM

2260 WEDNESDAY STREET STE 400
TALLAHASSEE, FLORIDA 32308
850.879.0636

December 21, 2021
To the City of Quincy and City Manager
City of Quincy
Quincy Florida

We are pleased to confirm our understanding of the services we are to provide the City of Quincy for the years ended September 30, 2021, 2022, 2023. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Quincy as of and for the years ended September 30, 2021, 2022, and 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Quincy's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the City of Quincy's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Police and Fireman supplemental pension plan
- 3) Other Postemployment Benefits schedule of Funding
- 4) Budgetary comparison schedule general fund
- 5) Budgetary comparison schedule CRA
- 6) Notes to budgetary comparison schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Quincy's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

Schedule of expenditures of federal awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of City Commissioners of The City of Quincy. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Quincy's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Quincy's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Quincy's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Quincy in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Quincy however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Moran & Smith LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to auditor general of Florida or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moran & Smith LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the any Oversight Agency for Audit, or Pass-through Entity]. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 31, 2021 and to issue our reports no later than April 30, 2022. Christopher H Moran is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$89,000 for 2021, \$89,500 for 2022, and \$90,000 for 2023. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Quincy and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Moran & Smith LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Quincy.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: December 28, 2021 (Re-Submission)
Date Submitted: December 9, 2021
To: Honorable Mayor and Members of the City Commission
From: Dr. Beverly A. Nash, Ph.D., NCC, Acting City Manager
Timothy J. Ashley, Police Chief
Subject: Purchase of Taser 7 (replacing outdated Tasers)

Statement of Issue/Background/Justification:

The City of Quincy Police Department currently utilize the Taser X26. This Taser platform has been useful, but is extremely antiquated. The Taser X26 model that has been sunset by Axon, the parent company formally known as Taser International, in 2014. The X26 Taser platform was officially sold in 2003 and Axon no longer supports X26. The cartridges and batteries for the X26 platform will be discontinued for manufacturing within a year.

In 2016, the department worked with the Florida Highway Patrol, the Tallahassee Police Department, and the Florida Wildlife commission to curb the cost to purchase new Tasers. Serviceable X26s, batteries and cartridges were donated to the police department from these agencies. This was an immense savings of almost \$80,000.

The department's Taser cartridges and batteries are depleting rapidly. Per F.S. 943.1717 - each officer authorized to carry a Taser has to fire two darts each recertification cycle (yearly). Most of the used X26's internal systems are breaking down due to normal wear and tear. A few of the department's X26 control interface display do not work properly. Each X26 battery costs \$25.00 and each X26 cartridge costs \$26.00.

Staff Recommendation:

The Taser 7 is the newest model that Axon sells. As a department, the officers successfully apply the Taser on average at least 1-2 times a month. Officers deploy the Taser 5 to 10 times a month when the suspect complies with the officer and no application has to be done. With the department having to recertify yearly, the cost of the cartridges, the cost of the batteries, and the aging Taser platforms must

be taken out of service and addressed. More importantly, the Taser program will be non-existent in a matter of a year.

The department is at risk for liability if something goes wrong electronically or through the Taser's functioning. Because the X26 is no longer being supported by Axon, the department currently has no liability insurance from or through Axon which is approximately \$10,000,000. This means that if a lawsuit should occur, there would be no additional liability insurance coverage for the police department through our Taser vendor/partner, Axon.

Axon has provided a quote for **25 X7 Tasers**. These are the newest Taser platform that is currently and most available for departments. **\$79,749.95 is the cost for 25 Tasers, holsters, cartridges, and batteries, and the cost would be distributed over a 5-year period for a yearly cost of \$15,949.99.**

The quote is for a five-year plan that gives the department new cartridges for duty and training. The department would not have to incur extra/additional costs of getting more Taser cartridges, since they are included in the quote/program.

If purchased under this contract, the Tasers will come with a five-year warranty. Replacement of the Taser would be at the cost of the vendor. Cartridges and batteries would be included in the cost of the contract.

There are two Taser Instructors who have been recently recertified to deliver the course.

GL#: 001-220-521-30491

Options:

Option 1: Authorize the police department to enter into a contract with Taser International/Axon **to purchase 25 Taser X7.**

Option 2: Provide Direction.

Staff Recommendation:

Option 1

Attachments

- Axon Quote
- Taser end of life for X26
- Executive Summary
- Axon GL Insurance



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-354158-44512.577CG

Issued: 11/12/2021

Quote Expiration: 12/15/2021

EST Contract Start Date: 01/01/2022

Account Number: 442943

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO

Delivery: Invoice-339 E Jefferson St
 339 E Jefferson St
 Quincy, FL 32351-2531
 USA

BILL TO

Quincy Police Dept. - FL
 339 E Jefferson St
 Quincy, FL 32351-2531
 USA
 Email: carlosahill@gmail.com

SALES REPRESENTATIVE

Christian Gardner
 Phone: (480) 502-6209
 Email: cgardner@axon.com
 Fax:

PRIMARY CONTACT

Carlos Hill
 Phone: (850) 627-0133
 Email: chill@myquincy.net
 Fax:

Program Length

60 Months

TOTAL COST

\$79,749.95

ESTIMATED TOTAL W/ TAX

\$79,749.95

Bundle Savings

\$17,989.30

Additional Savings

\$7,250.00

TOTAL SAVINGS

\$25,239.30

PAYMENT PLAN

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Dec, 2021	\$15,949.99
Year 2	Dec, 2022	\$15,949.99
Year 3	Dec, 2023	\$15,949.99
Year 4	Dec, 2024	\$15,949.99
Year 5	Dec, 2025	\$15,949.99

Quote Details

Bundle Summary

Item	Description	QTY	Net Price	Total(USD)
T7Cert	2021 Taser 7 Certification Bundle	25		\$132.39
DynamicBundle	Dynamic Bundle	1		\$1,522.46

Bundle: 2021 Taser 7 Certification Bundle Quantity: 25 Start: 1/1/2022 End: 12/31/2026 Total: 78999.95 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Holsters	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	2	\$80.00	17.26%		\$66.19	\$132.39
Holsters	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	23	\$80.00	17.26%		\$66.19	\$1,522.46
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	25	\$5.00	17.26%		\$4.14	\$6,205.68
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	\$38.00	17.26%		\$31.44	\$2,358.16
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	75	\$38.00	17.26%		\$31.44	\$2,358.16
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	25	\$1,720.00	34.12%		\$1,133.17	\$28,329.21
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	\$49.00	17.26%		\$40.54	\$1,013.59
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	25	\$49.00	17.26%		\$40.54	\$1,013.59
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	17.26%		\$4.14	\$248.23
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$150.00	17.26%		\$124.11	\$124.11
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 7.5 IN., TASER 7	1	\$75.00	17.26%		\$62.06	\$62.06
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$38.00	17.26%		\$31.44	\$1,572.10
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Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	30	\$86.00	17.26%	\$71.16	\$2,134.75
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	\$2.50	17.26%	\$2.07	\$3,102.84
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	17.26%	\$1,241.14	\$1,241.14
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	17.26%	\$36.32	\$36.32
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	17.26%	\$8.65	\$8.65
Other	80395	EXT WARRANTY, TASER 7 HANDLE	25	\$6.25	17.26%	\$5.17	\$6,334.96
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	\$0.42	17.26%	\$0.35	\$510.85
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.25	17.26%	\$5.17	\$253.40

Bundle: Dynamic Bundle Quantity: 1 Start: 1/1/2022 End: 12/31/2026 Total: 750 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$750.00	0.00%		\$750.00	\$750.00

INDIVIDUAL ITEMS

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Total:								0

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

11/12/2021

Date Signed

January 2, 2014

Dear Valued Customer,

Today, TASER International has announced that we will be discontinuing sales and production of the 2003 Model TASER® X26E™ conducted electrical weapon (CEW) after December 31, 2014 as we transition all X26 production lines over to the 2013 model X26P.

For the past decade the X26E has been our flagship CEW product and considered the gold standard in less-lethal weapons.

To be clear, the 2003 X26E is very effective but due to factors described in more detail below, the decade-old analog technology has approached its "sunset" as we complete transition over to the updated 2013 X26P design.

