

City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

www.myquincy.net



Tuesday – April 9, 2019

6:00 PM

City Hall Commission Chambers

City Commission

Mayor Angela Sapp - District Two

Mayor Pro-Tem Keith Dowdell - District One

Commissioner Ronte Harris - District Three

Commissioner Andy Gay - District Four

Commissioner Daniel McMillan - District Five

"In the Heart of Florida's Future"

AGENDA FOR THE REGULAR MEETING
OF THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday~April 9, 2019
6:00 PM
City Hall Commission Chambers

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Special Presentations by Mayor or Commission

Approval of the Minutes of the Previous Meetings

1. Approval of Minutes of the 1/8/2019 Regular Meeting
 - Sylvia Hicks, City Clerk
2. Approval of Minutes of the 3/26/2019 Regular Meeting
 - Sylvia Hicks, City Clerk

Proclamations

3. Proclamation - National Public Safety Telecommunications Week
 - Mayor Angela Sapp, District II
 - Glenn Sapp, Police Chief

Public Hearings and Ordinances as Scheduled or Agendaed

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

Resolutions

Reports by Boards and Committees

Reports, Requests and Communications by the City Manager

4. Partnership with the Boys and Girls Club of the Big Bend For After-School and Summer Camp Programs
 - Jack L. McLean Jr., Interim City Manager
 - DeCody Fagg, Parks and Recreation Director

5. Quincy Summer Youth Employment Program (QSYEP)
 - Jack L. McLean Jr., Interim City Manager
 - Ann Sherman, Human Resources Director

6. Update on Fire Training Facility
 - Jack L. McLean Jr., Interim City Manager
 - Curtis Bridges, Fire Chief

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

Comments

- a) **City Manager**
- b) **City Clerk**
- c) **City Attorney**
- d) **Commission Members**

Comments from the Audience

Adjournment

*Items not in Agenda Packet

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

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
JANUARY 8, 2019
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, January 8, 2019 with Mayor Commissioner Angela G. Sapp presiding and the following were present:

Commissioner Daniel McMillan
Commissioner Ronte R. Harris
Commissioner Gerald A. Gay, III
Commissioner Keith A. Dowdell

Also Present:

Interim City Manager Jack L. McLean Jr.
City Attorney Scott Shirley
Acting Clerk Betty Powell
Building & Planning Director Bernard Piawah
Police Chief Glenn Sapp
Finance Director Ted Beason
Fire Chief Curtis Bridges
Public Works Director Reginald Bell
Utilities Director Robin Ryals
Human Resources Director Ann Sherman
Parks & Recreation Director DeCody Fagg
Administrative Assistant to the City Manager Vancheria Perkins
Sergeant at Arms Lt. Eugene Monroe

Call to Order

Mayor Sapp called the meeting to order, with invocation by Pastor Jeff Jackson of First Baptist Church followed by the Pledge of Allegiance.

Approval of Agenda

Mayor Sapp asked the Commission for approval of the Agenda. Commissioner McMillan made a motion to approve the agenda as printed and was properly seconded by Commissioner Harris. The motion carried and the agenda was approved.

Presentations

Approval of the Minutes of the previous meeting

Commissioner Gay made a motion to approve the minutes of the December 11, 2018 Regular meeting with corrections, if necessary and properly seconded by Commissioner Harris.

Commissioner McMillan stated page four; the Utilities surcharge and the motion carried five to zero.

Approval of the minutes of Special Meeting December 18, 2018

Commissioner Dowdell made a motion to approve the minutes of the Special Meeting of December 18, 2018 with necessary corrections and was properly seconded by Commissioner Gay and the motion carried five to zero.

Public Hearings and Ordinances as Scheduled or Agendaed

Ordinance No. 1102-2018 Storm Recovery Surcharge on Second Reading

Commissioner Harris made a motion to read Ordinance No. 1102-2018 by title only and properly seconded by Commissioner Gay. Upon roll call by the Clerk the vote: Commissioner McMillan, yes; Commissioner Harris, yes; Mayor Sapp, yes; Commissioner Gay, yes; and Commissioner Dowdell, yes; the ayes were unanimous and the motion carried.

