

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

MEETING DATE: April 12, 2022

DATE OF REQUEST: March 29, 2022

TO: Honorable Mayor and Members of the City Commission

FROM: Dr. Beverly A. Nash, Ph.D., Interim City Manager
Angela Sapp, Commissioner, City of Quincy
Marcia Carty, Director, Finance Department

SUBJECT: Utility Coupon Assistance Relief Initiative 2022

Statement of Issue/Justification:

The program was designed to provide residential utility customers with assistance with utility payments by issuing a \$30.00 paper coupon.

Background:

In October 2020, the City of Quincy launched the \$30.00 utility coupon assistance initiative. The initiative was continued in March of 2021. The cost of the 2020 initiative was estimated at \$85,000.00 and was funded from GL 403-520-531-30646.

Commissioner Sapp requested that the initiative be revisited in a March 29, 2022 email.

The City Commission did not fund the continuation of the utility coupon assistance initiative in the current fiscal/budget year (2021-2022).

GL Number (FY 2021-2022): _____

Options:

1. Approve the implementation of the utility coupon initiative for 2022.
2. Do not approve the utility coupon initiative.
3. Provide direction to staff.

Recommendation:

Option 1

Attachments:

1. Agenda Request: September 28, 2021
2. Sample of Utility Coupon Initiative Campaign (Documentation)
3. Email Requesting Special Meeting on Utility Coupon to Dr. B. Nash

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: September 28, 2021

Date Submitted: September 27, 2021

To: Honorable Mayor and Members of the City Commission

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

Subject: Utility Coupon Relief Initiative

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Statement of Issue:

The Commission funded the continuation of the Coupon Program in the current year's budget. This program provides residential utility customers assistance with their utility payments. The cold weather and hot summer the city's customers have experience highlights the need of the Coupon Program. In addition to weather conditions, some of our citizens are struggling to meet their obligations as they have not recovered from the effects of COVID-19. Some have lost jobs, experiencing reduced work hours and missing time from work due to COVID-19 or a family member affected by COVID. The Coupon Program aids the customer base. The program has been received warmly by the City's customers.

Background:

In October 2020, the City of Quincy introduced the \$30.00 Utility Coupon Assistance Program. The Coupon Program continued in March of 2021. Currently the Coupon Program's offering is for Cycle 1, Bill Date-October 7, Due Date October 22 and Cycle 2, Bill Date-September 22, and Due Date-October 7. The cost for this program is estimated at \$85k and is funded from GL403-520-531-30646.

Conclusion and Recommendation:

Based on budget funding, the customer popularity, and weather variants in September, and March that causes utility bills to pike, staff recommends the

Commission approve the September implementation and the continuation of the program in September and March of coming years, depending on available funding.

Options:

Option 1: Motion to approve Coupon Program

Option 2: Commissioners Direction

Staff Recommendation:

Option 1



City of Quincy

SAVE \$30 on Your Utility Bill

Mayor Ronte Harris has initiated a Utility Bill Coupon Program to provide assistance to City of Quincy utility customers. Thank You! for being a loyal customer.

COUPON MAY BE APPLIED TO THE FOLLOWING BILLS:

- CYCLE I - BILL DATE OCTOBER 7 - BILL DUE OCTOBER 22
- CYCLE II - BILL DATE OCTOBER 22 - BILL DUE NOVEMBER 7

NOTE: COUPON IS VALID ONLY IF PAYMENTS ARE RECEIVED BY THE BILL DUE DATE

HOW TO USE THE COUPON (PRINTED OR E-COPY):

- **IN PERSON**, PRESENT COUPON AT THE TIME PAYMENT IS MADE TO RECEIVE AN IMMEDIATE CREDIT.
- **BY MAIL OR DROPBOX**, INCLUDE THE COUPON WITH YOUR CHECK OR MONEY ORDER PAYMENT; CREDIT WILL BE REFLECTED ON THE NEXT BILL.
- **ONLINE POINT & PAY**, IF PAID BY THE DUE DATE, CUSTOMER WILL RECEIVE THE \$30 CREDIT AND WILL BE REFLECTED ON NEXT BILL.

CITY OF QUINCY
Utility BILL
Coupon

\$30
VALUE

CYCLE I
October 7th Utility Bill

CYCLE II
October 22nd Utility Bill

VALID 10/07/2020 - 11/07/2020

Amount \$30.00. Your utility will automatically apply this amount to your bill. Coupon must be used on the bill due date. This coupon is not valid for cash or other utility bills. Thank you for being a loyal customer.

CUSTOMER SERVICE | 850.638.0017 | MYQUINCY.NET
Thank you Quincy for complying with the Mandatory Mask Program

Scan code with your Smartphone camera to save coupon to your device



www.MyQuincy.net

/CityOfQuincyFL

CITY OF QUINCY

Utility Bill COUPON

Receive \$30 off your utility bill when you pay your current bill in full. Coupons may be applied instantly when paying thru Customer Service drive-thru window or in person. When mailing in your payment, paying online using Point and Pay, or paying over the phone, a credit will be applied to your next bill. Coupons are valid between September 22, 2021 - October 22, 2021.

CUSTOMER SERVICE • PH: 850.618.0017 • MYQUINCY.NET

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

CYCLE 1
+ Bill Date - October 7
+ Due Date - October 22

**\$30
VALUE**

CYCLE 2
+ Bill Date - September 22
+ Due Date - October 7

VALID 09/22/2021 - 10/22/2021

CITY OF QUINCY

Utility Bill COUPON

Receive \$30 off your utility bill when you pay your current bill in full. Coupons may be applied instantly when paying thru Customer Service drive-thru window or in person. When mailing in your payment, paying online using Point and Pay, or paying over the phone, a credit will be applied to your next bill. Coupons are valid between September 22, 2021 - October 22, 2021.

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+ Bill Date - September 22
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CYCLE 1
+ Bill Date - October 7
+ Due Date - October 22

**\$30
VALUE**

CYCLE 2
+ Bill Date - September 22
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VALID 09/22/2021 - 10/22/2021

CITY OF QUINCY

Utility
BILL
Coupon

CYCLE I
October 7th Utility Bill

\$30
VALUE

Receive \$30 off your utility bill when you pay your current bill in full. Coupons may be applied instantly when paying thru Customer Service drive-thru window. When mailing in your payment, paying online using Point and Pay or paying over the phone, a credit will be applied to your next bill. Coupons valid between October 7, 2020 and November 7, 2020.

CUSTOMER SERVICE | 850.618.0017 | MYQUINCY.NET

Thank you Quincy for complying with the Mandatory Mask Program

CYCLE II
October 22nd Utility Bill

VALID 10/07/2020 - 11/07/2020

CITY OF QUINCY

Utility
BILL
Coupon

CYCLE I
October 7th Utility Bill

\$30
VALUE

Receive \$30 off your utility bill when you pay your current bill in full. Coupons may be applied instantly when paying thru Customer Service drive-thru window. When mailing in your payment, paying online using Point and Pay or paying over the phone, a credit will be applied to your next bill. Coupons valid between October 7, 2020 and November 7, 2020.

CUSTOMER SERVICE | 850.618.0017 | MYQUINCY.NET

Thank you Quincy for complying with the Mandatory Mask Program

CYCLE II
October 22nd Utility Bill

VALID 10/07/2020 - 11/07/2020

CITY OF QUINCY

Utility
BILL
Coupon

CYCLE I
October 7th Utility Bill

\$30
VALUE

Receive \$30 off your utility bill when you pay your current bill in full. Coupons may be applied instantly when paying thru Customer Service drive-thru window. When mailing in your payment, paying online using Point and Pay or paying over the phone, a credit will be applied to your next bill. Coupons valid between October 7, 2020 and November 7, 2020.

CUSTOMER SERVICE | 850.618.0017 | MYQUINCY.NET

Thank you Quincy for complying with the Mandatory Mask Program

CYCLE II
October 22nd Utility Bill

VALID 10/07/2020 - 11/07/2020

Beverly Nash

From: Angela Sapp
Sent: Tuesday, March 29, 2022 1:46 PM
To: Beverly Nash
Subject: Re: Utility Coupon

Dr. Nash,

It would be a sunshine violation for me to contact any other commissioner concerning commission business and I consider it an insult for you to even suggest it. You, however, have full authority to contact them.

The Honorable Angela Grant Sapp
City Commissioner - District 2
404 West Jefferson Street
Quincy, Florida 32351
(850) 618-1884
asapp@myquincy.net
Facebook: Angela Grant Sapp - Quincy City Commissioner District 2

From: Beverly Nash <bnash@myquincy.net>
Sent: Tuesday, March 29, 2022 1:41 PM
To: Angela Sapp <asapp@myquincy.net>; Marcia Carty <mcarty@myquincy.net>; 'garyr@garyrobertslaw.com' <garyr@garyrobertslaw.com>
Cc: editor@gadcotimes.com <editor@gadcotimes.com>
Subject: RE: Utility Coupon

Commissioner,

Question: no problem, however, do you have the agreement of two other commissioners in order to call a special meeting? If so, then we will get the notice out.

Thanks,

Dr. Beverly A. Nash, Ph.D.
Interim City Manager
City of Quincy, Florida
404 W. Jefferson Street
Quincy, Florida 32351
850-618-1880



From: Angela Sapp
Sent: Tuesday, March 29, 2022 1:30 PM
To: Beverly Nash <bnash@myquincy.net>; Marcia Carty <mcarty@myquincy.net>; 'garyr@garyrobertslaw.com'

<garyr@garyrobertslaw.com>

Cc: editor@gadcotimes.com

Subject: Utility Coupon

Good Afternoon Dr. Nash,

I would like to schedule a special meeting for Thursday, March 31, to discuss making utility coupons available to residential customers.

AGSapp

The Honorable Angela Grant Sapp

City Commissioner - District 2

404 West Jefferson Street

Quincy, Florida 32351

(850) 618-1884

asapp@myquincy.net

Facebook: Angela Grant Sapp - Quincy City Commissioner District 2

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

MEETING DATE: April 12, 2022

DATE OF REQUEST: April 5, 2022

TO: Honorable Mayor and Members of the City Commission

FROM: Dr. Beverly A. Nash, Ph.D., Interim City Manager
Jim Southerland, Administrator, WQTN/Southerland Enterprises, Inc.

SUBJECT: Contractual Agreement: The City of Quincy and WQTN/Southerland Enterprises, Inc. (Jim Southerland, Administrator)

Statement of Issue/Justification:

Mr. Southerland started broadcasting with the City of Quincy in June 2002 under a five (5) year contractual agreement. Based on previous records held by the City Clerk, a second agreement was approved in 2007. In 2013, a proposal was submitted by Mr. Southerland for services in the amount of \$48,000, however the amount of \$42,000 per year was approved by the city commission at that time. Since 2013, the contractual agreement has not been addressed, amended and/or updated.

Over the past two to three years, additional duties and responsibilities have been added to the agreement under Mr. Southerland's proposal. For example, the recording of special meetings and workshops, along with the taping/recording of special events held by the City of Quincy. Also planning for and rehearse TV showings; interview guests in the self-made studio, by telephone or on location; maintain/update equipment and knowledge on how to handle equipment for playbacks and recordings.

In addition, since 2013, there have been no increases or raise in the amount received and/or paid for services. Mr. Southerland uses his own equipment and supplies to service the City of Quincy and its broadcasting and recording needs.

GL Number: _____

In the of Amount: _____ monthly _____ yearly _____

Options:

1. **Approve the contractual agreement for WQTN/Southerland Enterprises, Inc. in the agreed upon amount.**
2. Do not approve contractual agreement for WQTN/Southerland Enterprises, Inc.
3. Provide direction to staff.

Staff Recommendation:

Option 1

Attachments:

1. Service Agreement, September 7, 2007 (unsigned)
2. Proposed Service Agreement, August 19, 2013 (unsigned)
3. Contractual Agreement, October 1, 2021 (for consideration and approval)

CITY OF QUINCY -WQTN / SOUTHERLAND ENTERPRISES INC
PROPOSED SERVICE AGREEMENT (revised 08-19-2013)

This agreement made this _____ day of _____, 2013,

Between WQTN, The Quincy Television Network (herein after called the Company), a division of Southerland Enterprises, Inc., a Florida Corporation, 70 Iola Davis Lane, Quincy, Florida 32352, and the City of Quincy Florida, a municipal corporation organized and existing under the laws of the State of Florida and located in Gadsden County, Florida, (herein after called The City,) 404 Jefferson St, Quincy, Florida 32351.

Whereas, the city of Quincy has obtained the right of access to a cable TV Channel that serves the Greater Quincy Florida Community. Said **Comcast** Cable TV Channel 13 originates at City Hall head end; and

Whereas, the Board of City Commissioners has negotiated access to said Channel with Comcast to enable presentation of the government Channel; as Government Access on their system; and

Whereas, the City desires to serve the public purpose for a government access channel, and to provide public information and access; and

Whereas, the Company is in the business of production and recording programs and offering air time for local promotion and use to qualified third parties; and to promote programs of community interest;

Whereas, the Company has the necessary resources and skills to provide the City with an acceptable "product" for the benefit of the citizens of the City of Quincy and surrounding areas; and

NOW THEREFORE, in consideration of the promises, obligations and covenants herein contained the undersigned parties do hereby and agree as follows:

- 1) The City does hereby grant to the Company exclusive use of the Channel subject to the limitation set forth herein and the City's ability to retain such Channel through Comcast, included but not limited to the right to operate the Channel and to schedule Governmental, Educational and Entertainment Programming to benefit the total community.
- 2) The consideration is as follows:
 - a. The Company shall serve as Channel Administrator providing these services to the City (keep local community announcements updated

WQTN-SOUTHERLAND ENTERPRISES SERVICE AGREEMENT

- a. cont'd
and aired several times daily) and record the regular scheduled City Commission meetings on the 2nd & 4th Tuesday of each month and air unedited on said Channels.
Provide ***unlimited air time*** as requested by the city to air city related programming.
Provide up to (5) Five hours per week production (shooting and editing time) not including time for Commission Meetings on 2nd & 4th Tuesdays.
Any additional production services requested by the City in excess of the above will be billed to the City at the Company's then current production rate.
The Company will provide all video production equipment for these services.
- b. The Company shall be entitled to a monthly payment of \$4,000.00 per month upon acceptance of this Agreement for said services.
- c. The company will provide a written report to the Commission each month regarding programming and operations.
- d. A representative of the company will meet periodically with a City staff member designated by the City Manager.

3) The effective date of this agreement shall Commence on the date of the last signature hereon or October 1,2013 and shall continue in effect for a term of five (5) years,upon affirmative vote of the City Commission. Thereafter this Agreement shall continue on a year to year basis unless terminated by either the City or the Company upon ninety (90) days written notice to the other specifying a termination date at the end of any yearly period thereafter.

In the event of a material breach of the terms and conditions of this Agreement by either party, this Agreement may be terminated upon written notice by the non-breaching party, provided that the breaching party is given sixty (60) days written notice to cure or substantially commence to cure said breach.

- 4) The Company shall, at its sole risk and expense, provide and maintain the necessary insertion and related equipment (hereinafter referred to as equipment) in the channel head-end facilities or point of "demarcation".
- 5) The Company shall be responsible for replacement and/or maintenance of equipment during the life of this Agreement at no cost to the City.