A production sunset requires background information to help you better understand our actions and how it may affect your agency (if still deploying the X26E):

- The X26E debuted in 2003 as an analog device. As with all modern electronics and the advancement of technology, older electronics become obsolete, more expensive, and harder to source. The TASER® X26P™ Smart Weapon was designed as the next generation successor to the X26E and operates on a fully digital platform. The advances are far superior in terms of safety features like trilogy log reporting (the X26P conducts 244 system checks when the safety is moved to the armed position for example); firmware updating over the web; water resistance improvements (IPX2 rating); and more.
- Agencies may continue to purchase the X26E through December 31, 2014, which includes a standard 1-year manufacturer's factory warranty. Extended warranties may be included at time of purchase for an additional four years of service, not to exceed December 31, 2019. The replacement program for "out of warranty" X26Es will expire on December 31, 2014. After December 31, 2014, agencies will not be able to purchase a replacement X26E CEW through RMA for one that is out of warranty.
- Transitioning an X26E user to an X26P requires very little training because it is similar in design and function and uses the same TASER cartridge as the X26E. In addition, sales data indicates that agencies are choosing to trade in their X26E to the newer TASER Smart Weapon platform when their X26E's five-year life has been exceeded.

We believe this decision meets our customers' needs to move from equipment that was originally designed in 2003 to the upgraded features and performance of the latest TASER Smart Weapon technology.

If you have any questions concerning this matter, please contact your TASER Regional Sales Manager or a TASER Customer Support team member at 800-978-2737 or Sales@TASER.com.

TASER 7

EXECUTIVE SUMMARY

Quincy Police Department

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 1-800-978-2737

Axon Taser Representative:

Christian Gardner
(480-502-6209)
cgardner@axon.com



Axon's Taser 7 Certification bundle offers a 5-year all-encompassing bundle of: hardware, software, accessories, equipment refreshes, and warranties together to help equip each officer with the solutions they need to stay safe.

The Quincy Police Department and Axon Enterprise, Inc. (Axon) will be partnering to deliver a Taser 7 Certification platform and program. Our goal is to deliver predictable annual spend, and the best technology in order to reduce the agency's liability while increasing the agency's efficiency and most importantly, safety.

Taser 7 is only sold in a bundled solution. The Certification bundle is Axon's all-encompassing plan that will provide everything necessary for the Quincy Police Department to have a Taser 7 program but provide resources for additional training. Axon has a price increase each year of about 4-6%, so by locking in the next 5 years of the Taser program now, as an estimate, the department would save 20% of CEW spend over next 5 years

When procuring products and services, the relationship with a vendor is usually transactional in nature. Axon is different from other providers specifically in this respect. The Quincy Police Department would be entering into an ongoing relationship with Axon and would be bound by the quality, support and product evolution of our company. It is critical to select the vendor that best aligns with your needs and would continually provide the support needed for the agency's success.

Axon represents the entire network of devices, applications, and people that is revolutionizing public safety around the world. Our mission is to protect life. Our technologies give law enforcement the confidence, focus, and time they need to keep their communities safe. Today, our CEWs are in use in more than 18,000 agencies globally and our other Axon family of products are in use by more than 6,000 agencies. Our suite of connected products from body cameras to evidence management, has given police agencies the flexibility and the versatility to operate with increased transparency and efficiency.

A message from our CEO and founder Rick Smith
WHERE DO WE GO FROM HERE?

<https://www.axon.com/news/where-do-we-go-from-here>

The Quincy Police Department's Current TASER Program

CURRENT TASER MODELS

X26

- ❖ Single-shot weapons
- ❖ X26s have been sunsetted

AGE AND STATUS OF CURRENT TASER CEWS

TASER AGES: Axon does not have record of the current X26 platform at the agency.

5-YEAR USEFUL LIFE RECOMMENDATION FOR ALL TASER WEAPONS

- 1) High voltage electronic components wear out over time and may not operate as expected.
- 2) Weapons that are more than 5 years old *are 2x more likely to fail in the field.*

WHAT IT MEANS FOR YOU



This recommendation is **NOT** an expiration date, but guidance only



5-year useful life recommendations are common in the industry for other products like body armor



A \$10 million liability insurance policy is extended to all of our customers, but won't cover worn-out components older than 5 years*

*However, in the event that a TASER CEW fails due to a worn-out electronic component that is older than 5 years, our insurance would not cover this claim, and AXON would not be liable for any resulting injuries.

Advantages in Upgrading to the TASER 7



| **CONFIDENCE IN ACTION:** *Dual shot for extra coverage in case of miss or disconnect*

| **WARNING ARCH FOR DEESCALATION:** *Warning arc emits audible noise that may deter subjects without needing to deploy*

| **ENHANCED CLOTHING PENETRATION:** *Double kinetic energy of past models for better penetration/fewer disconnects*

| **FLEXIBILITY WITH DEPLOYMENT DISTANCES:** *New cartridges designed for both close-quarter ranges and standoff distances*

| **SMOOTH TRANSITION:** *Similar in size to X26P and smaller than X2 for easy transition*

| **IMPROVED TARGETING:** *Daytime green LASER and dual LASERs lets users get a better sense of where the probes are aimed*

TASER 7 delivers the safest, most effective less-lethal device in the history of law enforcement

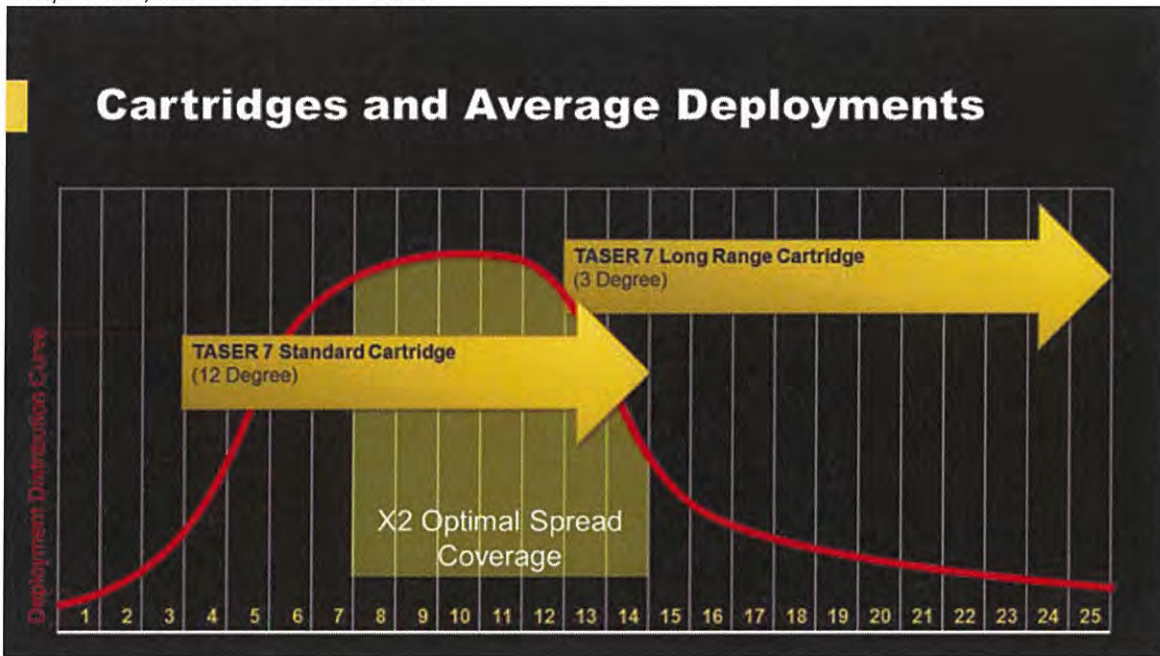


- ❖ *Dramatically improved chances of First Shot Effectiveness at the distances to target where 90% of Use of Force Encounters occur, eliminating the absence of incapacitation which occurs when probes attach too close to one another by offering optimal probe spread within the range most common for force deployments.*
- ❖ *Exponentially more probable Target Attachment than any model to date as probes arriving on target with greater velocity and weight impact with twice the kinetic energy, offering dramatically increased clothing compaction and adherence to more targets, more often.*
- ❖ *Dramatically improved Effectiveness Upon Impact through an optimized application of electricity as adaptive cross connection requires devices to actively seek and exploit every possible path of electricity between every probe deployed, and to engage in this pursuit up to 44 times each second.*
- ❖ *A paradigm shift forward in proactive, industry leading Training consistent with modern police training standards requiring scenario-based and repetitive applications for minimal effectiveness under the stress and dynamic pace of real-world applications.*
- ❖ *The only use of force option which leverages the potential and Power of the Cloud as a device which will routinely deliver better, more actionable Use of Force data to every program administrator while simultaneously seeking constant software evolution, enhancement, and optimal maintenance.*
- ❖ *A leap forward in the Efficiency of Workflow as frequent, consistent, and routine Cloud connectivity with imperceptible impact on the daily routine of officers eliminates substantial man hours otherwise required of program administrators to seek, touch, and manipulate devices in order to leverage their data and maintain their effectiveness. With the added benefit of re-conditioning and recharging batteries rather than replacing them with every depletion, this dock-and-walk standard now offers remote CEW program command capability.*

FIRST SHOT EFFECTIVENESS:

The graphic below represents an analysis of CEW deployments indicating that an average of 90% occur within 10' of a subject. Within this range, the X2 with standard duty cartridge requires a minimum of 7' between the weapon and subject in order to reach optimal probe spread necessary to achieve incapacitation.