This agendaed item is open to the Public for Public Hearing.

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA ENACTING A ELECTRIC UTILITY RATE SURCHARGE RELATING TO RECOVERY FROM HURRICANE MICHAEL; RECITING AUTHORITY; MAKING FINDINGS RELATED TO THE PURPOSE OF THIS ORDINANCE; AUTHORIZING THE ENACTMENT IF AN ELECTRIC UTILITY STORM RECOVERY SURCHARGE FOR THE PURPOSE OF PAYING FOR REPAIR, RESTORATION AND RELATED COSTS INCURRED FROM HURRICANE MICHAEL, INCLUDING (1) THE REPAYMENT OF ANY RELATED INTERIM OR OTHER FINANCING ARRANGEMENT, (2) THE UPGRADING OF THE ELECTRIC SYSTEM TO BE MORE HURRICANE RESISTANT, AND (3) ESTABLISHING A STRONG RESERVE FUND; PROVIDING FOR THE CARRYING OUT OF OTHER RELATED MATTERS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director, Ted Beason addressed the board stated that as previously stated from our last meeting, we had a lot of damage from Hurricane Michael; and to repair our electric system to restore power to our customers, we had to depend on the help of mutual aid from other municipalities and they did not come without a cost. With this enactment it would increase the residential customer charge by \$ 8.83 per kwh month and the Base rate and SEPA charge to be combined.

Mayor Sapp asked if the SEPA charge be kept separate from the base rate; combining the two would confuse customers.

Commissioner Dowdell wanted to know when the new rates would go into effect.

Mr. Beason stated, the new rates will go into effect in February.

City Attorney stated that it is the first billing cycle after the ordinance approval.

Mr. Beason stated that would be January 22, 2019 is when the Michael-Surcharge will go into effect.

Commissioner Dowdell wanted to know if we were ready to deal with a set number of days on billing statement and he wants to see a set number of days on the billing statements.

Interim City Manager Jack McLean Jr. stated that it is difficult to give a set number of days for a statement bill. The normal range from the past is twenty-eight to thirty-two days. Several factors go into this, weather, meter reading, staff or book reading.

Commissioner Dowdell stated he does not want to see the customer bear the cost of these excessive days and if the next Utility Bill will be the bill with less days and customers will see a break. He added that he doesn't want to see extra days on the bill after the surcharge pass.

Interim City Manager jack McLean stated that prior to Hurricane Michael, the bills were in a normal range and after Michael was when the normal days changed.

Mayor Sapp asked can we see the normal days as prior to Hurricane Michael.

Commissioner Dowdell stated, if there are more days on the bill, we must notify our customers.

Commissioner Dowdell wanted to know if we can do a summary sheet why we are doing this.

Mr. Beason stated, yes we can.

Mayor Sapp stated that we are our first source of information for our constituents and when something is printed that is not true, we should be able to tell our constituents the truth and that is why we were elected.

Interim City Manager Jack McLean stated that we would be using our Face Book Page to get information out; we will also put it on our website page. The Face Book Page was a very useful tool during the hurricane and we will continue to use it to get information out.

The Mayor stated that this public hearing on Ordinance No. 1102-2018 was open to the public and they may come to the podium.

Denise Pouncy Hannah, 719 14th Street. Ms. Hannah stated, Commissioner Dowdell, my sentiments, exactly. She did not understand the electric rate increase, storm recovery fee, with a sunset of four years, along with all the other fees.

Frieda Bass Prieto, 329 E. King Street. I've tried to figure my new bill with the new rate and going to Muni-code, with that rate, my bill would be totally different. I spoke with Mr.

Beason and he said it was a combination. The website had no information of the SEPA charge; Muni-code was not up to date. If people can't pay current rate, with this increase, what will the people do.

Interim City Manager Jack McLean Jr. stated, Ms. Bass is correct about the website not being up to date and Muni-code is not updated as well, there's no excuse. I've spoken with the Attorney to take whatever steps we need to correct this. There's no reason to be confused; but you may not agree. The SEPA charge is separate and was always meant to be separate on the account and not to be shown in the base rate. The first thing will be corrected by the Attorney and myself.