- 6) It is understood and agreed by the parties hereunder that the Company's performance hereunder is contingent upon and subject to Comcast and the City providing and maintaining the City's right to continued and uninterrupted

WQTN- SOUTHERLAND ENTERPRISES SERVICE AGREEMENT

access to the government access channels. It shall be the City's responsibility to ensure that the Company has necessary access to "head-end" facilities or that a "demarcation" is available to the company for the purpose of activating and maintaining the equipment at all times necessary.

- 7) This Agreement does not create a joint venture between the Company and the City. The Company, its employees and/or agents will not represent to third parties that the Company is part of or affiliated with the City.
- 8) The City reserves the right to reject any video and/or audio that it deems unsuitable to be aired on the government access channel. The Company agrees to abide by all rules, policies and regulations that are promulgated by the Federal Communications Commission and the City.
- 9) The Company shall be responsible for obtaining and maintaining its City and County occupational license and any licenses required pursuant to the laws of Gadsden County, the City of Quincy, or the State of Florida. Should the Company, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Company shall be deemed to be in default as of the date such license is lost.
- 10) This Contract shall not be assigned or sublet as a whole or in part without the written consent of the City.
- 11) The Company agrees to indemnify and hold harmless the City from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Company, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Company, including but not limited to cost and a reasonable attorney's fee.

The City may, at its sole option, defend itself or allow the Company to provide the defense. The Company acknowledges that ten dollar (\$10.00) of the amount paid to the Company is sufficient consideration for the Company's Indemnification of the City.

- 12) INSURANCE:
 - A. Company shall maintain limits no less than:

- 1) General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the

WQTN- SOUTHERLAND ENTERPRISES SERVICE AGREEMENT

general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- 2) Automobile Liability \$500,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employer's Liability; Insurance covering all employees meeting statutory limits in accordance with applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident.

B. Company shall furnish the city with Certificates of Insurance and with original endorsements effecting the coverage required for this agreement naming the City as an additional insured. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City prior to the commencement of the work. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

C. Company shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-Contractors shall be subject to all of the requirements stated herein.

D. Cancellation clauses for each policy should read as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.

Nothing in the above language concerning "Insurance " or indemnification shall create any liability on the part of the City. Should any court, notwithstanding the intent of the parties, determine that the City is liable under this contract, the extent of any liability will not exceed the scope and limits of Chapter 768, Florida Statutes, currently in effect or as lawfully amended in the future.

13) The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

14) This agreement may be modified at any time upon mutual agreement of the parties.

15) It shall be the sole responsibility of the Company to comply with all

WQTN- SOUTHERLAND ENTERPRISES SERVICE AGREEMENT

applicable Federal, State, County and City statutes, ordinances, rules and regulations in the performance of the Company's obligations under this agreement.

Agreement between The City of Quincy and Southerland Enterprises Inc. d/b/a/ WQTN, The Quincy Television Network.

Whereunto, the parties have set their hands and seals effective the date first above written.
WITNESSES:

Southerland Enterprises Inc., d/b/a/
WQTN, The Quincy Television Network

Janie D. Southerland, President

(CORPORATE SEAL)

By _____
Keith Dowdell, Mayor

Date: _____

ATTEST

By _____
Sylvia Hicks, City Clerk

CITY OF QUINCY -WQTN / SOUTHERLAND ENTERPRISES INC
SERVICE AGREEMENT (revised 09/07/07)

This agreement made this 23rd day of October, 2007,

Between WQTN, The Quincy Television Network (herein after called the Company), a division of Southerland Enterprises, Inc., a Florida Corporation, 70 Iola Davis Lane, Quincy, Florida 32352, and the City of Quincy Florida, a municipal corporation organized and existing under the laws of the State of Florida and located in Gadsden County, Florida, (herein after called The City,) 404 Jefferson St, Quincy, Florida 32351.

Whereas, the City of Quincy has obtained the right of access to a cable TV Channel that serves the Greater Quincy Florida Community. Said **Comcast** Cable TV Channel 13 and NetQuincy Channel 13, originate at City Hall head end; and

Whereas, the Board of City Commissioners has negotiated access to said Channel with Comcast to enable presentation of the government Channel; and NetQuincy has set aside Cable channel 13 as Government Access on their system; and

Whereas, the City desires to serve the public purpose for a government access channel, and to provide public information and access; and

Whereas, the Company is in the business of production and recording programs and offering air time for local promotion and use to qualified third parties; and

Whereas, the Company has the necessary resources and skills to provide the City with an acceptable "product" for the benefit of the citizens of the City of Quincy and surrounding areas; and

Whereas, the Company desires to offer air time on the system to qualified third parties and to promote programs of community interest;

NOW THEREFORE, in consideration of the promises, obligations and covenants herein contained the undersigned parties do hereby and agree as follows:

- 1) The City does hereby grant to the Company exclusive use of the Channel subject to the limitation set forth herein and the City's ability to retain such Channel through Comcast and NetQuincy, included but not limited to the right to operate the Channel and to schedule Governmental, Educational and Entertainment Programming to benefit the total community.
- 2) The consideration is as follows:
 - a. The Company shall serve as Channel Administrator providing these services to the City (keep local community announcements updated

and aired several times daily) and record the regular scheduled City Commission meetings on the 2nd & 4th Tuesday of each month and air unedited on said Channels.

Provide *unlimited air time* as requested by the city to air city related programming.

Provide up to (5) Five hours per week production (shooting and editing time) not including time for Commission Meetings on 2nd & 4th Tuesdays.

Any additional production services requested by the City in excess of the above will be billed to the City at the Company's then current production rate.

The Company will provide all video production equipment for these services.

- b. The Company shall be entitled to a monthly payment of \$3,000.00 per month upon acceptance of this Agreement for said services.
 - c. The Company will provide a written report to the Commission each month regarding programming and operations.
 - d. A representative of the company will meet periodically with a City staff member designated by the City Manager.
- 3) The effective date of this agreement shall Commence on the date of the last signature hereon and shall continue in effect for a term of five (5) years, upon affirmative vote of the City Commission. Thereafter this Agreement shall continue on a year to year basis unless terminated by either the City or the Company upon ninety (90) days written notice to the other specifying a termination date at the end of any yearly period thereafter.

In the event of a material breach of the terms and conditions of this Agreement by either party, this Agreement may be terminated upon written notice by the non-breaching party, provided that the breaching party is given sixty (60) days written notice to cure or substantially commence to cure said breach.

- 4) The Company shall, at its sole risk and expense, provide and maintain the necessary insertion and related equipment (hereinafter referred to as equipment) in the channel head-end facilities or point of "demarcation".
- 5) The Company shall be responsible for replacement and/or maintenance of equipment during the life of this Agreement at no cost to the City.
- 6) It is understood and agreed by the parties hereunder that the Company's performance hereunder is contingent upon and subject to Comcast and the City providing and maintaining the City's right to continued and uninterrupted

access to the government access channels. It shall be the City's responsibility to ensure that the Company has necessary access to "head-end" facilities or that a "demarcation" is available to the company for the purpose of activating and maintaining the equipment at all times necessary.

- 7) This Agreement does not create a joint venture between the Company and the City. The Company, its employees and/or agents will not represent to third parties that the Company is part of or affiliated with the City.
- 8) The City reserves the right to reject any video and/or audio that it deems unsuitable to be aired on the government access channel. The Company agrees to abide by all rules, policies and regulations that are promulgated by the Federal Communications Commission and the City.
- 9) The Company shall be responsible for obtaining and maintaining its City and County occupational license and any licenses required pursuant to the laws of Gadsden County, the City of Quincy, or the State of Florida. Should the Company, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Company shall be deemed to be in default as of the date such license is lost.
- 10) This Contract shall not be assigned or sublet as a whole or in part without the written consent of the City.
- 11) The Company agrees to indemnify and hold harmless the City from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Company, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Company, including but not limited to cost and a reasonable attorney's fee.

The City may, at its sole option, defend itself or allow the Company to provide the defense. The Company acknowledges that ten dollar (\$10.00) of the amount paid to the Company is sufficient consideration for the Company's Indemnification of the City.

12) **INSURANCE:**

A. Company shall maintain limits no less than:

- 1) **General Liability:** \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- 2) Automobile Liability \$500,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employer's Liability; Insurance covering all employees meeting statutory limits in accordance with applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident.

B. Company shall furnish the city with Certificates of Insurance and with original endorsements effecting the coverage required for this agreement naming the City as an additional insured. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City prior to the commencement of the work. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

C. Company shall include all sub-contractors as insures under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-Contractors shall be subject to all of the requirements stated herein.

D. Cancellation clauses for each policy should read as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.

Nothing in the above language concerning "Insurance " or indemnification shall create any liability on the part of the City. Should any court, notwithstanding the intent of the parties, determine that the City is liable under this contract, the extent of any liability will not exceed the scope and limits of Chapter 768, Florida Statutes, currently in effect or as lawfully amended in the future.

13) Non-Appropriation of Funds; Non-Substitution. Notwithstanding anything contained in this agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this agreement, the City will immediately notify the Company in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to the City, except as to (i) the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) the City's other obligations and liabilities under this agreement relating to, or accruing or arising prior to, such termination. In the event of such termination, the City agrees to peaceably surrender possession of the Equipment of Company on City premises or its assignee on the date of such termination and the Company will have all legal and equitable rights and remedies to take possession of the Equipment. This section

will not be construed so as to permit City to terminate this Agreement in order to purchase same services from another source. If this Agreement terminates pursuant to this Section, City agrees that during the fiscal period immediately following the fiscal period in which such termination occurs it will not so purchase or otherwise acquire the same services from another Source.

14) The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

15) This agreement may be modified at any time upon mutual agreement of the parties.

16) It shall be the sole responsibility of the Company to comply with all applicable Federal, State, County and City statutes, ordinances, rules and regulations in the performance of the Company's obligations under this agreement.

Agreement between The City of Quincy and Southerland Enterprises Inc. d/b/a/ WQTN, The Quincy Television Network.

Whereunto, the parties have set their hands and seals effective the date first above written.
WITNESSES:

Southerland Enterprises Inc., d/b/a/
WQTN, The Quincy Television Network

Janie D. Southerland, President

(CORPORATE SEAL)

By _____
Keith Dowdell, Mayor

Date: _____

ATTEST

By _____
Sylvia Hicks, City Clerk

CONTRACTUAL AGREEMENT

CITY OF QUINCY AND WQTN/SOUTHERLAND ENTERPRISES INC

This agreement made this _____ day of October 2021 between WQTN, The Quincy Television Network, (herein after called the company), a division of Southerland Enterprises, Inc. a Florida Corporation, located at 70 Iola Davis Lane, Quincy, Florida 32352, and the City of Quincy Florida, a municipal corporation organized and existing under the laws of the State of Florida and located in Gadsden County, Florida, (herein after called The City), 404 Jefferson Street, Quincy, Florida 32351.

Whereas, the city of Quincy has obtained the right of access to a cable TV Channel that serves the Greater Quincy Florida Community. Said **Comcast** Cable TV Channel 13 originates at City Hall head end; and

Whereas, the City Commissioners has negotiated access to said Channel with Comcast to enable presentation of the government Channel; as Government Access on their system; and

Whereas, the City desires to serve the public purpose for a government access channel, and to provide public information and access; and

Whereas, the Company is in the business of production and recording programs and offering air time for local promotion and use to qualified third parties; and to promote programs of community interest; and

Whereas, the Company has the necessary resources and skills to provide the City with an acceptable “product” for the benefit of the citizens of the City of Quincy and surrounding areas; and

NOW THEREFORE, in consideration of the promises, obligations and covenants herein contained the undersigned parties do hereby and agree as follows:

1. The City does hereby grant to the Company exclusive use of the Channel subject to the limitation set forth herein and the City’s ability to retain such Channel through Comcast, included but not limited to the right to operate the Channel and to schedule Governmental, Educational and Entertainment Programming to benefit the total community.
2. The Company shall serve as Channel Administrator providing the following services to the City:

- a. Keep local community announcements updated and aired several times daily.
 - b. Record the regular City commission on the 2nd and 4th Tuesday of each month and aired unedited on said Channel.
 - c. Provide *unlimited air time* as requested by the City to air City related programing.
 - d. Record special meetings and workshops as necessary.
 - e. Provide up to (5), Five hours per week production (shooting and editing time), not including time for Commission Meetings on 2nd and 4th Tuesdays. Any additional production services requested by the City, in excess of the above, will be billed to the City at the Company's then current production rate. The Company will provide all video equipment for these services.
3. The Company shall be entitled to a monthly payment of \$ _____ per month or \$ _____ yearly upon acceptance of this agreement for said Services.
 4. A representative of the Company shall meet periodically with the City Manager, (or a staff member designated by the City Manager), for the purpose of continuity.
 5. The effective date of this agreement shall commence on the date of the last signature hereon or October 1, 2021 and shall continue in effect for a term of five (5) years, upon affirmative vote of the City Commission.
 6. Thereafter this agreement shall continue, in effect, on a year- to -year basis unless terminated by either the City or the Company upon thirty (30) day's written notice to the other specifying a termination date. In the event of a material breach of the terms and conditions of this agreement by either party, this agreement may be terminated upon written notice by the non-breaching party, provided that the breaching party is given fifteen (15) days written notice to cure or substantially commence to cure said breach.
 7. The Company shall, at its sole risk and expense, provide and maintain the necessary insertion and related equipment, (hereinafter referred to as equipment), in the channel head-end facilities or point of "demarcation".
 8. The Company shall be responsible for replacement and/or maintenance of equipment during the life of this Agreement at no cost to the City.
 9. It is understood and agreed by the parties hereunder that the Company's performance hereunder is contingent upon and subject to Comcast and the City providing and maintaining the City's right to continued and uninterrupted access to the government access channel. It shall be the City's responsibility to ensure that the Company has necessary access to "head-end" facilities or that a "demarcation" is available to the company for the purpose of activating and maintaining the equipment at all times necessary.
 10. This Agreement does not create a joint venture between the Company and the City, the Company, its employees and/or agents will not represent to third parties that the Company is part of or affiliated with the City.
 11. The City reserves the right to reject any video and/or audio that it deems unsuitable to be aired on the government access channel. The Company

agrees to abide by all rules, policies and regulations that are promulgated by the Federal Communications Commission and the City.

12. The Company shall be responsible for obtaining and maintaining its City and County Occupational license and any licenses required pursuant to the laws of Gadsden County, the City of Quincy, or the State of Florida. Should the Company by reason of revocation, failure to renew or any other reason, fail to maintain its license to operate, the Company shall be deemed to be in default as of the date such license is lost.
13. This Contract shall not be assigned or sublet as a whole or in part without the written consent of the City.
14. The Company agrees to indemnify and hold harm-less the City from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Company, its Delegates, Agents or Employees, or due to any act or occurrence of omission or commission of the Company, including but not limited to cost and a reasonable attorney's fee.
15. The City may, at its sole option, defend itself or allow the Company to provide the defense. The Company acknowledges that ten dollars, (\$10.00) of the amount paid to the Company is sufficient consideration for the Company's Indemnification of the City.
16. INSURANCE
 - a. Company shall maintain limits no less than:
 1. General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form where a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability \$500,000 combined single limit per accident for bodily injury and property damage.
 3. Worker's Compensation and Employer's Liability Insurance covering all employees meeting statutory limits in accordance with applicable State and Federal laws and Employer's Liability with a limit of \$500,000 per accident.
 4. Company shall furnish the city with Certificates of Insurance and with original endorsements effecting the coverage required for this agreement naming the City as an additional insured. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City prior to the commencement of the work. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
 5. Company shall include all sub-contractors as insures under its policies or shall furnish separate certificates and endorsements for each sub-contractor.