For context, the New Orleans Police Department, by example, identified that 49.32% (693) of 1407 CEW deployments occurred within 5 feet of the subject, a range within which the X2 and X26P would not incapacitate, while the TASER 7 could.



TARGET ATTACHMENT

The TASER 7 rate of probe deployment is 28% faster than the X2 with 1.8X the kinetic energy upon impact. With heavier probes traveling more than 20 feet per second faster than the X2, this resulting increase in kinetic energy results in increased clothing compaction in order to facilitate successful incapacitation upon suspects wearing loose clothing, puffy garments, or multiple layers of clothing. At distance of 7', the TASER 7 is 15% more effective at clothing penetration/compaction than the X2. Also because of these enhancements, the TASER 7 better penetrates thick material (including leather belts) at a rate of 28% more effective than the X2 at 1' and 6% better at 7'.

EFFICIENCY OF WORKFLOW

A time study comparing TASER 7 vs. TASER X2 and found that the Dock and Go workflow of TASER 7 may save agencies up to 4-man hours per year per CEW by automating data downloads and firmware upgrades, whereas the X2 requires hands-on legacy administrative support by agency staff.

Purpose of the Certification Plan

This plan would provide the infrastructure for the Quincy Police Department's less-lethal program for five years

5-YEAR FORECAST

Ability to have a budgeted line item and know exactly what the department will be spending annually the next 5 years on Tasers and accessories.

BUILT IN DUTY CARTRIDGE REFRESH

Ability to not have to purchase duty cartridges over the next 5 years. Duty cartridges are replenished when deployed in the field by simply sending the log to Axon.

FULL OVERSIGHT OF TASER PROGRAM

Have all weapons on the same 5-year useful life all under one single invoice.

CONFIDENCE WITH WARRANTY COVERAGE

Have all Tasers under the same warranty umbrella with a no-questions-asked warranty on the Tasers, batteries, cartridges and dock.

INNOVATIVE TRAINING

Ability to train with 4 times as many cartridges as you currently are. To also provide an innovative VR Empathy Training program.

REDUCED RISK

By accessing end-user training with trackable modules and assessment scores, your agency can prove exactly the level of training received, thereby reducing your risk.

Quincy Police Department on Taser 7 Certification

Axon and the Quincy Police Department are partnering to provide an all-encompassing CEW program with the Taser 7 Certification bundle for 7 officers for the next 5 years.

Hardware:

- ❖ (25) Taser 7 Handles
- ❖ (23) Blackhawk right-handed holsters
- ❖ (2) Blackhawk left-handed holsters
- ❖ (30) Rechargeable batteries
- ❖ (25) Standoff – long distance – Inert Cartridges
- ❖ (25) CQ – short distance – Inert Cartridges
- ❖ (1) Target and frame
- ❖ (1) HALT Suit
- ❖ (1) Dock

Warranties:

- ❖ 5-year warranty on Taser 7 hardware, rechargeable batteries, and dock.

Software:

- ❖ (1) Evidence.com Admin License
- ❖ (25) Evidence.com Licenses

Cartridge Deliverables (Each Officer):

- ❖ (8) Training cartridges in Years 1, 3, 6 and 8
 - (2) Close Quarter, (2) Stand-Off [Live Cartridges]
 - (2) Close Quarter, (2) Stand-Off [HALT Cartridges]
- ❖ (4) Training cartridges in Years 2, 4, 5
 - (2) Close Quarter [Live Cartridges]
 - (2) Stand-Off [Live Cartridges]
- ❖ **Unlimited Duty Cartridge Replenishment**
 - Each officer will receive (2) Live Close Quarter and (2) Live Stand-Off duty cartridges
 - Cartridges deployed on-duty are replaced as a part of the plan

YEAR 1 PAYMENT: \$15,949

YEAR 2-5 PAYMENT: \$15,949

Current incentive with the department is **\$7,250**, including **\$6,500** to buy back legacy weapons at a 1-to-1 ratio. We have added a HALT suit into the incentive as well.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-354158-44512.577CG

Issued: 11/12/2021

Quote Expiration: 12/15/2021

EST Contract Start Date: 01/01/2022

Account Number: 442943

Payment Terms: N30
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Delivery/Invoice-339 E Jefferson St 339 E Jefferson St Quincy, FL 32351-2531 USA	Quincy Police Dept. - FL 339 E Jefferson St Quincy, FL 32351-2531 USA Email: carlosahill@gmail.com	Christian Gardner Phone: (480) 502-6209 Email: cgardner@axon.com Fax:	Carlos Hill Phone: (850) 627-0133 Email: chill@myquincy.net Fax:

Program Length	60 Months	Bundle Savings	\$17,989.30
TOTAL COST	\$79,749.95	Additional Savings	\$7,250.00
ESTIMATED TOTAL W/ TAX	\$79,749.95	TOTAL SAVINGS	\$25,239.30

PAYMENT PLAN		
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Quote Details

Bundle Summary		
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Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$150.00	17.26%		\$124.11	\$124.11
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 7.5 IN., TASER 7	1	\$75.00	17.26%		\$62.06	\$62.06
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$38.00	17.26%		\$31.44	\$1,572.10
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$38.00	17.26%		\$31.44	\$1,572.10
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$38.00	17.26%		\$31.44	\$1,572.10
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$38.00	17.26%		\$31.44	\$1,572.10

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	30	\$86.00	17.26%	\$71.16	\$2,134.75
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	\$38.00	17.26%	\$31.44	\$1,572.10
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	\$2.50	17.26%	\$2.07	\$3,102.84
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	17.26%	\$1,241.14	\$1,241.14
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	17.26%	\$36.32	\$36.32
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	17.26%	\$8.65	\$8.65
Other	80395	EXT WARRANTY, TASER 7 HANDLE	25	\$6.25	17.26%	\$5.17	\$6,334.96
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	30	\$0.42	17.26%	\$0.35	\$510.85
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.25	17.26%	\$5.17	\$253.40

Bundle: Dynamic Bundle Quantity: 1 Start: 1/1/2022 End: 12/31/2026 Total: 750 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$750.00	0.00%		\$750.00	\$750.00

INDIVIDUAL ITEMS								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Total:								0

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570080474111 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Xcl Prod/Comp Ops			023627605 GL excluding Products SIR applies per policy terms & conditions	02/01/2020	02/01/2021	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG Excluded Per Occ SIR \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570080474111

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER Axon Enterprise, Inc. 17800 N. 85th st. Scottsdale AZ 85255 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570080474111			
CARRIER See Certificate Number: 570080474111	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
 2/1/2020 - 2/1/2021:

Policy #034064091
 Lexington Insurance Company
 Claims Made Coverage Form - Products Liability
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
 Lexington Insurance Company
 Occurrence Coverage Form - Products Liability
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Occurrence Self Insured Retention

**CITY OF QUINCY
CITY COMMISSION
REGULAR MEETING
AGENDA REQUEST**

MEETING DATE: Tuesday, December 28, 2021

DATE OF REQUEST: Tuesday, December 21, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Mayor Ronte Harris and Members of the City Commission
Attorney Gary Roberts, City Attorney

SUBJECT: Position: Acting City Manager
Draft Contract, City of Quincy, Florida and Dr. Beverly A.
Nash, Ph.D., NCC

Background (Annotated Version):

The City Commission, City of Quincy held a regular meeting, whereby Mayor Pro-Tem Keith Dowdell made a motion for the selection as acting city manager and the motion carried by the official vote of the City Commission.

Dr. Beverly A. Nash, Ph.D., NCC was named and accepted the acting city manager's position.

Effective Friday, December 17, 2021, Mr. Jack L. McLean Jr. was released from his duties as City Manager for the City of Quincy. At 5:01, Dr. Beverly A. Nash, Ph.D., NCC assumed the position of acting city manager.

Dr. Beverly A. Nash, Ph.D., NCC after assuming the position at 5:01 pm, participated in the Special Meeting held at 5:30 pm in that acting position role.

Additional documentation was provided in the workshop packet for review, discussion and decision-making by the full City of Quincy City Commission.