Mr. Beason stated for a residential customer, the flat rate cost per kilowatt hour would increase, from 9.241 cents to 10.120, a 9.5% increase. When considering the total electric charge which includes a base customer charge and fuel adjustment charge, the average residential customer with 1005 kwh of electric consumption would have an increase from \$ 111.53 to \$ 120.36; an \$ 8.83 increase, 7.92% increase. Yes, the Storm Recovery does have a sunset; 2019, 2020, 2021, 2022.

Mayor Sapp stated that one must know the total kwh consumption and multiply that by the new rate, plus a customer charge will give us a total electric charge.

Mayor Sapp asked, the board are there any questions.

Mayor Sapp stated that the public hearing was closed and turned this matter over to the Commission.

Commission Dowdell made a motion to approve Ordinance No. 1102-2018 Hurricane Michael Electric Storm Surcharge on the second reading and properly seconded by Commissioner Gay and the motion carries four to one.

Resolution 1383-2019 Line of Credit Authorization for Hurricane Michael Mutual Aid

Finance Director Ted Beason stated that the Capital City Bank has agreed to lend the City \$ 3 million, as a line of credit and would allow us to take \$ 750,000 up front.

Commissioner Gay stated \$ 3.1 million to pay back mutual aid and repair system and \$1.1 to harden system, totaling \$ 4.2 million, minus \$ 3 million line of credit and the surcharge projection will generate \$ 1,024,000, per year for four years. Commissioner Gay asked, where is that money going? It is the duty of this Commission to oversee these funds and how will the line of credit be paid back?

Mr. Beason stated it will have a separate line item and the line of credit will be paid back by the Michael surcharge fee.

Commissioner Gay asked? How's this Commission going to monitor and over-see these funds through Finance Reports.

Mr. Beason stated that he will provide a separate monthly spread sheet report.

Commissioner Gay stated, going back and to be fully transparent that we as a Commission provide proper over-site in reports and audits.

Commissioner Gay stated that we have a debt of \$ 4 million and plan to pay it back; but we can't afford to buy things we don't need. That is why, we as the Commission must provide proper over-site of these funds and make sure what they are telling us will happen.

Mayor Sapp stated that like Commissioner Gay it is incumbent of us, this Commission to provide over-site and know where this money is being spent.

Mayor Sapp stated, there's a resolution on the floor; Commissioners?

Commissioner Harris made a motion to approve Resolution 1383-2019 Line of Credit Authorization and was properly seconded by Commissioner Dowdell.

City Attorney Scott Shirley stated that this authorizes approval of the Line of Credit and there are documents for all commissioners to sign.

Mayor Sapp asked for the vote and the motion carried five to zero.

Commissioner Dowdell asked Mr. Beason, you say at closing, we are required to draw down \$ 750,000 and that will be used for what?

Mr. Beason stated to pay Jacksonville Electric Authority.

Ratification of Two Expenditures

Traffic Control Assembly for Adams/Jefferson and Pole Replacement for Adams and King Streets.

There was a sense of urgency to provide the safety of our Citizens. The first invoice: Mas Tec for \$15,000 to replace a utility pole at King and Adams and the second invoice from Ingram Signalization for \$ 23,000 to replace the traffic controller cabinet at Jefferson and Adams.

Commissioner Gay made a motion to approve Option 1: To ratify the two expenditures to replace the utility pole at King and Adams and replace the traffic controller at Jefferson and Adams and was properly seconded by Commissioner Harris.

Commissioner McMillan, are we searching the budget to see where this money is coming from?

Mr. Beason stated that it will come from the budget.

Mayor Sapp asked for the vote, the motion carried five to zero.

November Fire Report - Curtis Bridges, Fire Chief

Chief Bridges stated that the fire on Virginia Street, Faith Tabernacle, was totally destroyed. When they got the call, they responded immediately. When they arrived, the building was engulfed in flames. We were assisted by all other Fire Departments in the area.

Chief Bridges stated that this time of year, there are more fires than usual; but he wants everyone to know that if a homeowner needs a fire alarm installed, if they called the department, we will come out and install and if you have one installed, we will come out and service it.