6. All coverage for sub-contractors shall be subject to all of the requirements stated herein.
- b. Cancellation clauses for each policy should read as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.

- c. Nothing in the above language concerning “Insurance “or indemnification shall create any liability on the part of the City. Should any court, notwithstanding the intent of the parties, determine that the City is liable under this contract, the extent of any liability will not exceed the scope and limits of Chapter 768, Florida Statutes, currently in effect or as lawfully amended in the future.
17. The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.
18. This agreement may be modified at any time upon mutual agreement of the Parties. It shall be the sole responsibility of the Company to comply with all applicable Federal, State, County and City statutes, ordinances, rules and regulations in the performance of the Company’s obligations under this agreement.

Agreement between The City of Quincy and Southerland Enterprises Inc. d/b/a/ WQTN, The Quincy Television Network.

Whereby, the parties have set their hands and seals effective the date first above written.
WITNESSES:

**Southerland Enterprises Inc., d/b/a/
WQTN, The Quincy Television Network**

By: _____
Janie D. Southerland, President

CITY OF QUINCY, FLORIDA 32351

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

Date: _____

By: _____
Dr. Beverly A. Nash, Interim City Manager,
City of Quincy, Florida

Date: _____

ATTEST:

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

SOUTHERLAND ENTERPRISES			
Check Payment History			
From 10/1/2018 to 04/05/2022			
Check Payment Number	Payment Date	Payment Amount	Description
23039	4/5/2022	3500	MARCH 2022 SERV.
22548	3/11/2022	3500	FEBRUARY SERVICES
21988	1/27/2022	3500	JANUARY 2022 SERV.
21792	1/14/2022	3500	DEC 2021 SERVICES
21238	11/24/2021	3500	NOV. 1-30, 2021 SERVICES
20891	11/5/2021	850	Special Event- Crime Preventio
20877	10/28/2021	3500	OCTOBER 2021 SERVICES
20542	10/8/2021	3500	SEPT 2021 SERVICES
20168	9/9/2021	3500	SERVICES 8/1/21 - 8/31/21
19629	7/29/2021	3500	SERVICES 7/1/21-7/31/2021
19266	6/24/2021	3500	VIDEOGRAPHY JUNE
18891	5/27/2021	3500	MAY VIDEOGRAPHY
18712	5/13/2021	3650	MARCH VIDEOGRAPHY
18538	4/29/2021	3500	APRIL SERVICES
17842	3/9/2021	3500	VIDEOGRAPHY FEBRUARY
17672	2/22/2021	3500	VIDEOGRAPHY JANUARY
17145	1/8/2021	3500	DEC SERVICES
16779	12/10/2020	3500	NOV VIDEOGRAPHY
16232	10/29/2020	3500	OCT VIDEOGRAPHY FEES
15869	10/2/2020	3500	VIDEOGRAPHY
15495	9/4/2020	3500	VIDEOGRAPHY
15473	9/3/2020	3500	VIDEOGRAPHY
15118	8/6/2020	3500	VIDEO
14612	7/1/2020	3500	Dates services 06/30/20
14251	6/4/2020	3500	Dates services May2020
13895	5/7/2020	3500	Abril 01-30, 2020
13386	3/26/2020	7035	SERVICES 2/1-2/29 3/1-3/31
13045	2/20/2020	3500	jan1thru31-2020
12710	1/23/2020	3500	dec1-312019
12069	12/5/2019	3500	NOV 01-30,2019
11739	11/7/2019	3500	oct1-312019
11561	10/17/2019	3500	SEPT01-SPT30-2019
11066	9/12/2019	3500	SERVICES FOR 8/1-8/31/19
10720	8/9/2019	3500	July 1-31, 2019 Services
10217	6/27/2019	3500	june1thrujune30-2019
9890	5/30/2019	3500	services may1-31-2019
9542	5/2/2019	3500	Services for april 2019

9053	3/28/2019	3500	services march01-31/2019
8895	3/15/2019	3500	services feb1-28-2019
8867	3/14/2019	3500	services feb1-28-2019
8379	1/31/2019	3500	jan1-31,2019
8218	1/16/2019	3500	dec01-31 2018
7738	11/29/2018	3500	SERV. 11/1/2018 - 11/30/2018
7420	11/1/2018	3500	OCT 01-31, 2018
7112	10/4/2018	3500	services sep01-302018

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

MEETING DATE: April 12, 2022

DATE OF REQUEST: April 7, 2022

TO: Honorable Mayor and Members of the City Commission

FROM: Dr. Beverly A. Nash, Ph.D., Interim City Manager
Mayor Ronte Harris, City Commission
Marcia Carty, Director, Finance Department

SUBJECT: Contractual Agreement: Corbecom Consulting Services, LLC
(Walter Corbett) and the City of Quincy Regarding IT/Project
Evaluation/Consulting Services

Statement of Issue/Justification:

Per the directions of the Mayor and City of Quincy commissioners, discussions began in February 2022 with Corbecom Consulting Services, LLC regarding the City of Quincy's capital project on the fiber optic infrastructure venture.

GL Number (FY 2021-2022): _____

Options:

1. Approve the Consulting Services Agreement with Corbecom Consulting Services, LLC.
2. Do not approve the Consulting Services Agreement with Corbecom Consulting Services, LLC.
3. Provide direction to staff.

Recommendation:

Option 1

Attachments:

1. Contractual Consulting Services Agreement
2. Emails regarding communications

Consulting Services Agreement

PARTIES

- This Service Contract Agreement (hereinafter referred to as the “**Agreement**”) is for time and materials and is entered into on February 1, 2022 (the “**Effective Date**”), by and between Corbecom Consulting Services, LLC, (hereinafter referred to as the “**Consultant**”), and the City of Quincy (hereinafter referred to as the “**Client**”) (collectively referred to as the “**Parties**”).

CONSIDERATION

- The Parties agree that the Consultant will provide the services hereunder, whereas the Client will in return provide compensation for such services and expertise.

SERVICES –

- The Consultant’s services are summarized below:
 1. Coordinate with COQ staff to identify project activities for the COQ Infrastructure Project to establish a project timeline of past, present, and future project work to include the following areas of focus for the first phase of the COQ Infrastructure Project; Outside Plant Construction/Fiber Backbone Connection, Substation (Back Office); Automated Meter Infrastructure (AMI); and Automated Meter System (AMS).
 2. Coordinate with COQ staff to identify project work needed for the second phase of the COQ Infrastructure Project and develop a roadmap for residential/customer bill pay and meter reading. Deliverable to include a timeline and projected project costs.
 3. Coordinate with COQ staff to identify work needed for a technology refresh for city offices to include the following: employing IT staff to support COQ day-to-day operations; securing vendor technology contracts for support, maintenance, and refresh of office equipment (laptops/computers and printers/copiers) and licensed software; and provide recommendations for consolidation of existing contracts, where applicable.

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on **September 30, 2022**.
- Upon the end of the term of the Agreement, this Agreement may be renewed with the consent of both parties.
- Consultant fees may not exceed **\$50,000** during the term of this Agreement without the consent of COQ. Timeliness of deliverables are subject to the availability of information and cooperation of CQO staff, contractors, and vendors.

- Consultant shall be compensated at \$125 hourly rate.
- All services provided will be invoiced monthly

TERMINATION

- This Agreement may be terminated in case the following occurs:
 1. Immediately in case one of the Parties breaches this Agreement.
 2. At any given time by providing a written notice to the other party **10 Business** days prior to terminating the Agreement.

RELATIONSHIP BETWEEN THE PARTIES

- Hereby, the Parties agree that the Consultant in this Agreement is an independent contractor where the Consultant provides the services hereunder and acts as an independent contractor.
- Under no circumstances shall the Consultant be considered an employee.
- Whereas this Agreement does not create any other partnership between the Parties.

EXCLUSIVITY

- The Parties agree and understand that this Agreement is not exclusive and that the Parties are entitled to enter into other similar agreements with other parties.

OWNERSHIP

- The Parties agree that all work created by the Consultant in terms of him/her performing the services will remain the exclusive property of the Client, who can use it without any restrictions.

CONFIDENTIALITY

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Consultant, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be addressed by both parties for Arbitration/mediation/negotiation. Disputes that are unresolved will be referred to the City of Quincy Attorney's office for further resolution.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral, or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

CLIENT

CONSULTANT

Name: _____

Name: Walter Corbett

Signature: _____

Signature: _____

Date: _____

Date: _____

Beverly Nash

From: Walter Corbett <wc.corbett@gmail.com>
Sent: Tuesday, February 8, 2022 10:29 AM
To: Ronte Harris
Cc: Beverly Nash
Subject: Re: Fw: Agenda for February 1, 2022 Workshop Agenda

Thank you for taking the time out to speak with me today. I will review over the next couple of days and list any questions or concerns for us to discuss early next week. If you have any additional information you think will be helpful, please don't hesitate to reach out. Thank you again and have a great week.

On Mon, Feb 7, 2022 at 1:49 PM Ronte Harris <rharris@myquincy.net> wrote:

Thank You for agreeing to speak with us today. Our discussion identified three (3) areas of IT needs for the city of Quincy. Advice, direction and recommendations are being solicited on the following:

1. Fiber Optic project : Attached are the documents compiled for the Fiber Optic Project Workshop.
- 2.
3. Day to Day Internal IT support (City Hall, Police, Fire, Finance Etc.)
- 4.
5. Comcast Services Contract: (Phone, Internet)

Ronte R. Harris, Mayor

Commissioner District 3
City of Quincy
Mobile: 850-879-1377

City Hall
404 W. Jefferson St.
Quincy, FL 32351
City Clerk Ph: 850-618-1884
www.myquincy.net



From: Vancheria Starling <Vstarling@myquincy.net>
Sent: Friday, January 28, 2022 8:45 PM
To: All Commissioners <allcommissioners@myquincy.net>; 'anessa canidate' <canidaa7@hotmail.com>; Keith Dowdell <Kdowdell04@gmail.com>; Beverly Nash <bnash@myquincy.net>; 'Gary A. Roberts' <garyr@garyrobertslaw.com>; Janice Shackelford <jshackelford@myquincy.net>
Cc: Anthony Baker <abaker@myquincy.net>; Charles Hayes <chayes@myquincy.net>; Decody Fagg <dfagg@myquincy.net>; Marcia Carty <mcarty@myquincy.net>; Reggie Bell <rbell@myquincy.net>; Robin Ryals <rryals@myquincy.net>; Timothy Ashley <tashley@myquincy.net>; Vancheria Starling <Vstarling@myquincy.net>; Carolyn Bush <cbush@myquincy.net>; 'sevideofl@aol.com' <sevideofl@aol.com>
Subject: Agenda for February 1, 2022 Workshop Agenda

Greeting Everyone,

Please see the attached for a copy of the February 1, 2022 Commission Workshop Agenda.

Thanks and have a great weekend.

Van

Vancheria Starling

City of Quincy

Office of the City Manager

404 W. Jefferson Street

Quincy, Florida 32351

Office: 850.618.1881

Cell: 850.251.1569

Fax: 866.746.6998

"IN THE HEART OF FLORIDA'S FUTURE"

--

Walter G Corbett III, PMP

Phone: 850/559-2341

Email: wc.corbett@gmail.com

Beverly Nash

From: Ronte Harris
Sent: Saturday, February 12, 2022 9:45 AM
To: Beverly Nash
Subject: Fwd: Fw: Agenda for February 1, 2022 Workshop Agenda

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Walter Corbett <wc.corbett@gmail.com>
Sent: Friday, February 11, 2022 6:50:27 PM
To: Ronte Harris <rharris@myquincy.net>
Subject: Re: Fw: Agenda for February 1, 2022 Workshop Agenda

Good Evening,

I reviewed the documents and was piecing together the project timelines and budgets to date. To assist with my assessment, I am requesting a budget expenditure report for all related Quincy IT City project(s). Please include the following fields; Invoice Date; Date Paid; Invoiced Amount; Paid Amount; Contractor/Business Name; and Project # with a date range that expands the entirety of the project(s), even if the project is completed. In addition, please have the report in an Excel format. Once I receive this, I will send you a list of questions/concerns and topics for our meeting next week. Below are a few available dates/times. Please let me know what works for you.

I am currently working up a draft of services and fees and can discuss next week as well. Thank you again and have a wonderful weekend.

Available Date/Times

- 2/16: 12PM - 3PM EST or anytime after 4PM EST.

On Tue, Feb 8, 2022 at 10:28 AM Walter Corbett <wc.corbett@gmail.com> wrote:

Thank you for taking the time out to speak with me today. I will review over the next couple of days and list any questions or concerns for us to discuss early next week. If you have any additional information you think will be helpful, please don't hesitate to reach out. Thank you again and have a great week.

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- 4.
5. Comcast Services Contract: (Phone, Internet)

Ronte R. Harris, Mayor

Commissioner District 3

City of Quincy

Mobile: 850-879-1377

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404 W. Jefferson St.

Quincy, FL 32351

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www.myquincy.net



From: Vancheria Starling <Vstarling@myquincy.net>

Sent: Friday, January 28, 2022 8:45 PM

To: All Commissioners <allcommissioners@myquincy.net>; 'anessa canidate' <canidaa7@hotmail.com>; Keith Dowdell <Kdowdell04@gmail.com>; Beverly Nash <bnash@myquincy.net>; 'Gary A. Roberts' <garyr@garyrobertslaw.com>; Janice Shackelford <jshackelford@myquincy.net>

Cc: Anthony Baker <abaker@myquincy.net>; Charles Hayes <chaves@myquincy.net>; Decody Fagg <dfagg@myquincy.net>; Marcia Carty <mcarty@myquincy.net>; Reggie Bell <rbell@myquincy.net>; Robin Ryals <rryals@myquincy.net>; Timothy Ashley <tashley@myquincy.net>; Vancheria Starling <Vstarling@myquincy.net>; Carolyn Bush <cbush@myquincy.net>; 'sevideofl@aol.com' <sevideofl@aol.com>

Subject: Agenda for February 1, 2022 Workshop Agenda

Greeting Everyone,

Please see the attached for a copy of the February 1, 2022 Commission Workshop Agenda.

Thanks and have a great weekend.

Van

Vancheria Starling

City of Quincy

Office of the City Manager

404 W. Jefferson Street

Quincy, Florida 32351

Office: 850.618.1881

Cell: 850.251.1569

Fax: 866.746.6998

“IN THE HEART OF FLORIDA’S FUTURE”

--

Walter G Corbett III, PMP

Phone: 850/559-2341

Email: wc.corbett@gmail.com

Beverly Nash

From: walter.corbett@corbecom.com <walter.corbett@corbecom.com>
Sent: Wednesday, March 9, 2022 9:58 PM
To: Beverly Nash; Ronte Harris
Cc: wendell_l_jones@yahoo.com
Subject: RE: Workshop by City of Quincy on Thursday, Feb. 24, 2022 regarding capital project - fiber optic

Good Evening,

Thank you for a productive meeting today. Below are a few key takeaways and action items from our discussion.