City Commission Action Needed:

Options:

- Option 1: Vote to approve contract for acting city manager in the person of Dr. Beverly A. Nash, Ph.D., NCC.
- Option 2: Vote to deny contract for acting city manager in the person of Dr. Beverly A. Nash, Ph.D., NCC.
- Option 3: Guidance and instructions provided by City Commissioners.

COMMISSION RECOMMENDATION:

Option: to be determined by City of Quincy City Commission

Exhibit A: Curriculum Vita: Dr. Beverly A. Nash, Ph.D., NCC

Exhibit B: Draft Contract, City of Quincy, Florida and Dr. Beverly A. Nash, Ph.D., NCC

**Exhibit A: Curriculum Vita:
Dr. Beverly A. Nash, Ph.D., NCC**

DR. BEVERLY ANN NASH, PH.D., NCC
P.O. Box 696 – Quincy, Florida 32353
65 North Virginia Street, Quincy, Florida 32351
850-345-7459 (Cell) -- Email Address: adaobi1@aol.com

PROFESSIONAL PROFILE:

Seasoned administrator with cross-functional experiences; proven expertise in leadership, administration, federal and state grants, research, planning, operational oversight, and organizational development. Excellent planning, analytical and organizational skills. Distinguished performance on teams at large-scale governmental agencies and small to medium school districts, agencies, community colleges and universities; provided strategic leadership, and vision to deliver improved financial, performance, and program/project results. Successful in identifying and capitalizing upon funding opportunities through the integration of technical, personnel, financial, operational and community resources.

CORE COMPETENCIES:

- Strategic Planning and Cross-Functional Team Leadership
- Large Project & Program Management and Implementation
- Employee Relations and Counseling
- Leadership Development, Training and Assessment
- Accreditation & Regulatory Compliance
- ADA, EEO and Affirmative Action Regulations
- Grant Writing & Administration
- Diverse Populations Experience
- Research, Data Collection and Analysis
- Technical Specifications and Bids
- Community Engagement and Special Events
- Quality and Performance Improvement

PROFESSIONAL EXPERIENCES:

2018 - 2021 **THE CITY OF QUINCY, CITY HALL**, 404 Jefferson Street, Quincy, Florida 32351. Grant writing and project management, grant funding/awards, research, proposal development, federal and state compliance, data collection, customer services, preparing and maintaining official reports, legal documents and financial records and reporting. Over 10 million dollars in grant funding from multiple federal, state, and local funding sources.

2015 - 2018 **GADSDEN COUNTY PUBLIC SCHOOL DISTRICT**, 35 Martin Luther King, Jr. Street, Quincy, Florida 32351. Academic, life, career and family counseling and services to students, parents, and teachers, including provided leadership for student national/state tests and assessments; increased student participation by 50%. Demonstrated expertise in classroom management, student relations, and learner retention. Encouraged and facilitated the use of technology tools by staff and students to enrich and transform opportunities for communication, collaboration, critical thinking, and creativity.

2002 - 2017 **NCN CONSULTING, LLC, P.O. Box 696**, Quincy, Florida 32353

CEO/Consultant

- Founded a consulting practice specializing in **education and development services, strategic planning, grant writing and organizational change.**
- **Clients:**
 - ✓ (2013 - 2015) **Panhandle Area Education Consortium (PAEC), Chipley, Florida and PCG Education, Tallahassee, Florida 32301**
 - Facilitated **train-the-trainer workshops** on Common Core National Standards/Florida Standards for teachers and administrators employed by Charter Schools located in northern Florida with 100% satisfactory to outstanding results.
 - ✓ (2006 - 2015) **Gadsden County Public School District, 35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351**
 - Managed school-based health centers projects and magnet school initiative.
 - Appointed project director with full responsibilities for budgeting, staffing, teacher training, **educational administration**, and Federal and School Board reporting. Procured and responsible for **grant administration** of the following funded projects:

- ✓ The Character Education Initiative, United States Department of Education, Office of Safe and Drug-Free Schools, \$1.5 million, 4-years (one of the largest competitive grants awarded to the school District).
- ✓ Florida Department of Education, Bureau of Instruction and Innovation, Office of Safe and Healthy Schools, Coordinated School Health Program, Tobacco Prevention and Intervention Teacher Training Project, \$60,000 for 1-year.
- ✓ Florida Department of Education, 21st Century Community Learning Centers, \$215,984 and \$179,379 (for 2-year each).
- ✓ U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), Affordable Care Act (ACA) Grants for School-Based Health Centers Capital Program, \$499,974 for 2-years.
- ✓ Launched a portfolio of marketing, educational and communication services, and programs to increase awareness, services, expand partnerships, and increase program funding.
- ✓ Directed all regulatory affairs, compliance, including Institutional Review Board and reporting functions to meet local, state, and federal requirements.
- ✓ Implemented operational plan and processes to facilitate state and federal reporting requirements.
- ✓ Developed and implemented individual and comprehensive culturally competent-based wrap-around programs and services aligned with academic, emotional, and social needs of students, parents, and the community; utilized a continuous improvement system to help maximize individual, team and organizational performance.
- ✓ Utilized a systemic approach achieving results by maximizing the performance of people, ensured work processes were efficiently implemented, enhanced customer satisfaction, and ensured that a favorable return was offered to the bottom line.
- ✓ Served as assistant principal for curriculum at the high school level and utilized educational proficiencies in the areas of curriculum development, operation management, classroom instruction, student learning, student tests and assessments and data analysis to increase parent involvement, student engagement and professional development. Led program development; served on textbook selection committee. Served as principal of a charter school. Conducted periodic reviews of instructors to evaluate workload, teaching methods, student interaction, and overall performance. Expanded student services to include monthly guest speaker programs, peer counseling and community partnerships.
- ✓ Supervised field site education programs for students from Florida A&M University, Florida State University and Thomas University Social Work programs (undergraduate and graduate).

2001 - 2006 Caregiver for terminally ill mother. Scheduled medical appointments, financial custodianship, and legal coordination.

1988 - 2001 **FLORIDA DEPARTMENT OF EDUCATION**, Tallahassee, Florida 32399

- (1997 - 2001) **Senior Educational Program Director**
 - ✓ Led a team of 15 employees responsible for administration, coordination, budget oversight and implementation of over \$400 million in federal and state grants and projects with no federal audit exceptions.
 - ✓ Developed and coordinated Federal and executive summary reports, memos, manuals, public relations materials, technical assistance documents, budgets and plans for distribution to school districts (67), public charter schools (over 400), community colleges (28), universities (private and public - 12), community-based organizations (over 500), other governmental (federal, state, county, city) entities and statewide community, such as the **Florida's Plan for the Use of Federal Vocational and Applied Technology Education Funds**.
 - ✓ Led and participated on teams to ensure compliance with **Federal and state mandates**. Facilitated integration and communication of changes and enhancements to existing programs. Developed and implemented **improved business processes** to streamline operations and reduce overhead costs, which led to being awarded the Davis Productivity Award.
 - ✓ Developed, conducted, and coordinated **professional development and leadership training at regional and statewide workshops, meetings and conferences** resulting in improved management and operational strategies. Developed and designed **leadership-training** programs for district/school/university level

- ✓ supervisors, directors, and team leaders.
- ✓ Negotiated and coordinated **multi-million-dollar, multi-year contracts** – long term, fixed price, and minority suppliers.
- ✓ Evaluated curriculum to expand course offerings and effectively prepare students for employment in business, professional and technical (CTE) fields.

Career Progression:

- Program Specialist IV (1996 - 1997)
- Program Specialist Supervisor II (1993 - 1996)
- Program Specialist III (1988 - 1993)

1988 – Instructor - **BRANELL COLLEGE, TALLAHASSEE, FLORIDA 32308**. Branell College was a private vocational and technical institution serving about 600 full-time and part-time students. Taught the following courses: Business Communication, Lotus 1-2-3, Typing (beginning, intermediate and advanced) and Business Machines.

1984-1988 - Coordinator, Training and Support Services. **EXECUTIVE OFFICE OF THE GOVERNOR (STATE OF FLORIDA), OFFICE OF INFORMATION SERVICES, CARLTON BUILDING, TALLAHASSEE, FLORIDA 32399**. Responsible for the development and coordination of software and system training and support for the Executive Office of the Governor (more than 380 employees). Duties included: assisting users with software and hardware concerns and problems, communicating to users' product/system specifications and requirements; planning, organizing, coordinating, and conducting software and hardware training using the IBM, Apple, and Wang systems.