Commissioner McMillan stated that we needed to make the public aware; And the Mayor stated that we can inform the public thru WQTN; City of Quincy Web-site and Facebook page. Thank you Chief for the great work that you all are doing.

Interim City Manager Jack McLean Jr stated that there have been an unusual number of fires in the City and as the Mayor stated, we will follow up with a more aggressive plan of prevention.

November Traffic Report - Glenn Sapp, Police Chief

Commissioner McMillan stated that he wanted to thank the Chief for the attention that has been given to King Street; it has cut the speeding down tremendously.

Commissioner Gay stated, that like Commissioner McMillan I to can see the difference in the speed of traffic on King Street; some have not gotten the message yet; but keep up the good work.

Mayor Sapp asked the Chief to give us an update in District 1 and District 2, as well as other communities trying to keep us safe.

Chief Sapp thank Commissioner McMillan and Commissioner Gay and stated that he would pass that along to his fellow officers.

In the past couple of months, in Tallahassee and South Georgia there has been a rise Criminal activity. We want to advise our community, if you see something, say something or if you find some young person with a firearm, please call the Police Department. We are strong advocates of education to keep our community safe, we will talk to one child or one school, school district, single parent or anyone. The Chief stated that he extends that invitation and that he will do that himself. Chief Sapp further stated that Drugs destroy lives and take lives. Call the Office, leave a message, you don't have to leave a name, you can be anonymous.

Chief Sapp stated that the former Governor acknowledged that Florida has had a 47% reduction in criminal activities, than in previous years.

Mayor Sapp asked about Second Street incident.

Chief Sapp stated that they investigated, and found that someone had fired some shots, but they could not be found.

November Financial Statements

P-Card Statements – Comments – None

Comments on any Financial Statements

Commissioner McMillan-what is the reason for the large arrearage report.

Finance Director, Ted Beason stated that since the storm, we allowed customers to defer bills; we will start back up this month with collecting arrearages.

Commissioner McMillan stated he had some concerns about our debts.

Mr. Beason stated that all our debts are paid on time.

Commissioner Harris wanted to know how that would work with the two month deferred bill. Will a customer be turned off if no payment is made?

Mr. Beason stated, customers who make no contact or arrange payment that will apply.

Commissioner Harris stated we may have set some customers up for failure, with both bills compounded. Can we reach out to those customers, to see if they have the ability to pay; because we put them in that situation.

Mayor Sapp asked, do we have a percentage of customers who asked for an opt out?

Mr. Beason stated, it's a small number.

Interim City Manager Mr. McLean, asked for a more detailed report of those customer and get it out tomorrow to the Commissioners.

Commissioner McMillan, how are we coming along with reconciliation?

Mr. Beason stated that we stopped cutting people off, in consideration of Hurricane Michael.

Charter Compliance – Commissioner Dowdell

Commissioner Dowdell ask the Attorney to brief us on one issue. City Attorney stated that Commissioner Dowdell asked him to brief us on Section 2.04 of the charter that City Commissioners are allowed to deal with City employees. It is required that you go

through the Manager in order to avoid interference, which is punishable as misdemeanor.

Commissioner Dowdell stated that we need to be very careful about some things we do.

Commissioner Dowdell asked Mr. McLean, may I question the Chief?

Yes, stated Mr. McLean.

Commissioner Dowdell asked Chief Sapp, did you receive a complaint from one of your Police Officers, with regard to a fire about a vehicle.

Chief Sapp, yes I did.

Commissioner Dowdell can you explain to us.

Interim City Manager McLean stated that the Chief forwarded to him the complaint. That during the fire, a directive order was given to move a vehicle and the Officer was responding to moving the vehicle; but that the Commissioner on site moved the vehicle. I forwarded to memo to the City Attorney and to interface with the Commissioner.

Commissioner Dowdell asked City Attorney did he investigate that.

Attorney Shirley stated, it's not fair to say I did; I should not be investigating Commissioners. I did at the request of the Manager made contact with the Commissioner and he called me back with a written explanation and I did pass on to the Manager.