Takeaways

COQ is looking for an assessment of the ongoing technology projects, i.e. Infrastructure, Smart Grid, Utility payments, In-office technology refresh, and IT admin support/staff. Assessments will focus on; work that has been completed; work remaining ; roadmap to accomplish the remaining work; costs incurred to date; remaining costs; and consolidation of technology, where applicable. City staff and contractors will be contacted to assist with timelines and inventory. Getting the COQ on the right track to better serve their customers is the goal of the independent evaluation.

Action Items

- Walter to provide a SOW for the Independent Evaluation
 - Due to COQ 3/14
- Walter to provide an outline of the areas to assess and outstanding questions for COQ follow-up.
 - Due to COQ 3/14 – dependency on receiving the detailed ledger
- COQ to provide a detailed ledger of the expenses incurred as it relates to the Project and Vendors listed in the table below. This is a crucial step of the initial evaluation to begin assessing what worked has been done and what work remain.
 - Please include the following in the ledger; Project/Vendor/work Description/Amount Due/Amount Paid/Invoice #/Invoice Date/Date Paid/Amount Reimbursable by FEMA.

Projects/Areas of Focus	Vednor
Outside Plant Construction	Applied Com-Tek
Infrastructure For Backbone	LightSpeed
Substation (Back Office)	LightSpeed, Tantalus. Comcast, Atlantic Engineering Group, Alcatel-lucent Enterprise Equip., Nokia
Point & Pay/Exceleron	ADG System, Point & Pay, and Exceleron
FEMA Project (Hurr Michael 4399DR-FL)	Rostan Solutions
Software Upgrade for Backbone Grid	Tantalus
Communication Repeaters for Fiber Pole Connections	Tantalus
Email System	iCollective Technologies

Walter G Corbett III, PMP
Principal Consultant
Corbecom Consulting Services, LLC
Tel: 850-559-2341
Walter.Corbett@corbecom.com

From: walter.corbett corbecom.com
Sent: Monday, March 7, 2022 8:34 PM
To: Beverly Nash <bnash@myquincy.net>; rharris@myquincy.net
Cc: wendell_l_jones@yahoo.com
Subject: RE: Workshop by City of Quincy on Thursday, Feb. 24, 2022 regarding capital project - fiber optic

Good Evening,

I have looked over the documents you provided to construct a timeline dating back to the start of the project work to current. There are a few gaps that I will need additional information. We will use our Wednesday meeting to go over these documents and hopefully fill in the gaps. Some questions may be better answered by the current project manager or Utilities Director, if we are unable to address.

At this point, I see that the approach to this evaluation will be in multiple phases to address each area independently. The individual phases (areas of focus) will tie back to COQ's Technology Modernization plan. A few of the areas of focus that will be evaluated are; Infrastructure, Smart Grid, Online Utility Payments, Technology Refresh (City offices/bldgs., etc.), and IT Administrative staffing. This list may expand based on the City's needs.

The initial evaluation will require a longer assessment period for knowledge transfer and ramp up. The proceeding evaluations for the areas of focus, stated earlier, will move a little faster, requiring less interaction with current vendors and more time with you collecting your requirements.

The next step of the evaluation process will be to compile a SOW outlining the areas of focus and estimated time/duration to complete each deliverable.

You will have an opportunity to fine tune to ensure your needs are understood and we are all on the same page.

Please feel free to contact me with any questions .

Walter G Corbett III, PMP
Principal Consultant
Corbecom Consulting Services, LLC
Tel: 850-559-2341
Walter.Corbett@corbecom.com

From: Beverly Nash <bnash@myquincy.net>
Sent: Friday, February 25, 2022 3:40 PM
To: walter.corbett corbecom.com <walter.corbett@corbecom.com>
Subject: RE: Workshop by City of Quincy on Thursday, Feb. 24, 2022 regarding capital project - fiber optic

Per our conversation, see attachment from the workshop.

Thanks,

Dr. Beverly A. Nash, Ph.D.
Interim City Manager
City of Quincy, Florida
404 W. Jefferson Street
Quincy, Florida 32351
850-618-1880



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

MEETING DATE: April 12, 2022

DATE OF REQUEST: March 29, 2022

TO: Honorable Mayor and Members of the City Commission

FROM: Dr. Beverly A. Nash, Ph.D., Interim City Manager
Reggie Bell, Director, Public Works Department
Robin Ryals, Director, Utilities Department

SUBJECT: Request to Purchase a Godwin CD100S Dri-Prime Pump

Statement of Issue/Justification:

The information provided concerns the purchase of a Godwin CD100S Dri-Prime Pump Diesel Self-Priming Trailer Mounted Pump. This pump will allow the Public Works Department crew to mitigate and prepare for heavy water flow within our storm water system.

During this time of year, we expect a great amount of rain which will flood into certain low line areas in the city. Over time, the staff have made some necessary improvements to the designated flood areas within the city. It has come to our attention, as well as, made imperative to the staff that proper equipment to provide professional pump services for our citizens are readily available. In addition, this piece of equipment will be used as a back-up pump for the Utilities Department, if and when needed.

Equipment Options:

Purchase:

The purchase of one (1) Godwin Dri-Prime CD100M 4"x4" Yan mar 3TNV88F Final Tier 4 Engine GP30 Trailer Mounted Prime Guard Panel would allow the Public Works Department crew to pull the pump behind city vehicles to designated site(s). **The total cost for equipment is \$41,675.00.** It will take about 3 to 4 weeks. to be delivered.

Rental:

HYDRA SERVICE, INC (location: Quincy, Florida) have quoted a **rental price** for the pump with additional hoses: **\$583.00 per machine.** Please note, the equipment would be delivered to the site within 30 minutes of the request.

There have been several occasions where a Dri-Prime Pump was needed, but no machines were available. For the most recent weather event (the week of March 21st), the Public Works Department rented two machines at a cost of \$1,166.00.

The rental and/or purchase of the equipment would definitely improve staff 's ability to be more effective and provide faster service to our customers. The rental and/or purchase of the item was not in the 2021-2022 Fiscal Year budget.

Directions will be needed in terms of the appropriate **GL Number** and actually where this item should come from – approved budget wise.

Options:

1. **Approve the purchase of the Hydra Service Godwin Dri-Prime pump and additional hoses at a cost of: \$41,675.00.**
2. Do not approve.
3. Provide direction to staff.

Staff Recommendation:

Option 1

Attachment: Quote for Godwin CD100S Open Dri Prime Pump



Hydra Service (E), Inc.
SPECIALIST IN FLUID MOVEMENT

150 Dean Goss Dr, Jasper GA 30143
 Telephone (706) 807-2383

TO: Reggie Bell
 City of Quincy

FROM: Rex Smith
 PHONE: 850-630-0117

PHONE: 850-618-0035
 EMAIL: rbell@myquincy.net
 REF: Godwin

DATE: March 16, 2022
 QUOTE: 0322-120

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE EA</u>	<u>TOTAL PRICE</u>
1	Godwin CD100S Open Dri Prime Pump • 4" x " Suction / Discharge Bauer • Powered by Yanmar 1900 RPM Limit, FT4 Diesel Engine • Includes Prime Guard Engine Controller • Trailer Mounted, 30 gal Fuel Tank • Lead Time: 4 wks		
2	4" x 20' Suction Kanaflex Hose w/bauer fittings (total 40')		
1	4" Bauer Strainer		
6	4" x 50' Discharge Hose w/bauer fittings (total 300')		
1	Delivery included		

TOTAL PRICE:	\$41,675.00
---------------------	--------------------

Note: The material quoted is the best interpretation of the items provided for this project, and the customer shall review to ensure no additional items are needed.

The quote is good for 30 days unless otherwise noted. All material is subject to the engineer's final approval of submittal if required. Price is plus any taxes. Delivery, labor, and start-up are not included unless otherwise noted on the quote. Not included: any applicable taxes, installation costs, wetwell, valves, concrete work, foundation or pole for control panel, electrical connections, offloading, intermediate guide rail brackets, unless otherwise noted. No retainage is allowed.

Rex Smith

 REVIEWED BY HSI REPRESENTATIVE

March 16, 2022

 DATE OF REVIEW

 PURCHASER SIGNATURE

 DATE ACCEPTED

Godwin CD100S Dri-Prime[®] Pump



The Godwin CD100S Dri-Prime pump is a versatile, general purpose dewatering pump designed for use in the industry's most challenging construction, municipal, industrial and emergency response applications. This rugged pump is ideally suited for tough dewatering jobs, and is the reliable choice for rental solutions.

The CD100S is a member of the Godwin S Series of Smart pumps, equipped with a new generation of Field Smart Technology (FST) for remote monitoring and control. In addition to improved hydraulic efficiency, greater fuel economy, and streamlined serviceability, the CD impeller is interchangeable with a Flygt N-Technology non-clog impeller, providing the flexibility to tackle stringy, modern wastewater applications with the same pump.

Specifications

Suction connection	4 in (100 mm) flange
Delivery connection	4 in (100 mm) flange
Max capacity	1,079 USGPM † (245 m ³ /hr)
Max impeller diameter	10.0 in
Max solids handling	1 ¾ in (45 mm)
Max operating temp	176 °F * (80 °C)
Max working pressure	68 psi (4.7 bar)
Max suction pressure	58 psi (4.0 bar)
Max casing pressure	103 psi (7.1 bar)
Max operating speed	2200 rpm

* Please contact our office for applications in excess of 176°F (80 °C).
† Larger diameter pipes may be required for maximum flows.

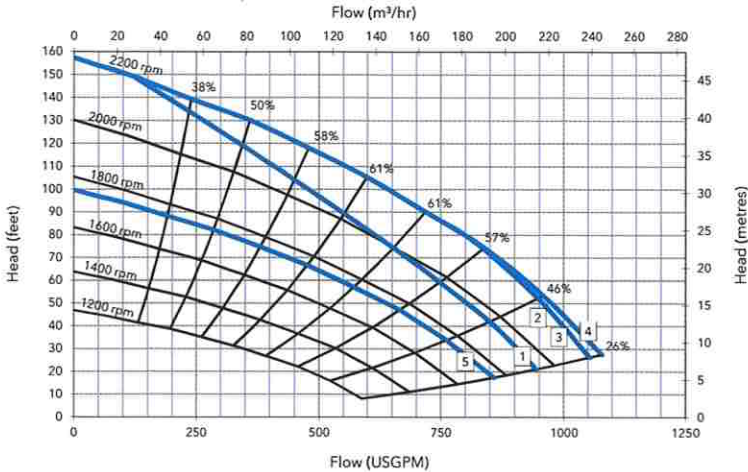
Features and benefits

- Interchangeable impellers to tackle a full range of solids handling applications.
- Field Smart Technology (FST) allows the user to monitor & control the pump from anywhere in the world.
- New compressor belt tensioner reduces time to change and adjust belt to approximately 30 minutes.
- New sight glass and measuring stick added to monitor level and quality of mechanical seal oil.
- Improved hydraulic design reduces vibration, maximizes efficiency and fuel economy.
- Fully automatic priming from dry to 28 feet (8.5 meters).
- Venturi priming requires no adjustment or control.
- Available as open set or Sound Attenuated Enclosure.
- Standard build engine 3TNV88F (EPA Final Tier 4).
- Other engine options available.
- Optional environmentally friendly skid base contains all fluid spills.

Godwin CD100S Dri-Prime® Pump

Performance curve

Pump curve is based on 0 ft dynamic suction lift.



Suction lift table 1800 rpm

Performance data provided in tables is based on water tests at sea level and 68°F ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

Total suction Head (feet)	Total Delivery Head (feet)				
	13	26	39	52	66
	Output (USGPM)				
10	623	574	509	427	328
15	623	558	476	377	262
20	591	525	443	344	230
25	574	492	410	295	164



Open trailer

Fuel capacity 30 US Gal (114 Liters)

Weight dry 1,930 lb (875 kg)

Weight wet 2,150 lb (975 kg)

Dimensions L 102 in x W 54 in x H 70 in

(L 2,591 mm x W 1,372 mm x H 1,778 mm)

Information provided above is based on the Yanmar 3TNV88F.



Sound attenuated enclosure

Noise @ 23 ft (7 m) 67 db(A)

Fuel capacity 80 US Gal (303 Liters)

Weight dry 2,670 lb (1,211 kg)

Weight wet 3,250 lb (1,474 kg)

Dimensions L 82 in x W 47 in x H 65 in

(L 2,083 mm x W 1,194 mm x H 1,651 mm)

Information provided above is based on the Yanmar 3TNV88F.

Materials

Pump casing	Cast Iron BS EN 1561/EN-JL1030
Wearplates	Cast Iron BS EN 1561/EN-JL1030
Pump shaft	Carbon steel BS970:1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Mechanical seal faces	Silicon carbide Vs Silicon carbide

Driver	Power	Energy Use 1800 RPM	Emissions Rating
1 Yanmar 3TNV88F	24 HP	1.0 US Gal/hr	EPA FT4
2 Yanmar 3TNV88C	35 HP	1.2 US Gal/hr	EPA FT4
3 Yanmar 3TNV88BDSA	36 HP	1.2 US Gal/hr	EPA iT4
4 Caterpillar C1.5T	40 HP	1.5 US Gal/hr	EPA iT4
5 Electric motor	20 HP	24.1 A	

Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only. Consult the factory for other driver options.

Specifications and illustrations are subject to revision without notice. Xylem makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use.

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

Date of Meeting: April 12, 2022

Date Submitted: April 4, 2022

To: Honorable Mayor and Members of the City Commission

From: Dr. Beverly Nash, Ph.D., Interim City Manager
Gary Roberts, Attorney, City of Quincy
Mayor Ronte Harris, City Commission

Subject: Appointment of Inspectors to Canvassing Board for Election to be held Tuesday, April 26, 2022.

Statement of Issue/Justification:

The Canvassing Board provides the oversight to ensure the integrity of the electoral process. The canvassing board is charged by law with a number of activities in the conduct of elections and ascertainment of results.

The city charter calls for the appointment of two commissioners to serve on the canvassing committee on election day.

City Charter, Sec. 10.04 - Inspectors.

“The city commission shall make all necessary arrangements for holding all city elections and shall declare the result thereof. Inspectors and clerks of elections shall be appointed by the city commission, except that if the commission shall fail to appoint them at least two days before the date of any election the mayor may appoint them.”

In addition, the regular city commission meeting to be held on 4th Tuesday, April 26, 2022 is election day and that regular commission meeting will need to be canceled.

Options:

Option 1: **Appointment and approval of inspectors (2) for the election to be held on Tuesday, April 26, 2022.**

Option 2. Deny the appointment and approval of inspectors for the election.

Option 3. Provide direction to staff from City Commission

Staff Recommendation:

Option 1

Attachment:

Florida Division of Elections: Canvassing Board Membership and Activities



Canvassing Board Membership and Activities

DE Reference Guide 0020 (Updated 09-2019) (supersedes all prior versions)

These guidelines are for reference only. They are not to be construed as legal advice or representation. For any particular set of facts or circumstances, refer to the applicable state, federal law, and case law, and/or consult a private attorney before drawing any legal conclusions or relying upon this information.