TEACHING EXPERIENCES:

Adjunct Professor, Florida Agricultural and Mechanical University, College of Education, Tallahassee, Florida 32307. EME 2040-305, Introduction to Educational Technology. Customized course by utilizing Blackboard® for course information and assessment.

Adjunct Professor, Branell College, Tallahassee, Florida 32308. Business Communication, Microsoft WORD and EXCEL and Lotus 1-2-3, General Typing (beginning, intermediate and advanced) and Business Machines.

Adjunct Professor, Tri-County Technical College, Division of Comprehensive Studies, Pendleton, South Carolina 29670. Career exploration, student orientation and personal development.

Adjunct Professor, Tri-County Technical College, Division of Comprehensive Studies, Pendleton, South Carolina 29670. Psychology 031-01.

Instructor, Tucson Skill Center, Tucson Public Schools, Tucson, Arizona 85701. Business courses: Typing, Business Machines, and Office Practices.

Assistant Principal, Guidance Counselor, Regular and Substitute Teacher, PK-12 grade levels: Gadsden County (Quincy, Florida) and Caddo Parish (Shreveport, Louisiana) Public School Districts.

EDUCATION:

Doctor of Philosophy: Educational Leadership. (August 2000). Florida Agricultural and Mechanical University, College of Education, Tallahassee, Florida. Dissertation Topic: *The utility of Perkins data in support of Florida's system of secondary vocational education program improvement*. Primary research themes: educational equity, vocational education, educational decision support systems (DSS) and school/program improvement strategies. Research training: both qualitative and quantitative methodologies.

Educational Specialist: Human Resource Development. (April 1990). Florida State University, College of Education, Tallahassee, Florida.

Master of Education: Personnel Services/Counseling. (December 1980). Clemson University, College of Education, Clemson, South Carolina.

Bachelor of Science: Public Administration. (May 1975). University of Arizona, College of Public Administration (Correctional Administration), Tucson, Arizona.

Master's level course work in Dispute Resolution and Conflict Management, Southern Methodist University, Dallas, Texas

and Curriculum and Instruction, Ashford University (on-line program), San Diego, California

DISSERTATION: RESEARCH PARTICIPATION:

- Bamdas, J. A. M. (2009). Emerging narratives of Native American, Asian American, and African American women in middle adulthood with an education doctorate degree. Florida Atlantic University (Doctoral Dissertation).
- Pouncey, M. (2012). Advancement to educational leadership by women of color: An interpretive phenomenological analysis. University of Phoenix (Doctoral Dissertation). Available from ProQuest Dissertations and Theses database. (UMI No. 3647302).

PROFESSIONAL CERTIFICATIONS:

- National Certified Counselor (NCC), National Board for Certified Counselors, Inc. NBCC Certificate Number: 06112
State of Florida Notary Public (Bonded), October 27, 2021 through October 25, 2025
Certified Instructor, HIV/AIDS/STD Peer Educators Certification Program, The National Association for Equal Opportunity in Higher Education (NAFEO), funded by the Centers for Disease Control and Prevention (CDC)

SELECTED PROFESSIONAL MEMBERSHIPS:

- American Association of University Women
Association for Multi-Cultural Counseling and Development
National Black Child Development Institute
Alpha Kappa Alpha Sorority, Incorporated

SELECTED BOOKS, BOOKLETS, PAPERS, TECHNICAL REPORTS, TRAINING MATERIALS AND MANUALS:

- Nash, B. A. *Comprehensive plan for student recruitment*. Southern University at Shreveport.
- Nash, B.A. *Division of student affairs policies and procedures handbook*. Manual on employment, institutional and workplace policies, and procedures.
- Nash, B.A. *Records management handbook*. Southern University at Shreveport.
- Nash, B.A. *Pre-approval (funding plan) tracking process*. Instructional manual for a reengineered automated departmental process. Florida Department of Education: Tallahassee, Florida.
- Nash, B.A. *The utility of Perkins data in support of Florida's system of secondary vocational education program improvement*. Ann Arbor, Michigan: Bell & Howell Information and Learning Company.
- Nash, B.A. *The project review and approval system: Internal procedures for processing grants, projects, and amendments*. Training materials and instructional manual presented to professional staff of the Florida Department of Education, Bureau of Instructional Support and Community Services: Tallahassee, Florida.
- Nash, B.A. *DVE 318 automated application manual*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida. An automated process to collect data and information for the Carl D. Perkins Act Annual Performance Report.
- Nash, B.A. *Perk notes: Committee of practitioners*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida. A newsletter about programs, services and activities related to the Carl D. Perkins Act.
- Nash, B.A. *The committee of practitioners: Status report, 1990-1994*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida.
- Nash, B.A. *Gold seal awardees: Readiness to pursue postsecondary education*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Development, Planning and Information Systems: Tallahassee, Florida. A monograph.
- Nash, B.A. *Exemplary vocational & applied technology education programs in Florida funded by the Carl D. Perkins Act*. Florida Department of Education, Division of Applied Technology and Adult Education, Bureau of Planning, Development and Information Systems: Tallahassee, Florida.
- Nash, B.A. *Automation benefits survey and analysis*. Executive Office of the Governor, Office of Information Services:

Tallahassee, Florida.

- Nash, B.A. *Acceptance tests: User-based portion-Wang office automation system*. Executive Office of the Governor, Office of Information Services: Tallahassee, Florida.
- Nash, B.A. *One-minute manual: Using the Xerox laser printer with easy text*. Executive Office of the Governor, Office of Information Services: Tallahassee, Florida.
- Nash, B.A. *Former student questionnaire and analysis*. Tri-County Technical College: Pendleton, South Carolina.
- Nash, B.A. *Employment needs of women in Anderson, Oconee, and Pickens counties*. Tri-County Technical College: Pendleton, South Carolina.
- Nash, B.A. *Placement manual*. Clemson University, Division of Career Services, Placement Office. University Communications, Inc.: Rahway, New Jersey.
- Nash, B.A. *An analysis of the region X community mental health and retardation crisis intervention delivery system*. Blue Ridge Comprehensive Community Mental Health Center of the Region X Community Mental Health and Retardation Services Board (served Charlottesville, Albemarle, Fluvanna, Greene, Louisa, and Nelson counties): Charlottesville, Virginia.

SELECTED FUNDED GRANTS AND PROJECTS:

- Gross, J. & Nash, B.A. *The church's response to family violence*. Violence Against Women Grant Office, Office of Justice Programs, U.S. Department of Justice, State of Florida, Prevention of Domestic and Sexual Violence Section, Florida Department of Community Affairs, Bethel A.M.E. Church: Tallahassee, Florida, \$7,317. A program designed to bring collaborative services to the South side of Tallahassee, educate the church communities about violence and provide strategies for effective church-based programs and services.
- Nash, B.A. The Character Education Initiative, United States Department of Education, Office Safe and Drug-Free Schools, Partnerships in Character Education, \$1.5 million.
- Nash, B.A. Tobacco Use Prevention and Intervention Teacher Training Project, Florida Department of Education, \$60,000.00.
- Nash, B.A. IndiVisual Learning – Hewlett-Packard Read for Life Scholarship: Newton Smith Elementary School, Shreveport, Louisiana. 1st Prize Award Winner: \$10,000.
- Nash, B.A. *The Learning Enrichment Program (LEP)*. Community Empowerment Programs, City of Shreveport, Louisiana, Martin Luther King, Jr. Neighborhood Association, \$5,221. A program designed to provide academic and test testing enrichment to thirty (30) 4th grade school students from two local elementary schools.
- Nash, B.A. *Project hip-hop reading®*. Alliance for Education, Caddo Parish School District, Mini-Grant Awards of Excellence Program, \$750. The project engaged students in reading by utilizing various aspects of hip-hop culture.
- Nash, B.A. *National youth sports program – Girls' sports clinics (NYSP-GSC)*. Southern University at Shreveport, National Youth Sports Corporation, Indianapolis, Indiana, \$6,462.00. A sports program for girls aged 10-16 years old from the local community to encourage participation in non-traditional sports; to build positive relationships with participants, coaches, and student-athletes, and to encourage the continuous involvement in athletics.
- Nash, B.A. *Project T.E.A.M. mentoring and after-school program*. The W.A.Y. Ministries of Tallahassee, Inc., Florida Department of Juvenile Justice, Faith Community Network, \$7,630. A mentoring and after-school program for at-risk youth.
- Nash, B.A. *Sports for life – A Project of the Florida Office of Tobacco Control*. The W.A.Y. Ministries of Tallahassee, Inc., \$1,500. A summer sports program for at-risk youth.
- Nash, B.A. *Winning girls! Winning women!* Family Preservation and Family Support Funds, Department of Children and Families, District 2, Daughters of Sarah Allen, Bethel African Methodist Episcopal Church: Tallahassee, Florida, \$2,000. A mentoring and outreach program for at-risk girls and their families.
- Nash, B.A. *Moore about computers*. W.T. Moore Elementary School, Leon County School District: Tallahassee, Florida, \$1,000 and over \$30,000 in computers, printers, and services. An after-school program designed to provide academic enrichment (math and computers) and career development to minority students.
- Nash, B.A. *Dropout intervention project (DIP)*. Manpower Training Program, Job Training and Partnership Act (J.T.P.A.), Tri-County Technical College: Pendleton: South Carolina, \$63,000. A training program for at-risk youths.
- Nash, B.A., Norris, A. & Teal, C. *Female, and minority (FM) project*. Tri-County Technical College funded by Appalachian Regional Commission, South Carolina, \$200,000 and over \$50,000 in contributions and services. A full-service program designed to recruit, train, and retain minorities and females into high technology careers.
- Nash, B.A. & Teal, C. *Pilot project to recruit and train rural and low-income women for high technology occupations*.