Commissioner Dowdell stated that Mr. Attorney when you forward it to the City Manager; there's nothing that the Manager can do. It needs to come to the Commissioners. City Attorney can't do anything to a Commissioner; it has to come from the board, itself.

Mayor Sapp stated that moving forward in this New Year, she wants the Commissioners to resume working together with each other so that we can move the City forward. In all five districts, we represent the City as a whole. Let's start thinking about Quincy as a whole and make the best decision and not just in our districts. She stated we had a City Manager that took a back seat to a lot of things sometime he wouldn't call her back so she took it upon herself to call the department heads directly for what she needed.

Mayor Sapp also stated if the Officer had evidence in the car while at the fire and didn't have time to go to the office and the Commissioner moved the car the evidence would not have been any good.

Mayor Sapp thanked Commissioner Dowdell and Attorney Shirley for clarification of that ordinance.

Comments

Interim City Manager – The Commission adopted two legislative positions. To actually provide funding for our local, Lane Stephens & Gunster Yoakley; we may have to come up with another thousand dollars and putting you on notice, if that be the case, I'll take care of that. The Governor has set a meeting on the 17th of this month to talk about our budget items and we are preparing for that meeting and getting documentation in place. Mr. Stephens did reach out to the west of us, and they will join us in our legislative effort; to look at the windfall sales tax from Hurricane Michael. Other agencies and counties are joining in for support. The County Superintendent is also joining us in our legislative efforts, in securing the lobbyist Gunster Yoakley to help us with this. All our efforts have been positive.

The Manager stated that cut off will resume January 22nd from October due to the storm.

Mayor, when do we expect our City Clerk to return back to work?

City Attorney Shirley stated, I understand she's going to the doctor on Friday and the doctor will let her know when she can return to work.

Interim City Manager Jack McLean stated that the Clerk is an employee, just as the Manager that Reports to the Commission; but the Code issue has a lack of clarity.

Commissioner Dowdell asked, how often are the Ordinances are to be codified.

Interim City Manager McLean stated, normally every thirty to forty-five days. When we pass a bill or a number of things during the year, it should be sent to Municode to be codified.

Commissioner Dowdell asked, how do we check if we are up to date.

Interim City Manager McLean, stated that we have had this issue before as to who reports to whom.

Commissioner Dowdell stated, how far are we behind?

Interim City Manager McLean stated, years. I know that I provided funding before when I was here to catch up.

City Attorney Shirley stated that as soon as Ms. Hicks get back into the office, I'm going to make it happen; to pay the cost and get it caught up.

Commissioner Harris asked, whose responsibility is it to make this happen, for the ordinances to be Codified.

The Mayor stated, the Clerk.

Commissioner Harris asked, how many years are we behind?

City Attorney Shirley stated, five years.

Commissioner Harris, how long will it take to catch up?

City Attorney Shirley stated, it will take 30-45 days, once we get the information, Ordinance dates, it could be clarified and the Clerk go back through the minutes to do that and there's a \$ 5,000.00 charge, once paid they will go ahead and do the work, codified.

Mayor Sapp asked is there money in the Clerk's budget to be codified.

City Attorney stated that there is not enough money in the Clerks budget; But I'm prepared to pay for the codification out of the City Attorney's budget.

Commissioner Harris asked, isn't it the Clerk's responsibility to ask for money for her budget?

Mayor Sapp stated, should be.

Commissioner Harris asked who holds the Clerk contract and where can I get it.

City Manager McLean stated, she's appointed, Commissioner.

Commissioner Harris asked how we can straighten this out. Is she a full time employee?

Mayor Sapp said, supposed to be. Attorney Shirley, do you have a deadline for us?

City Attorney Shirley stated, I don't know when she's going to be back, that's the problem.

Mayor Sapp, Commissioners how do you want to handle this?

City Attorney Shirley stated I want to give her ninety days.

Commissioner Harris made a motion to give Clerk ninety days to update Municode Ordinances and was properly seconded by Commissioner Dowdell.

Commissioner McMillian asked, are we getting into HR for an employee who may not be healthy enough to come back to work? The ninety days sounds fine to me.

City Attorney stated, if Ms. Hicks is not back in a couple of weeks, I'm just going to figure out how to get it done.