OVERVIEW

- Canvassing board.
 - The county canvassing board is composed of three members: the supervisor of elections; a county court judge who acts as the chair, and the chair of the board of county commissioners.
 - Aside from attendance at training workshops, a board member's duties will begin as early as the pre-election testing of voting equipment scheduled within the 10 days before early voting, intensify as canvassing of vote-by-mail ballots begin which may start as early as 15 days before an election and continue through election night reporting, post-election voting system audits, and certification of election results.
- Substitute.
 - The law requires substitutes to be appointed whenever a member is unable to serve or is disqualified from serving.
 - The substitute cannot be a candidate with opposition in the election being canvassed and cannot be an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. For what constitutes active participation in the campaign or candidacy of a candidate, see Division of Elections Advisory Opinion [DE 09-07](#).
 - The process for appointing a substitute is set out in section [102.141\(1\)](#), Fla. Stat.
- Alternate.
 - Each canvassing board must have two alternates designated. The long-term service on a canvassing board can place an undue burden on a volunteer member's other professional and personal obligations. Therefore, an alternate serves as a back-up in the event a member is unable to participate in a meeting of the board.
 - The alternates are to be appointed as close in time to when the canvassing board membership is designated.
 - If not otherwise serving as one of the three members of the canvassing board, the alternate can be present, observe and communicate with the other members of the board but cannot vote in the board's decisions or determinations. The process for appointing alternates to the canvassing board is set out in section [102.141\(1\)](#), Fla. Stat.
- Duties.
 - The canvassing board is charged by law with a number of activities in the conduct of elections and ascertainment of results.
 - This reference guide focuses specifically on the membership requirement for those activities.

REQUISITE MEMBERSHIP FOR CANVASSING BOARD ACTIVITIES

- Unless otherwise specified in statute or rule, the canvassing board may act when two members of the board are present, thereby constituting a majority, as long as the two members present are in agreement as to the action to be taken. If they are not in agreement, then a majority of the board has not approved the action. See also DE Advisory Opinion [05-08](#). The chart on the following page details requisite membership attendance based on category of activity.

Activity	Number of Canvassing Board Members Required to be Present	Underlying statute(s) and/or rule for activity
Public logic & accuracy testing	<ul style="list-style-type: none"> At least one member for test All members to certify the accuracy of test 	Section 101.5612(2) , Fla. Stat.
Canvassing of vote-by-mail ballots	<ul style="list-style-type: none"> Majority to approve and order the opening of the ballots At least one member to be present at all times during opening and running of the ballots through tabulation system 	Sections 101.68 , 101.6925 , and 102.141(2) & (8), Fla. Stat.
Determination to count or reject vote-by-mail ballots (e.g., signature mismatch)	<ul style="list-style-type: none"> Majority to determine whether to count or reject a ballot 	Sections 101.68 , 101.6925 , and 102.141(2) , Fla. Stat.
Duplication of ballot	<ul style="list-style-type: none"> Majority to be present to approve ballots to be duplicated At least one member to be present during duplication of ballots 	Sections 101.5614(5) , 101.68 , and 102.141(8) , Fla. Stat.
Canvassing of provisional ballots	<ul style="list-style-type: none"> Majority to determine whether to count or reject (which latter must be by preponderance of the evidence) 	Sections 101.048 , 101.049 , 101.6925 , and 102.141(2) , Fla. Stat.; Rule 1S-2.037 , Fla. Admin. Code
Finding that a signature on provisional ballot or vote-by-mail ballot voter certificate or cure affidavit does not match signature on record	<ul style="list-style-type: none"> Majority and beyond reasonable doubt 	Sections 101.048 and 101.68 , Fla. Stat.
Recount	<ul style="list-style-type: none"> Majority at all times during recount process All members for determination or decision to resolve a discrepancy during a recount 	Sections 102.141 and 102.166 , Fla. Stat.; Rules 1S-2.027 , and 1S-2.031 , Fla. Admin. Code
Certification of election results	<ul style="list-style-type: none"> Majority to certify results 	Section 102.151 , Fla. Stat.
Post-election certification audit of voting system	<ul style="list-style-type: none"> Majority at all times during audit process 	Section 101.591 , Fla. Stat.; Rule 1S-5.026(4)(e) , Fla. Admin. Code

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

Date of Meeting: April 12, 2020

Date Submitted: April 06, 2022

To: Honorable Mayor and Members of the City Commission

From: Dr. Beverly Nash, Ph.D., Interim City Manager
Carolyn Bush, Interim Human Resource Director

Subject: 2022 Health and Wellness Fair

Statement of Issue/Justification:

The City of Quincy Wellness Committee is planning an employee and community health and wellness fair. The health and wellness fair is an evidence-based model and essential part of education and preventative medicine. The health and well fair will not only provide general information about good health and preventative medicine, but also offer screenings and assessments - blood pressure or cardiovascular health - that can detect a problem and get attendees on a track to a healthier self.

The health and wellness fair will function in a fun and interactive way, making it a perfect go-to for a variety of audiences, including school-aged children from elementary to high school, college students, entire families, senior citizens and employees.

It also is a way to raise awareness about job-based risks and individual health status. This is an effort to get citizens and employees to take responsibility for their own health. In addition, the health and wellness fair will provide opportunities for community members to learn how to help their families stay healthy and safe.

Sponsors are: The Evans Agency-INSURICA and Healthy United Resources, Inc.

Target Population: City of Quincy Employees and Citizens (All ages)

Date: Saturday, April 30, 2022

Location: Joe Ferolita Recreation Center, 122 Graves Street, Quincy, FL

Time: 10:00 am – 1:00 pm

Participating Agencies and Vendors, includes, but not limited to:

Apalachee Mental Health-Gadsden
North Florida Medical–Jessie Furlow Center
Refuge House
Gadsden County Health Department
Gadsden Technical College

Lively Technical College
 Big Bend Cares
 Sickle Cell Foundation
 Big Bend AHEC
 Airway Works
 Refuge House
 Gadsden County Healthy Start
 Supervisor of Elections
 Veteran Services
 Gadsden Community Health Council- Mobile Health Unit
 Girl Scouts of the Gateway Council

Estimated funding: \$8,300.00

Proposed Budget:

Signs	\$400.00	Stage Rental	\$300.00
Copies	\$350.00	Giveaways	\$400.00
Newspaper Ads	\$350.00	Disc Jockey	\$450.00
Supplies & Decoration	\$300.00	Mental Health Speaker and Special Guest	\$5000.00
Health Fair T-shirts	\$650.00	Bottles of Water	\$100.00

GL Number: 001-260-513-30315

Options:

Option 1: Vote to approve the 2022 Health and Wellness Fair.

Option 2: Deny approval of 2022 Health and Wellness Fair.

Option 3: Provide direction to staff from City Commission

Staff Recommendation:

Option 1

Attachment: Flyer

CITY OF QUINCY

2022 EMPLOYEE AND COMMUNITY Health & Wellness Fair



SATURDAY, APRIL 30, 2022 10AM - 1PM

JOE FEROLITO RECREATION CENTER
122 NORTH GRAVES STREET

Door Prizes * Give-Aways

BLOOD PRESSURE SCREENING * HIV SCREENING * SENIOR SERVICES
CHAIR MASSAGES * BMI'S * OXYGEN SATURATION SCREENING
EYE SCREENING * AHEC * MENTAL HEALTH SERVICES

Sponsored by:



THE EVANS AGENCY



For questions or concerns please contact Carolyn Bush at (850) 618-1895

Invoices Charged to the City Attorney Division

Contractual Services, 001-120-514-30341

Completed on April 6, 2022

Date	Amount	Name/Inv#/PO/Description
12/1/2021	\$140.00	Vend: PHIPPS REPORTING HEA Inv: 200955 PAYABLE TO: PHIPPS REPORTING HEADQUARTERS
12/8/2021	\$5,462.50	Vend: HOLTZMAN VOGEL, PLLC Inv: 111719 MCLEAN LITIGATION
12/9/2021	\$6,412.50	Vend: Attorney at Law Inv: 12/7/2021 PAYABLE TO: LARRY K. WHITE, LLC
12/15/2021	\$1,822.50	Vend: NELSON LAW FIRM, PLC Inv: 657.12 MAY-JUNE 2021
12/15/2021	\$16,905.00	Vend: GARY A. ROBERTS AS Inv: 00144 OCTOBER 2021 SERVICES
12/15/2021	\$15,320.00	Vend: GARY A. ROBERTS AS Inv: 00145 NOVEMBER 2021
12/21/2021	\$261.00	Vend: CARLTON FIELDS Inv: 1136775 retirement savings plan
1/12/2022	\$1,000.50	Vend: CARLTON FIELDS Inv: 1141453 RETIREMENT SAVINGS PLAN
1/20/2022	\$17,062.50	Vend: GARY A. ROBERTS AS Inv: 00146 DECEMBER 2021 SERVICES
1/20/2022	\$5,237.50	Vend: HOLTZMAN VOGEL, PLLC Inv: 112608 DECEMBER 2021 SERVICES
1/20/2022	\$37.50	Vend: HOLTZMAN VOGEL, PLLC Inv: 112532 DECEMBER 2021 SERVICES
2/1/2022	\$315.00	Vend: LEVINE STIVERS LLC Inv: 52250 Acct: 21-0199M
2/1/2022	\$8,400.00	Vend: LEVINE STIVERS LLC Inv: 52506 Acct: 21-0199M
2/5/2022	\$3,500.00	Vend: BANK OF AMERICA Inv: JANUARY-2022 P-CARD PURCHASES
3/7/2022	\$315.00	Vend: LEVINE STIVERS LLC Inv: 52569 ACCT# 22-0028M
3/7/2022	\$420.00	Vend: LEVINE STIVERS LLC Inv: 52570 ACCT# 22-0029M
3/17/2022	\$15,995.00	Vend: GARY A. ROBERTS AS Inv: 00149 JANUARY 2022 SERVICES
3/17/2022	\$14,910.00	Vend: HOLTZMAN VOGEL, PLLC Inv: 113310 PAYABLE TO: HOLTZMAN VOGEL, PLLC
3/17/2022	\$137.50	Vend: HOLTZMAN VOGEL, PLLC Inv: 113032 PAYABLE TO: HOLTZMAN VOGEL, PLLC
3/23/2022	\$12,390.00	Vend: LEVINE STIVERS LLC Inv: 52771 FINANCIAL/CONTRACTUAL MATTERS

\$126,044.00

Debits: \$ 126,044.00 Credits: \$ 0.00 Net: \$ 126,044.00 Enc: \$ 0.00 Adj: \$ 0.00 Stat: \$ 0.00

FILED FOR RECORD

2022 MAR -1 PM 1:24

NICHOLAS THOMAS
CLERK CIRCUIT COURT
GADSDEN COUNTY FLA

IN THE CIRCUIT COURT OF
THE SECOND JUDICIAL
CIRCUIT IN AND FOR
GADSDEN COUNTY FLORIDA

GRAND JURY, FALL TERM
2021

IN RE: THE QUINCY CITY COMMISSION PAY INCREASES

IN THE NAME OF AND BY THE AUTHORITY OF THE STATE OF
FLORIDA

PRESENTMENT

THIS MATTER came before the Grand Jury on November 9, 2021, December 14, 2021, and March 1, 2022 to review the facts and circumstances surrounding the pay increases the Quincy City Commission gave themselves in September of 2021. In late September, 2021, commissioners voted 3-2 to increase their salary from \$16,700 to \$37,000 per year as part of their 2022 budget. This pay raise amounts to about a 122% increase for the commissioners. The matter received significant local media attention and drew the ire of many citizens in Gadsden County. This inquiry was initiated by your Grand Jury and your Grand Jury voted in favor of investigating the matter. We asked State Attorney Jack Campbell to investigate the matter and present the facts and circumstances surrounding this pay increase for our review.

We have now reviewed the facts as established through the investigation, the witness testimony, and the applicable law. We have heard testimony from the following: Now former City Manager Jack McLean; Quincy City Commissioner Angela Sapp; Quincy City Commissioner Frieda Bass-Prieto; Quincy City Commissioner Keith Dowdell; Quincy City Clerk Janice Shackelford; FLDE Agent Rob Giddens who investigated this matter at our request (as well as some some adjacent matters that arose during our inquiry); and retired DCA Judge James Wolf, adjunct professor of local government law at Florida State University College of Law and former General Counsel for the League of Cities, whom we consider to be an expert on city government. We have reviewed the Charter of the City of Quincy, the salaries of all city commissioners statewide, and other materials.

We find as follows:

FACTUAL FINDINGS PRESENTED

According to their website, the mission of the Quincy City Commission is “to carry out the responsibilities given to cities by state law, and to improve the safety, health, prosperity, and general welfare of the residents of the City of Quincy.” The City has a budget of over 34 million dollars. The fiscal year runs from October 1st through September 30th. The

city manager or mayor can call a meeting of the Quincy City Commission; or three or more commissioners can get together to call a meeting. Florida Statutes Section 119 requires that all meetings between two or more commissioners be done in the sunshine.

On September 28, 2021 the Quincy City Commission met. All five commissioners were in attendance. At this meeting, the commissioners voted 3-2 to pass the pay increases in question. The votes were as follows: Commissioner Angela Sapp – Nay; Commissioner Frieda Bass-Prieto – Nay; Commissioner Keith Dowdell – Yea; Mayor Ronte Harris – Yea; and Commissioner Anessa Canidate - Yea. By this vote, the Commissioners increased their own salaries from \$16,000 to 37,000 annually which was an approximate 122% pay increase. These pay increases went into effect January 1, 2022.

The city of Quincy has approximately 7,800 residents. The average population of municipalities statewide is 26,130. The average salary for commissioners across the state is \$9,694 (over \$27,000 less than what our commissioners are making). The median pay for commissioners statewide is \$6,000 (approximately \$31,000 under what our commissioners are making). In comparing the salaries of commissioners statewide, the city of Quincy now ranks 13th amongst 411 municipalities;

falling between Pompano Beach which has a population of approximately 112,000 (over 100,000 more than Quincy) and Port St. Lucie with a population of approximately 191,000 (over 180,000 more than Quincy). In reviewing the salaries of commissioners in cities with populations between 5,000 and 10,000; commission salaries range from no salary to \$42,000. Pembroke Pines has the highest comparable salaries; but that city has approximately six times Quincy's budget at 220 million dollars compared to our budget of approximately 34 million dollars. It should further be noted that eight municipalities in Florida pay their commissioners \$1 annually, and over fifty do not pay their commissioners at all. Looking at areas close to Quincy geographically, all are significantly below our current salaries with Chattahoochee paying their commissioners \$3600 annually; Greensboro paying nothing; Gretna paying \$11,330; and Midway paying \$8,400.

At one of our sessions on this subject, an allegation was made by then Quincy City Manager Jack McLean that two of the city commissioners violated the Sunshine Law requirements by conducting two secret meetings prior to the vote on September 28, 2021 to discuss the pay raises in question. McLean testified that he, Mayor Pro-Tem Keith Dowdell and Mayor Ronte Harris met at Cracker Barrel in the summer of

2021 where the raises were discussed. McLean also testified that the salary raises were discussed for a second time on August 1, 2021. On this occasion, McLean alleges that he and Mayor Pro-Tem Keith Dowdell and Mayor Ronte Harris met up at Representative Val Demmings' meet-and-greet campaign event followed by the three of them driving around town to view potential city development properties. Mclean alleges the raises in question were discussed on this occasion as well.