Department of Labor, Women's Bureau, Tri-County Technical College: Pendleton, South Carolina, \$40,000. A recruitment and training program for women.

Nash, B.A. & Teal, C. *Women reaching out to women*. South Carolina Department of Education, Office of Vocational Education, Tri-County Technical College: Pendleton, South Carolina, \$4,000. A program designed to recruit women into high technology careers.

DEVELOPED CONFERENCES AND WORKSHOPS:

The church's response to violence: Halting abuse, neglect and exploitation of the elderly and our children, our schools and you. Bethel A.M.E. Church: Tallahassee, Florida, A community conference.

Africa: Yesterday, today, and tomorrow. Harambee: Tallahassee, Florida. An international cultural festival. Primarily responsible for the African/Caribbean Museum, educational presentations, workshops, and speakers.

Empowerment of the educational community for the gifted child: School, parents, business, government, and the community. Leon County Association for Gifted Children: Tallahassee, Florida. A regional conference on giftedness.

Gifted children: Meeting their needs. Leon County Association for Gifted Children: Tallahassee, Florida. A regional conference on giftedness.

Gifted education: A shared partnership. Leon County Association for Gifted Children: Tallahassee, Florida.

Understanding and preparing the gifted child. Leon County Association for Gifted Children: Tallahassee, Florida.

Computer camps for female and/or minority students, grades 9-12. Tri-County Technical College: Pendleton, South Carolina. A summer technology camp serving Pickens, Anderson, and Oconee counties.

Women and careers: Options for the 80's. Clemson University: Clemson, South Carolina. A career fair and conference emphasizing non-traditional occupations for women.

Charles F. Bolden, Jr., NASA astronaut day. Tri-County Technical College: Pendleton, South Carolina. Recognition of Blacks in the United States Space Program and a celebration of the opportunities available to females and minorities in technical-oriented careers.

Young Writers Conference. Havana Elementary School, Gadsden County Schools, Havana, Florida.

SELECTED PROFESSIONAL ACTIVITIES:

Juvenile Justice Council, Inc., Leon County (Florida), Education Committee

State Task Force on Greater Accountability in Gifted Education, (Florida)

Leon Association for Gifted Children (L.A.G.C.), Leon County (Florida) School District

President; Chairperson, Parenting Workshop, Scholarship and Fund Development Committees; planned and organized Regional Conferences, and implemented various other training activities for parents of gifted children

State Steering Committee for Programs for Gifted Students, (Florida)

Delegate, Virginia Governor's Conference on Library and Information Services, Richmond, Virginia

SELECTED COMMUNITY ACTIVITIES:

Tallahassee Girls' Choir of CHOICE, (Tallahassee, Florida), Executive Board member and President

Volunteer Mentor, Gadsden County Public School District

Capital City Garden Club – member and presenter

American Red Cross – Dallas Chapter, Katrina, and Rita Relief

Tallahassee (Florida) Senior Center Foundation, board member

Tallahassee (Florida) Senior Center Advisory Board, board member

Refuge House Board of Directors, (Tallahassee, Florida), board member

The John G. Riley Museum and Center of African American History and Culture, Tallahassee, Florida, supporting member

Tallahassee Community Hospital, Ethics Committee, Tallahassee, Florida, member

Bethel African Methodist Episcopal Church, Tallahassee, Florida. Finance Committee; Bethel Orchestra; Church Trustee; member of the Daughters of Sarah Allen (mentor); member of the Church School, Bible Class III; Coordinator, Girl Scout Ministry (developed a full-service girl scout program with eight troops and over 125 registered girl scouts); Chair, Committee on Violence Education and Outreach; Chair, Sub-Committee on Information Management and Technology; Lay Organization, recording secretary and member Steward Board I.

Leon County (Florida) School District (Volunteer), Bond Elementary School, The Governor's Mentoring/Tutoring Program; Florida A&M University Development Research School (FAMU DRS), President, School Advisory Board, Junior Varsity Cheerleading-booster member, Track and Field Team-booster member; School for Individualized Learning (SAIL), Parent-Teacher-Student Organization (PTSO), Vice-President and Editor of the PTSO Newsletter; Lincoln High School, (PTSO), Co-President, Volunteer Coordinator; District Advisory Council (DAC), Secretary; (DAC) Representative, Academic Resource Center; Advisor to Student Government Association, Cobb Middle School, and Homeroom Mother/Coordinator, W.T. Moore Elementary, Buck Lake Elementary, Cobb Middle, Lincoln High and SAIL Schools

Association of African Methodist Episcopal Scouts (AAMES), Chair, Committee on the Religious Recognition Program; Florida Conference, Chair, Committee on Girl Scouting

Florida History Fair (Statewide), Judge, Junior/Middle School Level

Girl Scout Council of the Apalachee Bend, Tallahassee, Florida, Troop Sponsor (six troops); Executive Board, President, (Council serves 15 counties – two terms); First Vice-President; implemented various outreach programs, for example, Bethel AME Church Book Scholarship Fund in the name of one of the first African American troop leaders in Leon County – raised over \$3,500; implemented Florida's first Girl Scout troop for daughters of incarcerated mothers (SOAR – Seizing Opportunities, Achieving Respect) (honored with the Governor's Peace at Home Award); Nominating Committee; Girl Scout Leader, Troops: Daisy, Brownie, Junior, Cadette and Senior Levels; Organized first multi-cultural group to travel to Europe; Jamaica, 1991; Girl Scout Ministry Coordinator, Bethel AME Church, and Chairperson, Insurance Committee

Girl Scout Council of the Florida Panhandle, Quincy, Florida (serves 19 counties) – Executive Board of Directors - member; serve as chair of the fund development and philanthropy committee. Girl Scout Council of the Florida Panhandle (GSCFP)/Gateway Council of the Girl Scouts, Life Member, Former President of the GSFP Board (19 counties) (two-3-year terms), Former Board Member and Troop Leader (all levels and ages).

Life Member: Florida A&M University Alumni Association, Leon County Chapter

Harambee Arts & Cultural Heritage Council, Chairperson, Committee on Africa

SELECTED HONORS AND AWARDS:

Bishop's Award of Excellence for Outstanding Pillar-Building Service in the African Methodist Episcopal Church, 11th Episcopal District (Florida)

Woman of the Year Award, African American People Succeeding (AMPS) Magazine, Shreveport, Louisiana

Woman of the Year Award, National Hook-Up of Black Women, Gadsden County Chapter, Quincy, Florida

Lifetime Membership, Girl Scouts of the United States (GSUSA)

Woman of the Year Award, Bethel AME Church, Tallahassee, Florida

God and Service Award, the African Methodist Episcopal (AME) Church and the Girl Scouts of the USA, Tallahassee, Florida

Florida Department of Education, Quality Improvement Team Award/DOE Grant Development Team

Florida Department of Education, Special Achievement Award, and Certificate of Appreciation for Serving on the Budget Entity Committee

Davis Productivity Award, Certificate of Commendation, Florida Tax Watch

National Association for the Advancement of Colored People (NAACP), Tallahassee, Florida Branch, James Hudson Citizenship Award

Black History Month Achiever Award, Tallahassee Democrat

Outstanding PTSO President Award, Lincoln High School, Leon County (Florida) School District

Florida Department of Education, Work Unit Award

Devoted Leader Award, Girl Scout Council of the Apalachee Bend, Tallahassee, Florida

A Salute to Citizenship Award, State of Florida, Nominee, Philip Morris Companies, Inc.