Mayor Sapp asked City Attorney did he need help or someone in the office to help with that.

Interim City Manager McLean stated you have the Interim Clerk.

City Attorney Scott Shirley stated that I will get with Ms. Powell, she's very knowledgeable and we can get it done.

Commissioner Harris stated that at the end of ninety days we can revisit this process.

Mayor Sapp asked for a vote on the motion, and the motion carried five to zero.

City Attorney Comments

Just want to let you know that we did close on the Big Bend Habitat for Humanity lot donation. Those lots need to be recorded as they have been transferred.

City Attorney also stated he is with Lowell Waters on the the voluntary relinquishment by Commissioners with benefits working on that possible be added to the plan and may have tax consequences.

Attorney Shirley stated that a Workshop for Alcohol Separation and Mobile Food Vending need to be scheduled. The Commission voted to schedule the Workshop for Tuesday, January 22, 2019 at 5:00pm

City Clerk – None

Commission members

Commissioner Gay reported that the banners Downtown have some damage from the storm. Main Street Director Alex Sink stated that Main Street will replace the banners once he has a count. Mayor Sapp asked Mr. Piawah did he include the banners on the storm damage report. He replied no. Commissioner Gay also stated that some of the poles were bent as well. Mr. Sink stated they will get everything replaced including the poles.

Commissioner Gay reported that Highland Avenue and 8th and King Street are very dark and need a Street light.

Commissioner Gay reported that former Commissioner Edwards' son planted Crape Myrtles in the Hillcrest Cemetery as an Eagle Scout Project; Public Works cut them back too much and constituents are upset. Commissioner Gay stated that they do a good on US 90 cutting back the Crape Myrtles.

Commissioner Harris asked that the Interim City Manager and CRA Manager get together to fund the Non-Profit Organizations.

Commissioner Harris commended the individual that decorated City Hall for Christmas, Kudos goes out to everyone involved.

Commissioner Harris reported that there are dark spots throughout the City. He asked if all lights are going to be replaced with LED lights.

Commissioner Harris reported that there is a pole up but no light on North Madison Street.

Commissioner McMillan stated that there has been an increased number of fires in the City. He asked what is being done to educate citizens about fires and smoke detectors.

Mayor Sapp stated that staff need to put educational information on the City's Website, Facebook and WQTN about smoke detectors and fire prevention.

Commissioner Harris stated that staff need to reach out to those customers that opted to take the deferment due to the storm and see when and if they can pay.

Commissioner McMillan asked Fire Chief Bridges to give the contact person at Faith Heritage Church his phone number because no one is at the parsonage.

Commissioner McMillan thanked the Manager for taking care of the issue at the dead end of King Street.

Commissioner McMillan stated that the Recreation Department is doing a great job, Corry Field looks immaculate.

Commissioner McMillan reported that the Welcome Sign on the West side of town is on the ground.

Commissioner McMillan reported that the Net Quincy/Customer Service sign is down or needs to be covered.

Commissioner McMillan stated that Bellamy Drive has street wires that need to be picked up.

Commissioner McMillan reported that the low hinging cable line are still an issue.

Commissioner McMillan reported that the traffic light at Madison and King Street is still an issue.

Commissioner McMillan stated that staff needs to talk about what else is available for broadcasting the Commission Meetings he stated that you can't hear the meetings. He suggested uploading to YouTube.

Commissioner Dowdell asked what the City is doing for Martin Luther King Day.

Commissioner Dowdell reported that Gadsden County High School cancelled their Homecoming Parade due to storm. It has been rescheduled for February 8, 2019. Roads will need to be closed.

Commissioner Dowdell reported that a lady in Gretna was flooded out. He asked Interim City Manager McLean to get with Gretna City Manager to help out.

Citizens to be Heard

Freida Bass-Preito of 329 East King Street came before the Commission with the following concerns: Public hearing on rate increase, financial report – charge for the Commissioner health insurance, traffic on East King, HR salary and fire reports. Mr. Beason stated that Ms. Sherman is being paid from the Customer Service line item, and the Commissioners health insurance is being paid from non-departmental line item.