FDLE Agent Giddens investigated these allegations. The investigation included interviews of McLean, Dowdell and Harris. McLean was not able to provide any further detail as to when the Cracker Barrel meeting occurred or what specifically was discussed. Similarly, McLean was not able to provide any details as to what was discussed on the August 1 event. While Dowdell and Harris admitted these meetings occurred, both men deny that the raises were discussed on either occasion. It should be noted that the FDLE investigation also included inspection of the cell phone communications between these parties and no additional information could be obtained from the cell phones other than confirmation that there were phone communications between the parties in question.

Subsequent to our grand jury session, McLean made several additional allegations against Mayor Pro-Tem Keith Dowdell and Mayor Ronte Harris. Also subsequent to our session, Jack McLean's contract as city manager was terminated. The allegations made by McLean were investigated by FDLE and were either determined to be unfounded or devoid of evidence to corroborate the allegations. Additionally, allegations were made by the city commissioners against McLean. These allegations could also not be substantiated by evidence.

The Law

Per Florida Statutes Section 286.011:

"(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings..."

(3)(b) Any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision who knowingly violates the provisions of this section by attending a meeting not held in accordance with the provisions hereof is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083."

Hence, all meetings between two or more commissioners are required to take place "in the sunshine," and to have such a meeting outside the sunshine is to commit a crime.

"Home rule" is like the municipal version of federalism. It refers to a city or county's ability to exercise governmental power without the state legislature first granting approval. Typically, home rule cities and counties have the ability to exercise their powers for any "municipal purpose."

Basically, without home rule, cities and counties would have to ask state governments for permission every time they wanted to legislate. With home rule, they can do this on their own, but the state can still overrule local governments (much like the federal government can overrule states). In Florida, a local government generally must have a charter to obtain home rule powers. Local governments with charters can alter their organizational structure and powers to fit whatever the community needs. Florida has 20 counties with home rule charters. These "charter counties" can do as they wish so long as it does not conflict with state law.

The Quincy City Charter confers home rule powers. Hence, the Quincy City Commission can exercise any power and perform any function that is not specifically prohibited by state or federal statutes. The

purpose of home rule is to allow for local solutions to our local issues and problems. The Quincy City Charter is silent on the issue of how raises for commissioners can be given.

Florida Statutes Section 166.031 lays out the methods by which a city charter can be amended. There are two ways to get a charter amendment on the ballot for the next election. The first is by a majority vote by the city commission to get the charter amendment on the ballot. The second is by a petition signed by 10% of the registered electors to get the amended charter with the selected changes onto the ballot for the next election.

CONCLUSION AND RECOMMENDATIONS

Your Grand Jury finds that there is insufficient evidence to proceed on any criminal allegations regarding meetings occurring in violation of the Sunshine laws. Based on the testimony presented, we are deeply concerned about this alleged practice and expect that our commissioners will review these laws and proceed with the integrity we expect from our elected officials.

Your Grand Jury finds that the city commission salaries passed on September 28, 2021 are inconsistent with both the mission of the Quincy

City Commission and with the salaries of commissioners in comparable municipalities. We find that the current Quincy City Commissioner salaries are disproportionately higher than those of similarly situated municipalities around the state. Thus, we find that the payment of these exorbitant salaries runs contrary to the goal of increasing the prosperity of the City of Quincy.

Since the Quincy City Charter is silent on the issue of how raises for commissioners can be given, the raises in question, while unjustified and wrong, were done legally. Your Grand Jury seeks to both address the current salaries and to prevent this problem from recurring in the future. As such, we recommend the adoption of a charter amendment that recommends a return to the prior salary with no more than a 2% increase, and which adopts one or more of the following options to prevent a recurrence of this problem going forward.

The options for such a change(s) are listed below:

- I. Procedural Changes Regarding the Manner in which Raises are Adopted:
 - a. Raise not effective until council person is elected for a new term.

- b. Raise not effective until voters vote on the raise.
 - c. Require additional public hearings or additional notice to the public.
 - d. Must do salary survey of similar size cities prior to adoption.
- II. Substantive Changes to Limit the Amount of Salary or Raise:
- a. No increase greater than consumer price index.
 - b. No increase greater than amount of raise managerial positions receive.
 - c. No increase greater than amount received by general employees.
 - d. No increase greater than a certain percentage.
 - e. Percentage of County Commissioner's salary (which is set by the legislature).
 - f. Increase tied to population growth.

Your Grand Jury is hesitant to proclaim which of the above options is the best one, but we feel strongly that we as a community must act to address this issue. The City Commissioners who voted for the pay raise abused the power and responsibility afforded them by our current city charter. The action of these Commissioners in adopting the pay increase demonstrates a self-interest which is in direct conflict with their duty to

serve this community as our representatives. We know the amendments we are recommending will rectify this wrong and ensure that these types of transgressions are unable to be repeated in the future.

THEREFORE, with a quorum present and twelve or more in we find this presentment.

Your Grand Jurors say nothing further in these premises.

RESPECTFULLY SUBMITTED this 1st day of March, 2022.



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

MEETING DATE: April 12, 2022

DATE OF REQUEST: April 5, 2022

TO: Honorable Mayor and Members of the City Commission

FROM: Dr. Beverly A. Nash, Ph.D., Interim City Manager
De'Cody Fagg, Director, Parks and Recreation Department

SUBJECT: Rental Request by: Derrick Butler for the City of Quincy's
Business/Commercial Park on Joe Adams Road

Statement of Issue/Justification:

Mr. Derrick Butler has requested the use/rental of the City of Quincy's Business/Commercial Park, Joe Adams Road, for a Custom Car and Bike Expo scheduled to be held on Saturday, May 15, 2022, 12:00 noon to 8:00 pm (actual event).

Background:

The event has provided local and regional car and bike enthusiasts with an opportunity to show and/or display custom vehicles for several years. The economic impact for the city and county has allowed individuals from far and near to travel and attend this event. In addition, there are several local businesses that will take part in sponsoring the event. Mr. Butler has an event coordinator for the event who will ensure that security is provided on site.

Additional attractions will be a disc jockey and live performances throughout the day. Food vendors will be on-hand, as well as the Gadsden County Emergency Management Services/Ambulance Services. A special part of the event program will be the judging and presentation of trophies and prizes in various car and bike categories.

The event staff will coordinate with the City of Quincy Police Department for traffic control and the event staff will provide clean-up services.

In addition, Mr. Butler has secured a \$1 million liability insurance policy. The event is scheduled to close with everyone off-site at 9:00 pm.

Total Rental Amount: \$1,987.50

Options:

1. **Approve the authorization for Mr. Derrick Butler to use the City of Quincy's Business/Commercial Park on Joe Adams Road scheduled for Saturday, May 15, 2022.**
2. Do not approve authorization for Mr. Derrick Butler to use the City of Quincy's Business/Commercial Park.
3. Provide direction to staff.

Recommendation:

Option 1

Attachments:

1. Event Permit Application
2. Certificate of Liability Insurance: Hiscox Inc.
3. Invoice: for payment

122 N. Graves Street



Quincy, Florida 32351

QUINCY BUSINESS PARK AND TANYARD CREEK AMPHITHEATER



Event Planning Kit

Venue Information

Permitting Checklist

Quincy Business Park and Tanyard Creek Amphitheater
Rules and Regulations

Insurance Requirements

Rental Fee Schedule

Payment Terms

Event Permit Application

Hold Harmless Agreement

Police Department Event Management/Security Management

Occupational License /Vendor Permit

Alcohol and Beverage One Day Permit



Event Permit Application

Quincy Business Park /Tanyard Creek Amphitheater

Applicant Information

Name of Applying Organization/Individual: <i>Derrick Butler</i>		
Address: <i>19 Kittrell Rd Quincy Fl 32351</i>		
Phone Number: <i>(850) 331-5958</i>		
Alternate Phone Number: <i>(850) 331-5958</i>		
Email Address: <i>Derrick Butler 1974 @ Gmail.com</i>		
Organization/Event Website (if applicable):		
Contact Name: <i>Derrick Butler</i>		
Contact Mailing Address: <i>19 Kittrell Rd</i>		
City: <i>Quincy</i>	State: <i>Fl</i>	Zip Code: <i>32351</i>

Contact Phone Number: (450) 339-5958

Alternate Phone Number (850) 339-5958

Non-Profit Status ID# (Must attach copy):

Name of Event: Derrick's Custom Cars Bike Show

Public Event: Yes No

Requested Date: Choose three (3) possible dates; list in order of importance.

1. April 2, 2022
2. May 15, 2022 Alternate Date
- 3.

Set-Up Time: 9 am

Event Start Time: Noon

Event End Time: 8 pm

Breakdown/Offsite Time: 9 pm

All events must conclude by 9pm Sundays – Thursdays and 10pm Fridays and Saturdays

Anticipated Attendance: 300-700

Other Factors (Check all that apply):

Alcohol (submit Alcohol Permit)

Medical/First Aid

Tents What size: 10 x 10

Banners/Signs

Portable Restrooms

Use of sound system

Anticipated number of food vendors: 10-15

Merchandise Sales? Yes No

Anticipated number of merchant vendors: 5

What type of merchandise do you plan to sell? clothe, Arts, Crafts

Will food and/or non-alcoholic beverages be served and/or sold? Yes No

Who will dispense the food or beverage (i.e., caterers, staff, etc.)? staff

If caterers are being used, please list the names and DBPR license number of each caterer:

N/A

Electric, sanitation and water requirements will be determined based on needs.

All sales tax is to be reported by vendor and is not the City of Quincy's responsibility to report sales tax.

Admission Fee: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, amount of admission fee: 20 ⁰⁰
--	---

Have you held this event before? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If so, when and what venue? 5/15/21
---	--

Type of Event:	Festival <input type="checkbox"/> Foot Race <input type="checkbox"/> Benefit Walk <input type="checkbox"/> Public Assembly <input checked="" type="checkbox"/> Concert <input type="checkbox"/> Carnival <input type="checkbox"/> Performing Arts <input type="checkbox"/> Reception <input type="checkbox"/> Party <input type="checkbox"/> Animal Event <input type="checkbox"/> Other: (Please specify) <u>Car Show</u>
----------------	--

Expected Activities: Car Show that has displays of Custom Cars, vendors, and a host of spectators from near and far. Yearly event that citizens of Quincy and surrounding counties have grown to love.

Economic Impact

Potential Economic Impact Factors: Lots of Spectators Come From Surrounding Cities and support Local Establishments
Possible Sponsors and/or Partnerships: Several
Anticipated Immediate Impact to Community: Tremendous Impact Event is Led and Look Forward to by Local Citizens

CITY MANAGER APPROVAL

_____ Approved _____ Denied Date: _____

City Manager's Signature: _____

Release and Hold Harmless Agreement

In consideration of the City of Quincy, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Quincy, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area.

The undersigned further agrees to indemnify and hold harmless the City of Quincy, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth.

The undersigned hereby waives all claims against the City of Quincy for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above.

The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Quincy, Florida.


THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

Applicant Signature: _____

Print Name: _____

Date: _____

Phone Number: _____



Derrick Butler
7/22/22 888 339-5958



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2022

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED DERRICK'S CUSTOM CAR SHOW 4643 HIGH BRIDGE RD QUINCY, FL 32351	INSURER A:	Hiscox Insurance Company Inc
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		P100.143.991.3	03/09/2022	03/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR 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	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**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





INVOICE

Date: February 24, 2022
 INVOICE # 101

Quincy Parks and Recreation Department
 122 N. Graves Street | Quincy, Florida 32351
 850.618.0042 (Office)

To

Derrick Butler
 19 Kittrell Rd
 Quincy, FL 32351
 850-339-5958

QPRD Staff	Event	Payment Terms	Payment Received
Gloria Woodard	Car Show	Due on receipt	April 02, 2022

Date of Event	Description of Event	Cost	Total Cost
04/02/2022	Use of Business Park for Car Show		
	Deposit fee	\$500	\$500
	Park Rental Fee	\$1300	\$1300
	Maintenance Deposit (300-700) Anticipated Attendance	\$500	\$500
	Other Fees (like trash cans)	15x \$12.50	\$187

Subtotal	\$1987.50
Sales Tax	
Total	\$1987.50

Make all checks payable to City of Quincy
Thank you for your business!

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

MEETING DATE: April 12, 2022

DATE OF REQUEST: April 5, 2022

TO: Honorable Mayor and Members of the City Commission

FROM: Dr. Beverly A. Nash, Ph.D., Interim City Manager
De'Cody Fagg, Director, Parks and Recreation Department

SUBJECT: Rental Request by: Dusty's Circus for Joe Ferolito Recreation Center

Statement of Issue/Justification:

Dusty's Circus is requesting the use/rental of the Joe Ferolito Recreation Center, 122 North Graves Street for a one-day event. The actual event is scheduled to be held on Tuesday, May 3, 2022, 7:00 pm to 9:00 pm.

Background:

The Dusty's Circus brings together the marketing and production power of renown showmen Philip "Dusty" Sadler and Leigh Ketchum in order to bring to the City of Quincy a new and innovative show. The parent company, Straw House Ticketing, Inc., handles over \$1 million in circus ticket sales annually with a proven track record with an international standing and audience. They were on the International All Star Circus in the 80s and bring a decade of experience in circus performances.

The company is known for producing numerous regional circus productions from small scale to large scale events featuring international circus stars. Dusty's Circus promises fun for the entire family; featuring an international all-star cast of circus artists. The show aims to be a modern adaption of the classic American Circus in an intimate atmosphere. Customers will experience the circus up-close and personal. In addition, Dusty's Circus promises wholesome entertainment that will be enjoyed by all ages – fun for the entire family.

Dusty's Circus will arrive at approximately 12:00 noon on May 3, 2022 for set-up and close-out will be at approximately 10:30 pm. Dusty's Circus carry a \$3 million insurance policy.

Total Rental Amount: \$1,280.00

Options:

1. **Approve the authorization for Dusty's Circus to use the Joe Ferolito Recreation Center scheduled for Tuesday, May 3, 2022.**
2. Do not approve authorization for Dusty's Circus to use the Joe Ferolito Recreation Center.
3. Provide direction to staff.