Extraordinary School Volunteer Award, Leon County School District, Tallahassee, Florida, contributed over 500 hours

Outstanding School Volunteer Award, Leon County (Florida) School District, contributed over 200 hours

Woman of the Year, Semi-Finalist Award, Tallahassee Junior Women's Club

Outstanding School Volunteer Award, Buck Lake Elementary School, Leon County (Florida) School District

Outstanding School Volunteer Award, Academic Resource Center, Leon County (Florida) School District

Outstanding School Volunteer Award, Cobb Middle School, Leon County (Florida) School District

Distinguished Service in Counseling and Development

Extra Mile Award, Leon County (Florida) School District
Special School Volunteer Award, Leon County (Florida) School District
Volunteer of the Year Award, Nominee, Tallahassee Democrat (Florida) and Volunteers of the Big Bend, Inc.
Outstanding School Volunteer Award, W. T. Moore Elementary School, Leon County (Florida) School District
Volunteer of the Year Award, W. T. Moore Elementary School, Leon County (Florida) School District
Charter/Founding Member: Society of Women Engineers, Western Carolina Section, Greenville, South Carolina; Alpha
Kappa Alpha Sorority, Inc., Iota Tau Chapter, University of Arizona, Tucson, Arizona
Founder, Dancers of the Ages – an African dance troupe for mature individuals. Founder, Dancers of the Ages – an African
dance troupe for mature individuals.
Founder, Dancers of the Ages – an African dance troupe for mature individuals.
Start-Up Quest Award, 3rd Place, CareerSource Capital Region

KNOWLEDGE, SKILLS, AND ABILITIES (KSA)

Dr. Beverly A. Nash, Ph.D., NCC

Sample

KSA	Performance
Comprehensive knowledge of federal EEO laws and regulations and the skills to apply this knowledge to a variety of difficult and complex work assignments.	Was responsible for the federal EEO laws and regulations as it was applicable to federal acts, student services, funding, plans, projects, contracts, and grants. Have taken course work and staff development training at the Florida Department of Education, Florida State University and Clemson University. Have developed policies, processes and procedures that address inclusion and have developed, participated in, and implemented staff/professional development related to EEO laws and regulations. Have conducted statistical research on various diversity issues, e.g., wages, job placement, student population in vocational education, women in the workplace. Collaborated with school districts and colleges on their sexual harassment policies. Have worked with and supervised culturally diverse groups and individuals.
Knowledge of the agency's complaint processing procedure.	Processed and managed complaints related to funding and other federal projects and grants issues at the federal, state, and local levels. Complaints covered a variety of issues and were from statewide stakeholders and customers. Have worked with the Department of Education and FEMA in processing complaints.
Skill in negotiation and conflict resolution techniques.	Have taken course work at Southern Methodist University and Clemson University in conflict/dispute resolution and gender and race issues. Managed cases related to vendors as well as customers/clients (e.g., community colleges, school district, universities, and community-based organizations). Other cases have involved audit exceptions, workplace complaints, and workplace sexual harassment. As a certified

KSA	Performance
	counselor, I have dealt with disputes related to divorce, parenting, school/parent/child, and individual/personality and mental health issues. Previous professional membership included the Association for Conflict Resolution. Negotiated and signed major contracts, services, RFPs, plans, monthly goals regarding performance measurements.
Experience in the development of strategies and programs.	Trained in system development; able to analysis and collect data and information; formulated programs, services and activities related to parents, women, students, and administrators. Authored reports that outline recommendations, outcomes, and anticipated results. I am results driven and a system planner.
Ability to effectively communicate in writing.	Developed technical papers, white papers, manuals, policy and procedures documents, state plans, for the Florida Department of Education and in other employment positions. Developed and wrote grants for funding and various reports. Developed written training materials for training classes. Have taken course work in research and data analysis.
Effective oral communication ability.	Collaborated with various groups and age levels in the development and interpretation of policies and procedures, data, and information. Have conducted vision sessions. Developed and implemented training sessions and workshops for the Florida Department of Education, Florida Executive Office of the Governor, and various local school districts. In addition, presented at national, regional, and local conferences and workshops on issues related to equity, internal policies and procedures, grants development and management, state-wide linkages, and best practices. Communicated with a wide audience of clients/customers, from parents and

KSA	Performance
	students across the State of Florida (including other states and positions) to the Governor's Office. Have developed and executed short-term and long-term strategies, solutions and improvements for programs, services, and activities at the state and local levels. Managed and communicated about budgets and financial indicators to include revenue, wages, and/or daily operational expenditures.

39-26-0119

EDUCATION

NAME: NASH, HEVENEY A

DATE PRINTED: 10/03/00

SOCIAL SECURITY NUMBER

SCHOOL/COLLEGE

ADDRESS

CITY

STATE

PAGE 01 OF 01

ALL 1997

EDUCATIONAL LEADERSH

NATION OF CITIZENSHIP/S

SEX

Tallahassee, Florida 32307-3200

TERM ADMITTED

MAJOR

RESIDENCE

ZIP CODE



PERMANENT ACADEMIC RECORD

THIS TRANSCRIPT IS OFFICIAL IF IT IS SIGNED, DATED AND BEARS THE PRINTED SEAL. THIS STUDENT IS IN GOOD ACADEMIC STANDING UNLESS ACADEMIC SUSPENSION IS PRINTED AT THE END OF THE LAST TERM OF ENROLLMENT. OFFICIAL TRANSCRIPTS HAVE A GREEN BACKGROUND, A BLACK AND WHITE DOCUMENT IS NOT AN ORIGINAL AND SHOULD NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT. A BROWN STAIN MAY INDICATE AN UNAUTHORIZED ALTERATION. TRANSCRIPT GUIDE PRINTED ON THE REVERSE. THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT OF 1974 PROHIBITS RELEASING THIS INFORMATION TO A THIRD PARTY WITHOUT THE WRITTEN CONSENT OF THE STUDENT.

TEST SCORES:

DATE OF BIRTH 05/29/51

RESIDENCE

SEX

ZIP CODE

MAJOR

RESIDENCE

ZIP CODE

PAGE 01 OF 01

A RAISED SEAL IS NOT REQUIRED

OFFICIAL SIGNATURE APPEARS BELOW IN WHITE

Michael A. James, University Registrar

DO NOT ACCEPT UNLESS SIGNATURE APPEARS ABC

COURSE(S)		SEMESTER HOURS		COURSE(S)		SEMESTER HOURS		GRADE		SEMESTER HOURS	
COURSE PREFIX NO.	SEC.	Y	Q	Y	Q	Y	Q	Y	Q	Y	Q
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** CLEMSON	UNIVERSITY MAST DEGREE	12/80	**								
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EDA62064301	SPRING SEMESTER 1998										
	ORG BEH TEAC & LEARN	A	3.0	36.0							
	FAC, STAFF & COM SERV	A	3.0	36.0							
	COMP DIV & EQUAL	A	3.0	36.0							
	GPA FOR SPRING 1998										
** ADMITTED TO GRADUATE DEGREE PROGRAM	OVER-ALL GRADUATE GPA										
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EDA6191301	SUMMER TERM 1998										
	GEN & RACE ISSU LEAD	A	3.0	12.0							
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	COMPUTERS & LEADERSH	A	3.0	12.0							
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EDA7224301	FALL SEMESTER 1998										
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	GPA FOR FALL 1998										
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	OVER-ALL GRADUATE GPA										
EDA6421301	SPRING SEMESTER 1999										
	ADV RESEARCH-METHOOD	A	3.0	12.0							
	EMPL ISS AGEN & INST	A	3.0	12.0							
	CURRICULUM & PUB POL	A	3.0	12.0							
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** ADMITTED TO GRADUATE DEGREE PROGRAM	OVER-ALL GRADUATE GPA										
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	GPA FOR SUMMER 2000										
** ADMITTED TO GRADUATE DEGREE PROGRAM	OVER-ALL GRADUATE GPA										
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DOCTOR OF PHILOSOPHY											
AWARDED AUGUST 11 2000											
MAJOR: EDUCATIONAL LEADERSHIP-DOCTORA											
** END OF TRANSCRIPT **											

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Florida Agricultural and Mechanical University

College of Education

Know all Men by these Presents
that the Board of Regents, upon the recommendation
of the President and the Faculty has conferred upon

Beverly Ann Nash

the degree of

Doctor of Philosophy

with all the rights, honors and privileges thereunto appertaining.
Witness the Seal of the University and the signatures
of its duly authorized officers hereunto affixed.

Given at Tallahassee, Florida, this eleventh day of August, in the year
of our Lord two thousand.