Sheryl Hinson of 716 North 9th Street concerns was with the Wayside Park on US 90 with the City spending funds on cleaning the park the funds could be used to clean our right of ways. Interim City Manager Jack McLane stated his intent is not to spend City funds on the park he had submitted a grant for funding.

Commissioner McMillan reported that there are stumps in the right of ways where there were once trees. Mr. Bell stated we will take care of that it is a long process. Mayor Sapp stated it is City wide and it will take a long time. Mr. Bell commented that there were 140 crepe myrtles in the cemetery.

Interim City Manager McLean stated it is probably going to take approximately two years financially to fully recover from Hurricane Michael.

Mayor Sapp asked for a schedule on replacing lights.

Mayor Sapp asked for a schedule on removing stumps/roots.

Mayor Sapp reported that Key Street and 7th Street need cleaning.

Mayor Sapp reported that the retaining wall on Key and Crawford is down.

Mayor Sapp reported that there is a burned down house on Key Street.

Mayor Sapp reported that there is trash on 7th and Key Street and 2nd and Key Street; she stated that Key Street seems to have been forgotten.

Mayor Sapp asked how long D & J enterprise will be here cleaning up. Interim City Manager McLean replied February or March.

Commissioner Dowdell stated need to deregulate alcohol and follow the Florida Statute. Commissioner Harris stated he tends to agree with Commissioner Dowdell they people would just need to come in and get their permits when they gotten everything from the health department and the state.

The Commission agreed to have a workshop on January 22, 2019 at 5:00 to discuss Food Vendors.

Mayor Sapp stated that the City received nine pallets of food and thanked Chief Bridges for receiving the food and storing it. She stated she would coordinate with staff for the distribution.

Commissioner Harris made a motion to adjourn and was properly seconded by Commissioner Dowdell. There being no further business, the meeting was adjourned.

APPROVED:

Angela G. Sapp, Mayor and Presiding
Officer of the City Commission and of
City of Quincy, Florida

ATTEST:

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

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
MARCH 26, 2019
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday, March 26, 2019, with Mayor Commissioner Sapp presiding and the following present:

Commissioner Daniel McMillan
Commissioner Ronte Harris
Commissioner Gerald A. Gay, III (absent)
Commissioner Keith A. Dowdell

Also Present:

Interim City Manager Jack L. McLean Jr.
City Clerk Sylvia Hicks
Interim City Attorney Gary Roberts
Police Chief Glenn Sapp
Planning Director Bernard Piawah
Public Works Director Reginald Bell
Fire Chief Curtis Bridges
Utilities Director Robin Ryals
Grants Writer Beverly Nash
Executive Assistant to the City Manager Vancheria Perkins
Executive Director of Main Street Alex Sink
Police Sergeant Harold Barber
Police Officer Carlos Hill
Sergeant at Arms Lieutenant Eugene Monroe

Also Present:

Call to Order:

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

Commissioner Dowdell made a motion to excuse Commissioner Gay. Commissioner Harris seconded the motion. The motion carried four to zero.

Approval of the Agenda

Commissioner Harris made a motion to approve the amended agenda. Commissioner seconded the motion. Added under special presentations: a letter of congratulation from Quincy Main Street as a nationally accredited Main Street. The ayes were unanimous. The motion carried four to zero.

Special Presentations by the Mayor or Commission

Mayor Sapp read a letter from the Department of State Division of Historical Resources congratulating the designation of the Quincy Main Street as a nationally accredited Main Street.

Approval of the Minutes of the Previous Meetings

Approval of Minutes of the March, 12 2019 Regular Meeting

Commissioner Dowdell made a motion to approve the minutes of the March 12, 2019 meeting. Commissioner Harris seconded the motion. Mayor Sapp asked that the request be stated for the renaming of the Hillside Park. The motion carried four to zero.

Approval of Minutes of the March 18, 2019 Special Meeting

Commissioner Dowdell made a motion to approve the March 18 2019 special meeting with correction if necessary. Commissioner Harris seconded the motion. The motion carried four to zero.