Recommendation:

Option 1

Attachments:

1. Show Details: Dusty's Circus
2. Certificate of Liability Insurance: Specialty Insurance, LTD
3. Permit to use Recreation Facility/Park



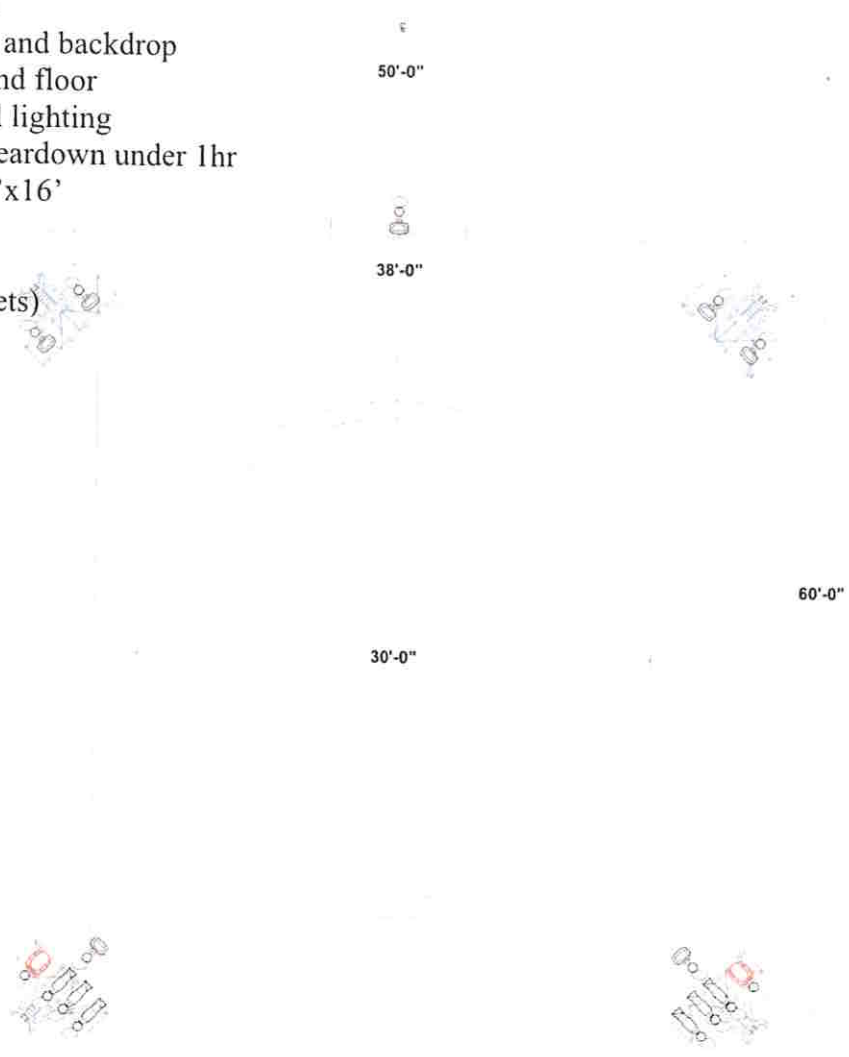
Show Details: Now booking for an inaugural 2022 tour, Dusty's Circus brings together the marketing and producing powers of renown showmen Philip "Dusty" Sadler and Leigh Ketchum to bring America this new show. Circus is complete with all the tasty circus treats at our concession stand. Our parent company StrawHouse Ticketing Inc (Sarasota Box Office) handles over \$1 million in circus ticket sales annually with a proven track record with international standing. Our Producers were producing partners and general managers on the International All Star Circus in the 80s and bring their decades of experience to this new show. This show aims to be a modern adaption of the same concept introduced to America in the 80s. Our producers are also regularly producing consultants for numerous regional circus productions from small scale to large scale events featuring international circus stars. Dusty's Circus promises fun for the entire family; featuring an international all-star cast of circus artists.

Show Setup:

- 100% ground supported
- Custom 38'x10' curtain and backdrop
- Handmade circus ring and floor
- State of the art theatrical lighting
- Setup time under 2hrs, teardown under 1hr
- Minimum space 60'x50'x16'

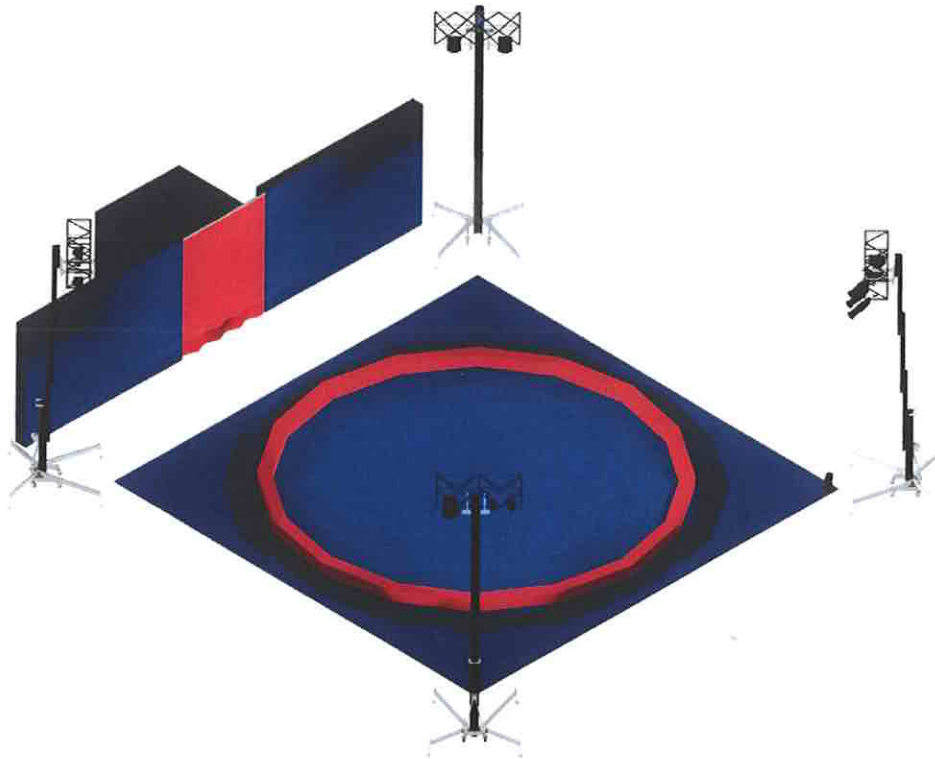
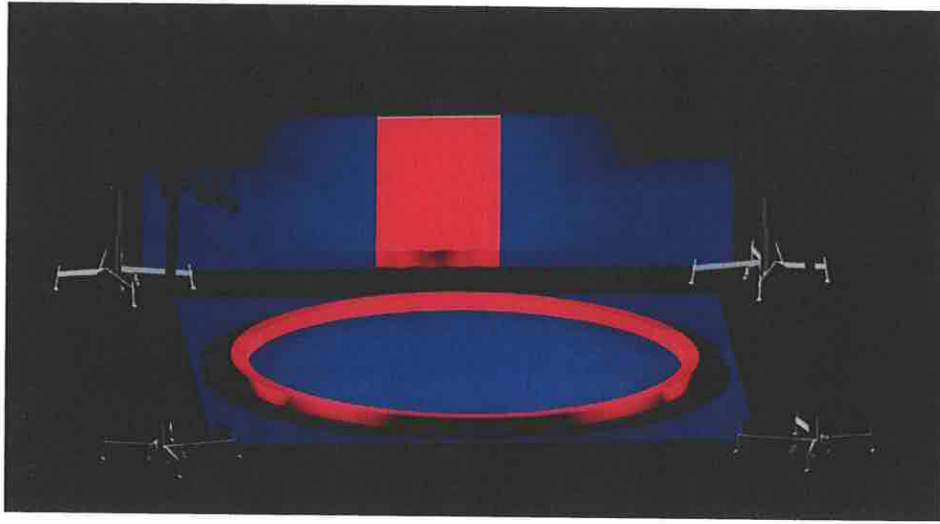
Venue Provides:

- Electric (household outlets)
- Restrooms
- Chairs/seating





Technical and artistic renderings:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3-30-22

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.

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PRODUCER Specialty Insurance, LTD. P.O. Box 16901 West Haven, CT 06516	CONTACT NAME: Thomas Plouffe PHONE (A/C, No, Ext): 203-931-7095 E-MAIL ADDRESS: Certificates@specialtyinsuranceltd.com	FAX (A/C, No): 203-931-0682
	INSURER(S) AFFORDING COVERAGE	
INSURED Dusty's All Star Circus 47 South Palm Ave- Suite 210 Sarasota ,FL 34236	INSURER A : James River Insurance Company	NAIC # 12203
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	00129022-0	3/25/22	3/25/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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 <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is added as an additional insured but only with respects to the operations of the named insured during the policy period.

Event dates: May 3, 2022

CERTIFICATE HOLDER**CANCELLATION**

City of Quincy
 122 N. Graves Street
 Quincy, FL 32351
 dfagg@myquincy.net

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

PERMIT TO USE RECREATION FACILITY/PARK

PARTICIPANT NAME: Dusty's Circus - Leigh Ketchum
ORGANIZATION NAME (IF APPLICABLE): Straw House Ticketing, Inc.
ADDRESS & ZIP CODE: 47 South Palm Ave. , Suite 210, Sarasota, Florida 34236 USA
HOME/OFFICE PHONE: 941-870-7444 - ofc; 941-374-7185 - cell
EMERGENCY CONTACT PERSON: Alexandra PHONE: 918-815-35836

It is agreed by my signature below that in the event of an accident where anyone becomes disabled, injures, or incurs a disease of a temporary or permanent nature while utilizing Quincy Parks and Recreation Department facilities and/or grounds, we will waive all claims or liabilities against the City of Quincy and the Parks and Recreation Department, management and Staff. By signing, I am also taking full responsibility for any accidents that may occur while using City property. I certify and take full responsibility for the above information being correct to the best of my knowledge. I understand that I am to only have the event which is permitted for. I understand that there will be no car shows, concerts, large youth or adult parties, etc. unless approved by the Recreation Director, City Manager, Commissioner, or Designee. I understand that the City of Quincy may reject, cancel or discontinue an event at any time if rules are not followed or if the City finds in its discretionary that people are subject to hurt, harm, inconvenience, or danger.

SIGNATURE: _____ on file DATE: March 15, 2022

NAME OF FACILITY: Joe Ferolito Recreation Center
COMPLETE DESCRIPTION OF EVENT: One-day circus production by Dusty's Circus

DATE(S) REQUESTING USE: Tuesday, May 3, 2022
TIME(S) REQUESTING USE: 12:00 noon - 10:30 pm; actual event: 7:00 pm - 9:00 pm

**CITY OF QUINCY
PARKS & RECREATION DEPARTMENT
JOSEPH L. FEROLITO JR. RECREATION CENTER
122 N. GRAVES STREET – QUINCY, FL 32351
PHONE: (850) 618.0042**

Should you experience any problem with the usage of the park or find the reasons are not unlocked, please call the Quincy Police Department at (850) 627-7111.

Date Deposited Paid: <u>March 28, 2022</u>
Receipt #: <u>#29186/#29195</u>
Check #: <u>1406/1408</u> MO #: _____
Date Deposit Returned: _____
Signature: <u>on file</u>

Date Rental Fee Paid: _____
Receipt #: _____
Check #: _____ MO #: _____

CHECK LIST

PLEASE INITIAL BELOW AS APPLICABLE

- LK NO ALCOHOL, SMOKING, DRUGS, PETS, OR PROFANITY is allowed on City property
- LK
___ Does your event exceed more than 100 people? ___ if the event exceeds 100 people you will have to be approved by the Rec Director, City Manager Commissioner designee.
- LK
___ Rentals must have an armed security officer present at each event for every 100 persons (100 individuals= 1 officer: 200 individuals = 2 officers: 300 people + 3 police officers, etc) Rec Center must be notified of Security Company or Officer (including phone numbers) within 72 hours of scheduled events. Some events may require Law Enforcement Officer.
- LK
___ Staff must work the entirety of the event this includes set up and break down. This fee is \$10 per hour and will be given directly to the staff with a minimum of \$50.
- LK
___ No tape, push pins or decorations are to be hung on the walls of facilities
- LK
___ No helium balloons at Rec Center due to heaters in the ceiling
- LK
___ Decorations can only be placed in the windows, on tables and doors, and suspended from the ceiling (Campbell Kelly Center only)
- LK
___ If using the facility two consecutive nights please turn the stove off every night
- LK
___ No activities allowed that will comprise the paint on the gym floors (dancing, moving furniture, use of tape, etc)
- LK
___ No water slides or games that require water to be used
- LK
___ No teen parties

CLEAN – UP

- LK All renters are responsibly for the cleaning of the building or park
- LK All trash is to be removed from the building and placed in outside trash receptacles
- LK All trash at parks must be placed in garbage cans.
- LK Clean and break down all tables and chairs and place them against the walls
- LK Sweep all floors including restrooms, entrance, hallway and kitchen

EXTRAS

___ Initial if you need the stove lit for usage ___ Initial if you need to store food in the refrigerator

By signing below, I Leigh Ketchum agree to abide by the above checklist for the use of all City Facilities and/or Parks. I also understand that my deposit may be withheld if I do not comply with the above clean-up and checklist which ensures that the center or park is properly cleaned at the end of my event.

Renters Signature: _____ on file Date: March 15, 2022

Recreation Staff (Office Administration): _____ on file Date: March 24, 2022

Recreation Staff Initials (reviewed with renter day of event use) _____ Date: _____

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

MEETING DATE: April 12, 2022

DATE OF REQUEST: April 6, 2022

TO: Honorable Mayor and Members of the City Commission

FROM: Dr. Beverly Nash, Interim City Manager
Ms. Marcia Carty, Finance Director

SUBJECT: Amendment 1 to Resolution Number 1412-2021 and Agreement - Pertaining to a Loan and Grant from the Florida Department of Environmental Protection for the Solar Array Project

Statement of Issue:

This is a request for the approval of Amendment 1 to Loan Agreement WW200114, which relates to a loan and grant from the Florida Department of Environmental Protection (“DEP”) under the State Revolving Fund. The City’s staff is recommending that the City Commission approve the Resolution and Agreement. Please see attached for the Resolution and Agreement.

Background:

On November 20, 2018, the City Commission approved Resolution 1383-2018 for a loan from DEP for the planning activities of the solar array project (the “Project”). On July 28, 2020, the City Commission approved Resolution 1408-2020 for a loan from DEP for the design activities of the **solar array project** (the “Project”). Pursuant to the Agreement, the City received grant funds in the amount of \$224,097 in fiscal year ended September 30, 2020. On May 25, 2021, the City Commission approved Resolution 1412-2021 for a loan to finance the construction of wastewater treatment facilities, namely, the **capital project named “1.5 Megawatt Solar Array”**.

Per the original loan agreement signed in May 2021, the project was scheduled for completion for February 15, 2022. The first semi-annual loan payment would be due on August 15, 2022. Due to circumstances beyond the control of vendor and delay in supplies being delivered because of the COVID-19 pandemic, Florida DEP has

approved an extension to complete the project by October 15, 2022, with the first semi-annual loan payment being due on April 15, 2023.

OPTIONS:

Option 1: Motion to approve the Amendment 1 to the Loan Agreement.

Option 2: Motion not to approve the Amendment 1 to the Loan Agreement.

Option 3: Provide direction to staff.

STAFF RECOMMENDATION:

Option 1

ATTACHMENTS:

1. Resolution 1412-2021
2. Florida Department of Environment Protection Proposed Amendment to the City of Quincy
3. Amendment 1 to the Loan Agreement WW200114
4. Award Letter to the City of Quincy on June 16, 2021 from Florida DEP
5. Excerpt of Original Agreement – pages (attached as Exhibit “A” to Resolution)

RESOLUTION 1412-2021

RESOLUTION 1412-2021

A RESOLUTION OF CITY OF QUINCY, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities and other capital projects; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the City of Quincy, Florida (the "City") previously applied for a loan to fund the solar project (the "Project") and approved such loan pursuant to Resolution No. 1383-2018 on November 20, 2018 (the "Original Resolution"), as supplemented by Resolution No. 1408-2020, and further supplemented by this Resolution; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. 200114 as eligible for available funding; and

WHEREAS, the City has received a prior loan from the Department of Environmental Protection under the State Revolving Fund ("SRF") for the purpose of planning; and

WHEREAS, the City intends to enter into a loan agreement with SRF (the "Loan Agreement") for the financing of the construction of the Project.