John P. ...
Chancellor

Chancellor

Tom ...
President of Graduate Studies

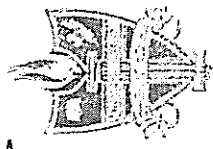
President of Graduate Studies

John P. ...
Chancellor of the State of Florida

Chancellor of the State of Florida

Tom ...
Chairman of the Board of Regents

Chairman of the Board of Regents



Fredrick S. Humphris
President of the University

President of the University

**Exhibit B: Draft Contract, City of
Quincy, Florida and Dr. Beverly A.
Nash, Ph.D., NCC**

**EMPLOYMENT AGREEMENT
FOR INTERIM CITY MANAGER**

THIS AGREEMENT, made and entered into this _____ day of December, 2021, between the City of Quincy, Florida, a Florida municipal corporation, hereinafter referred to as "Employer," and Dr. Beverly A. Nash, hereinafter referred to as "Employee."

WITNESSET:

WHEREAS, Employee is serving as interim City Manager since **December 17, 2021**, on the **same terms and conditions as former Interim City Manager's** employment agreement; and,

WHEREAS, Employer desires to employ the services of Employee as the Interim 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, Employee desires to accept employment as the Interim 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 Dr. Beverly A. Nash, as the Interim City Manager of the City of Quincy, Florida, **until a permanent City Manager is appointed**, 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 Interim City Managers duties as outline in 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 or request 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/*her* employment or the performance of his duties and will cease such employment.

Section 2. TERM AND TERMINATION:

A. This Agreement shall commence on the day and year first above written *and shall continue until the City Commission appoints a permanent City Manager*. This agreement may be terminated by either party on ten (10) days advance notice. Notice can be provided as follows:

1. by email message to the Mayor and/or all commissioners
2. written letter delivered by Employee or Employer the Mayor and/or all commissioners
3. by oral announcement at any meeting by the City Commission

B. Employee serves at the pleasure of the City Commission.

the required premiums on term life insurance not to exceed three times the annual gross salary of the Employee. Employer agrees to provide family 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 5. BONDING:

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

Section 6. 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 7. INDEMNIFICATION:

City or its designee shall defend, save 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, City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 8. 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 benefits 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.

D. If any provision 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 in 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 in 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.

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

Dr. Beverly A. Nash
EMPLOYEE

ATTEST:

Janice Shackelford (SEAL)
Clerk of the City of Quincy

APPROVED AS TO FORM:

Gary A. Roberts
City Attorney

For Information ONLY

**CITY OF QUINCY
CITY COMMISSION**

For Information Only

FROM: Robin Ryals, Director, Utilities Department

RE: Sewer Flush Truck (per FY 2021-2022 Dire Needs Listing Request)

Statement of Issue/Justification: The Sewer Department has prioritized the need to purchase a Flat-Bed Heavy Duty Truck necessary to mount the sewer flushing unit used by the department for sewer lines and cleaning services. The existing truck blew its engine and is inoperable. Sewer line cleaning uses high-pressure water nozzles to effectively flush out dirt, litter, sludge, and any other form of garbage from pipelines. The sewer flushing process is essential for the department so that staff can deal with any issues that may arise.

Background: Previously, the Garber Chevrolet was quoted as a satisfactory Flat Bed Truck Chassis for the purposes of replacing the existing inoperable truck. The truck's engine blew over 6 months ago. The quote previously provided was a State Contract price for a new truck.

One of the issues related to request is that the delivery time frame for the State contracted truck could be at the end of the physical year (2022) or later.

The department is currently using the machine trailers to pull the flush unit. Although, this is difficult and requires more employees to attend to traffic and does reduce the efficiency of the machine due to weight capability of the trailer tires, it is highly recommended that staff consider other options, as well as, pricing configurations.

Staff Recommendation: Staff is recommending that we be allowed to pursue checking the open market outside of the State contracting process to possibly negotiate other pricing and delivery options. We understand that by seeking the open market pricing, it may cost a little money however, the delivery time will be almost immediate and will better serve the department's needs. Also, staff would like to research the option of a used vehicle, instead of a new one, in terms of pricing, efficiency and long-term benefits.

Also, staff would like to pursue an insurance claim and consult with the city attorney regarding the engine which was supposedly under warranty.

404 West Jefferson Street
www.myquincy.net



Quincy, FL 32351
850-618-0030, ext.

December 27, 2021

WEEKLY DEPARTMENTAL REPORT

TO: Dr. Beverly Nash
FROM: Utility Director Robin Ryals
RE: Report of Recent and Planned Activities of the Utilities Department

ELECTRIC:

- The most recent accomplishments by the staff has been the repair of “purple” and inoperative Street lights along the Highway 267 Corridor. There are still about 6 or 8 that appear to be turning purple. They should be completed before the first week in January 2022.
- In the first of January, we will begin removing the Christmas ornaments that were installed in November and December.
- A critical event scheduled for January 2022 is the beginning of the Solar field installation. We have already received the panels and the site work is scheduled to begin in early January 2022. The steel supports and racking materials are scheduled to be delivered and start installation. This project is scheduled to be completed before June of 2022. Transformers should arrive by March 2022. It is very important that this project move smoothly as to it is a State DEP reimbursement Grant. The pieces are coming into place quickly and the contractor has committed to start in January 2022. The City of Quincy staff must maintain the schedule, such that if work and process are delayed; it could possibly be months before we can reschedule and complete the project.
- Will resume working on the North Substation breaker replacements as soon as possible.

NATURAL GAS:

- Gas meter change-outs will continue until completed for smart grid reading.

WATER AND SEWER:

- Meter readers have listed some meters that are fogging up and unable to read clearly, as well as, dirt in the boxes from rain water washing sand in.
- Will to continue on R.O.W maintenance along the South Sewer Trunk Feeder.

December 20-24, 2021

WEEKLY DEPARTMENTAL REPORT

TO: Dr. Beverly Nash
FROM: Anthony Baker, Chief, Fire Department
RE: Report of Recent Activities

- There were four smoke detectors given and/or installed in residents' house in the City of Quincy.
- The Fire Department responded to 21 calls during the week of December 20-24, 2021. This information will be noted in the December end of the month report.
- The Fire Department completed in-house training for 21 fire employees on the following courses:
 - Target Solutions
 - NFPA-1021 Labor Relations
 - Legal Responsibilities and Liabilities

CITY OF QUINCY- CITY COMMISSION

For Information ONLY

MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Dr. Beverly Nash, Acting City Manager
DATE: December 27, 2021
SUBJECT: **Activities Update on Proposed Housing Program**

Staff continues to work on developing the framework for a workforce and affordable housing plan for the City of Quincy. Staff expects to hold several workshops with the City Commission, CRA Advisory Board, community groups, housing developers and nonprofits in coming weeks. The workshop schedule will be presented to the QCRA Board for specific recommendations. CRA staff will coordinate subsequent meetings with community groups, local non-profits and the County.

Information and educational resources are being collected from various sources including the Quincy Comprehensive Plan, the CRA Redevelopment Plan, U.S.D.A. and HUD programs and best practices, Florida Housing Finance Corporation resources, The Sadowski Housing Coalition and the National and Florida Housing Trusts. This information will provide the foundation for a housing profile for the city. The housing profile will present specific opportunities for housing development and redevelopment to public and private developers and contractors alike. The housing profile will also provide information that is critical to future grant proposals. It should be noted that in concert with the City and CRA efforts, additional research and grant-writing support is anticipated to come from the Apalachee Regional Planning Council.

City and CRA staffs continue to research notable community housing plans, housing best practices compiled by state and federal housing agencies, and reviewed the Housing Element of the Comprehensive Plan for Quincy and Gadsden County and Section 163.3177 (6)(f), Florida Statutes. Specifically, City and CRA staffers are engaged in the following activities:

1. Completing an inventory of housing, particularly for elderly homeowners, low-income families and renters.
2. Inventorying residential property owned by the City.
3. Comparing local housing characteristics in Quincy with Gadsden County and the Tallahassee MSA in order to analyze the area housing market.
4. Identifying opportunities for affordable and workforce housing construction and redevelopment.
5. Monitoring permitting activity for housing construction and renovations.
6. Determining housing needs which can be addressed through private, public-private and not-for-profit developers.

Central to the effort will be the development of an array of local programs to provide housing and renters' assistance to eligible residents of the city of Quincy. There is an expectation that

resources from the City's American Rescue Plan award will provide seed funding for the proposed programs. Additional funding will be sought from federal, state and foundations supporting new home construction, home repair, temporary housing and renters' assistance. In addition to the suggested programs, it is recommended that the CRA administer the approved housing programs to be funded by the American Rescue Plan resources.