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

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City is authorized to and has applied for a loan to finance the construction of the Project.

SECTION III. The revenues pledged for the repayment of the loan are the Net Revenues of Water System, the Wastewater System and the Electric System (as defined in Resolution No. 1400-2020 adopted on January 28, 2020) after payment of debt service on the \$4,114,070.85 City of Quincy, Florida Utility Revenue Refunding Bond, Series 2020A, \$4,579,323.50 City of Quincy,

Florida Taxable Utility Revenue Refunding Bond, Series 2020B, \$2,045,253.54 City of Quincy, Florida Utility Revenue Refunding Bond, Series 2020C and any other parity obligations (the "Senior Obligations").

SECTION IV. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Loan Agreement, the form of which is attached hereto as Exhibit "A", is hereby approved. The Mayor is hereby authorized to execute and deliver the Loan Agreement, subject to such changes, insertions and omissions as may be approved by the Mayor, execution thereof shall be conclusive of such approval. Such Loan Agreement will become a binding obligation in accordance with its terms when signed by both parties. The Mayor and the City Manager are authorized to represent the City in carrying out the City's responsibilities under the Loan Agreement. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the Loan Agreement.

SECTION VI. The legal authority for borrowing moneys to construct the Project is Chapter 166, Part II, Florida Statutes.

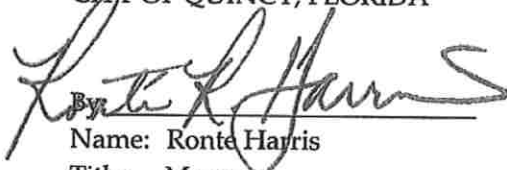
SECTION VII. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 25th day of May, 2021.

CITY OF QUINCY, FLORIDA


By: _____

Name: Ronte Harris

Title: Mayor

Attest:

By: 
Name: Janice Shackelford

Title: City Clerk

**FLORIDA DEPARTMENT OF ENVIRONMENT PROTECTION
PROPOSED AMENDMENT TO THE CITY OF QUINCY**

Marcia Carty

From: Douglas, Amber N <Amber.N.Douglas@FloridaDEP.gov>
Sent: Wednesday, March 30, 2022 4:08 PM
To: rgreen@FLsolarutilities.com
Cc: Beverly Nash; Marcia Carty; Meyers, Eric V
Subject: Quincy WW200114 A1 - Ext.
Attachments: WW_State_Federal Extension Amendment.pdf

Dear Mr. Green:

Attached is a copy of proposed Amendment 1 to the City's State Revolving Fund loan agreement. The amendment provides the City additional time to complete construction activities.

Please have the appropriate officials sign and seal one copy, making sure the seal is visible in the PDF (either with an inked seal or shaded embossed seal) and email it back to me within three weeks. We will sign the document and email a fully executed original to you.

If you have any questions about this amendment, please call me at (850)245-2915.

Sincerely,



Amber N. Douglas

Government Operations Consultant I
Florida Department of Environmental Protection
Division of Water Restoration Assistance
Amber.N.Douglas@floridadep.gov
850-245-2915 Direct • Ext. 52915



Marcia Carty

From: Meyers, Eric V <Eric.V.Meyers@FloridaDEP.gov>
Sent: Wednesday, March 16, 2022 2:38 PM
To: Chad Hofstadter; Robert Green; Marcia Carty
Cc: Rick Herndon
Subject: WW200114 - City of Quincy - Loan Agreement for Solar Array Farm

Marcia, Chad, and Robert,

I was looking at the loan agreement, and the project was supposed to have been completed and monthly loan deposits beginning on February 15. I am reaching out to see if you need a time extension to move these dates out. If so what completion and monthly loan deposit date would you like. The first payment date would be move 6 months later.

Thanks,



Eric Meyers, PE
Florida Department of Environmental Protection
Division of Water Restoration Assistance
Clean Water State Revolving Fund
Professional Engineer III
Eric.V.Meyers@FloridaDEP.gov
Office: 850-245-2969



AMENDMENT 1 TO THE LOAN AGREEMENT WW200114

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW200114
CITY OF QUINCY**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF QUINCY, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW200114; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on April 15, 2023, and semiannually thereafter on October 15 and April 15 of each year until all amounts due under the Agreement have been fully paid.

2. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for October 15, 2022.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than October 15, 2022.

(4) The first Semiannual Loan Payment in the amount of \$19,673 shall be due April 15, 2023.

3. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 1 to Loan Agreement WW200114 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF QUINCY

Interim City Manager (Dr. Beverly A. Nash, Ph.D.)

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

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

**AWARD LETTER TO THE CITY OF QUINCY – JUNE 16, 2021
FROM FLORIDA DEP**



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

June 16, 2021

Ms. Marcia Carty
Finance Director
City of Quincy
404 West Jefferson Street
Quincy, Florida 32351

Re: WW200114 – Quincy
1.5 MW Solar Array

Dear Ms. Carty:

We are pleased to provide State Revolving Fund financial assistance for construction of the City's Solar Array project. One original of the fully executed loan agreement is attached. To draw money under the agreement, please call Richard Scott at (850)245-2964 for assistance in completing a disbursement request.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Angela Knecht".

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ms

Attachment

cc: Jack McLean – City of Quincy
Robert Green – Florida Solar Utilities

**EXCERPT OF ORIGINAL AGREEMENT
(PAGES 22 TO 25)**

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$3,576,868. Of that, the estimated amount of Principal Forgiveness is \$2,861,494. The estimated principal amount of the Loan to be repaid is \$715,374,

which consists of \$715,374 to be disbursed to the Local Government and \$0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$71,537 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of \$3,576,868. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before July 1, 2021 the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$19,673 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on August 15, 2022 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$786,911, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	3,151,425
Contingencies	315,143
Technical Services After Bid Opening	110,300
SUBTOTAL (Disbursable Amount)	3,576,868
Less Principal Forgiveness	(2,861,494)
SUBTOTAL (Loan Amount)	715,374
Capitalized Interest	0
TOTAL (Loan Principal Amount)	715,374

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on November 18, 2020. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for February 15, 2022.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than February 15, 2022.

(4) The first Semiannual Loan Payment in the amount of \$19,673 shall be due August 15, 2022.

10.08. SPECIAL CONDITION.

The Local Government will need advance payment approval or submit invoices with proof of payment dated on or after the effective date specified in 10.07(1) for payment of allowable invoiced costs.

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

Date of Meeting: April 12, 2022

Date Submitted: April 4, 2022

To: Honorable Mayor and Members of the City Commission

From: Dr. Beverly Nash, Ph.D., Interim City Manager
Gary Roberts, Attorney, City of Quincy
Mayor Ronte Harris, City Commission

Subject: Appointment of Inspectors to Canvassing Board for Election to be held Tuesday, April 26, 2022.

Statement of Issue/Justification:

The Canvassing Board provides the oversight to ensure the integrity of the electoral process. The canvassing board is charged by law with a number of activities in the conduct of elections and ascertainment of results.

The city charter calls for the appointment of two commissioners to serve on the canvassing committee on election day.

City Charter, Sec. 10.04 - Inspectors.

“The city commission shall make all necessary arrangements for holding all city elections and shall declare the result thereof. Inspectors and clerks of elections shall be appointed by the city commission, except that if the commission shall fail to appoint them at least two days before the date of any election the mayor may appoint them.”

In addition, the regular city commission meeting to be held on 4th Tuesday, April 26, 2022 is election day and that regular commission meeting will need to be canceled.

Options:

Option 1: **Appointment and approval of inspectors (2) for the election to be held on Tuesday, April 26, 2022.**

Option 2. Deny the appointment and approval of inspectors for the election.

Option 3. Provide direction to staff from City Commission

Staff Recommendation:

Option 1

Attachment:

Florida Division of Elections: Canvassing Board Membership and Activities



Canvassing Board Membership and Activities

DE Reference Guide 0020 (Updated 09-2019) (supersedes all prior versions)

These guidelines are for reference only. They are not to be construed as legal advice or representation. For any particular set of facts or circumstances, refer to the applicable state, federal law, and case law, and/or consult a private attorney before drawing any legal conclusions or relying upon this information.

OVERVIEW

- Canvassing board.
 - The county canvassing board is composed of three members: the supervisor of elections; a county court judge who acts as the chair, and the chair of the board of county commissioners.
 - Aside from attendance at training workshops, a board member's duties will begin as early as the pre-election testing of voting equipment scheduled within the 10 days before early voting, intensify as canvassing of vote-by-mail ballots begin which may start as early as 15 days before an election and continue through election night reporting, post-election voting system audits, and certification of election results.
- Substitute.
 - The law requires substitutes to be appointed whenever a member is unable to serve or is disqualified from serving.
 - The substitute cannot be a candidate with opposition in the election being canvassed and cannot be an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. For what constitutes active participation in the campaign or candidacy of a candidate, see Division of Elections Advisory Opinion [DE 09-07](#).
 - The process for appointing a substitute is set out in section [102.141\(1\)](#), Fla. Stat.
- Alternate.
 - Each canvassing board must have two alternates designated. The long-term service on a canvassing board can place an undue burden on a volunteer member's other professional and personal obligations. Therefore, an alternate serves as a back-up in the event a member is unable to participate in a meeting of the board.
 - The alternates are to be appointed as close in time to when the canvassing board membership is designated.
 - If not otherwise serving as one of the three members of the canvassing board, the alternate can be present, observe and communicate with the other members of the board but cannot vote in the board's decisions or determinations. The process for appointing alternates to the canvassing board is set out in section [102.141\(1\)](#), Fla. Stat.
- Duties.
 - The canvassing board is charged by law with a number of activities in the conduct of elections and ascertainment of results.
 - This reference guide focuses specifically on the membership requirement for those activities.

REQUISITE MEMBERSHIP FOR CANVASSING BOARD ACTIVITIES

- Unless otherwise specified in statute or rule, the canvassing board may act when two members of the board are present, thereby constituting a majority, as long as the two members present are in agreement as to the action to be taken. If they are not in agreement, then a majority of the board has not approved the action. See also DE Advisory Opinion [05-08](#). The chart on the following page details requisite membership attendance based on category of activity.

Activity	Number of Canvassing Board Members Required to be Present	Underlying statute(s) and/or rule for activity
Public logic & accuracy testing	<ul style="list-style-type: none"> At least one member for test All members to certify the accuracy of test 	Section 101.5612(2) , Fla. Stat.
Canvassing of vote-by-mail ballots	<ul style="list-style-type: none"> Majority to approve and order the opening of the ballots At least one member to be present at all times during opening and running of the ballots through tabulation system 	Sections 101.68 , 101.6925 , and 102.141(2) & (8), Fla. Stat.
Determination to count or reject vote-by-mail ballots (e.g., signature mismatch)	<ul style="list-style-type: none"> Majority to determine whether to count or reject a ballot 	Sections 101.68 , 101.6925 , and 102.141(2) , Fla. Stat.
Duplication of ballot	<ul style="list-style-type: none"> Majority to be present to approve ballots to be duplicated At least one member to be present during duplication of ballots 	Sections 101.5614(5) , 101.68 , and 102.141(8) , Fla. Stat.
Canvassing of provisional ballots	<ul style="list-style-type: none"> Majority to determine whether to count or reject (which latter must be by preponderance of the evidence) 	Sections 101.048 , 101.049 , 101.6925 , and 102.141(2) , Fla. Stat.; Rule 1S-2.037 , Fla. Admin. Code
Finding that a signature on provisional ballot or vote-by-mail ballot voter certificate or cure affidavit does not match signature on record	<ul style="list-style-type: none"> Majority and beyond reasonable doubt 	Sections 101.048 and 101.68 , Fla. Stat.
Recount	<ul style="list-style-type: none"> Majority at all times during recount process All members for determination or decision to resolve a discrepancy during a recount 	Sections 102.141 and 102.166 , Fla. Stat.; Rules 1S-2.027 , and 1S-2.031 , Fla. Admin. Code
Certification of election results	<ul style="list-style-type: none"> Majority to certify results 	Section 102.151 , Fla. Stat.
Post-election certification audit of voting system	<ul style="list-style-type: none"> Majority at all times during audit process 	Section 101.591 , Fla. Stat.; Rule 1S-5.026(4)(e) , Fla. Admin. Code

City of Quincy, Florida

For Information ONLY

Beverly Nash

From: dsummerford@tds.net
Sent: Wednesday, April 6, 2022 2:11 PM
To: Nicholas Thomas; Trudei Porter; Ed Dixon; Georgette Daniels; Jeff Price; Laclarence Mays; Robert Presnell; Rhonda Woodward; Antonio Jefferson; Diane Formman; Kim McMillan; Linda Dilworth; Kathryn Lewis; Sherrie Ashline; Beverly Nash; Gloria Woodard; Greensboro Manager
Subject: 2021 Tax Distribution # 9

Hi everyone,

We will be making the 9th distribution of 2021 property taxes tomorrow, April 7th as follows:

BOCC \$ 650,778 (to be deposited)

School District \$ 477,672 (to be deposited)

Chattahoochee \$ 2,456

Greensboro \$ 4,285

Gretna \$ 10,214

Havana \$ 5,531

Midway \$ 34,358

Quincy \$ 55,861 (to be deposited)

Should you have any questions, please let me know.

Dale

W Dale Summerford
Tax Collector, Gadsden County FL
850-627-7255

www.gadsdentaxcollector.com



April 6, 2022

Dr. Nash

I Robin Ryals am planning to retire on May 24, 2022 at the end of the working Day. This will be 40 years and 1 day from 1982 when I started. I have enjoyed my long career with the City of Quincy and have learned many things. I have given Quincy Utilities the best years of my life and have served them with no regrets. I have been available to their beckoning call thru Hurricanes and storms since Hurricane Kate in 1985. So many Tropical Storms and Hurricanes since that time that I cannot remember their names (except Michael). I feel I have been a valuable asset to the City and citizens of Quincy. I would like to remain a valuable asset thru my knowledge and experience for years to come and would like to keep an open communication with my other home here.

Robin Ryals
Utilities Director

SCG Governmental Affairs

111 N. Calhoun Street
Suite 6
Tallahassee, FL 32301
850-513-0004
E-Mail Lane@scggov.com

Invoice

Bill To:

City of Quincy Attn: Beverly Nash
404 W. Jefferson St.
Quincy, FL 32351

Invoice #: 3421
Invoice Date: 4/1/2022
Due Date: 4/1/2022

Professional Consulting Services for Current Month per Agreement \$1,650.00

March Report Professional services that includes lobbying the Florida Legislature, the Governor’s Office and state agencies. The projects for the 2022 Regular Session related to water main and sewer line extensions west along Hwy. 90 to Woodberry Rd. SCG worked through the 2022 Legislative budget process but was unsuccessful in obtaining funds for the projects submitted. Given the success in 2021 (\$750,000+ for fire truck) and the volume of requests received by our two legislators, this was not unexpected. The team is working to determine if options for funding the projects are available via grants and is also researching viable grant options for other City needs. Plans are being made to meet with Dr. Nash in April to discuss potential projects within the City so that we can then determine the best path forward to obtain funding. Once that research is completed, a work shop with the Commission is proposed to prioritize staff recommendations.

NOTE: NEW ADDRESS

111 N. Calhoun Street, Suite 6 Tallahassee, FL 32301

Total	\$1,650.00
Payments/Credits	\$0.00
Balance Due	\$1,650.00