Proclamations

Public Hearing and Ordinance as Scheduled or Agendaed

Resolutions

Resolution No. 1386-2019 Supporting House Bill 0191

Commissioner McMillan made a motion to approve Resolution No. 1386-2019 in support of House Bill 0191. Commissioner Dowdell seconded the motion. The motion carried four to zero.

Reports by Boards and Committees

Reports Request and Communications by the City Manager

Ratification of Police Union Contract

Commissioner Dowdell made a motion to approve the ratification of the Police Union Contract with an addendum under Article 28 Retirement adding item, c) does not pertain to Health Insurance. Commissioner McMillan seconded the motion. The motion carried four to zero.

Police Report

- February Traffic

Mayor Sapp asked the Chief to have his Officers to patrol District II more frequently.

Fire Reports – No comments

- February Monthly Activity

- February District Calls – Mayor Sapp thanked the Firefighter for all they do.

February Financial Report – No Comments

- P-Card Statement
- Allocations
- Arrearage Report
- Cash Requirements
- Financial Report

Interim City Manager Jack McLean reported to the Commission that Jeff Williams will be serving as Interim Finance Director assisting Ms. Amanda Matthews who is the Assistant Finance Director with added duties but she is the Accountant. Mr. McLean reported that Commissioner McMillian had raised a question in reference to the arrearage being over hundred thousand dollars and is now at a normal range

Other Items Requested to be Agendaed by Commission Members, the City Manager and Other City Officials.

City Manager

Interim City Manager asked Chris Moran to give a brief update of the audit.

Chris Moran of Moran and Smith came before the Commission and reported that he had received all the materials he needed for the audit and we are on track.

Lane Stephens City Lobbyist came before the Commission and gave a brief report on legislative update. He reported that the Legislators are moving on the appropriations in both the House and Senate. One of our projects that was submitted for \$90,000 will be funded in the amount of \$75,000. He reported that there is another pot of money for rural communities, and possible \$9 million for individuals that did not have insurance and \$74 million for SHIP programs. Mayor Sapp thanked Mr. Stephens for his report.

Interim City Manager Jack McLean reported that Gadsden County Day at the Capital was a success, the attendance and speakers was great. He stated that he met with Legislators and was received very well. Mr. McLean stated that he had spoken with Senator Munford and they discussed our project.

City Clerk – None

City Attorney

Interim City Attorney Gary Roberts

Interim City Attorney reported to the Commission that the proposed ordinance would amend Section 2-61 to provide that the Mayor and Commissioners may each individually elect to reduce or eliminate their compensation for the next budget year. Mr. McLean stated that the item has not been advertised. Mr. McLean asked Mr. Roberts to discuss the other change

in the proposed ordinance. Mr. McLean went on to explain that in Section 3 under Retirement Saving Plan the to include Commissioners to participate in the retirement with the 12% contribution program. Commissioner McMillan asked who drafted the ordinance was it the previous Attorney. Mr. McLean replied yes with the exception of section three he drafted the language. Commissioner McMillan stated and commends the Commission for following through with the correct procedure. Commissioner McMillan asked who is liable for the monies that has been put in the retirement system it was outside of our ordinance. Mr. McLean stated that the Commission was in the same condition as with the respect to salary he said the Commission does not pass the ordinance the Commission would have to give back the benefits. Commissioner McMillan asked if the prior Attorney was liable for giving false information. Mr. McLean stated that the previous Attorney does have adequate coverage, he stated Mr. Shirley looked at it and his previous opinion he did overlook the provision that was in the ordinance. Mr. McLean stated he asked the Clerk to research the item and the Clerk found where the Commission had voted and passed an ordinance excluding themselves from retirement benefits. Commissioner McMillan stated when they receive information from staff as well as the Manager the information should be correct

Commission Members

Commissioner Dowdell – None

Commissioner Harris concerns were as follows:

- Low hinging line on South Adams Street
- Pot holes on Betlinet
- Semi-truck speeding on South Adams Street
- North Madison Street light needs replacing
- Continued logging off 9th requested an alternate route for the trucks

Denise Hannah of 714 South 9th Street stated that the trucks are tearing up the road, debris is everywhere and is worried about children playing at the park.

Commissioner McMillan – Thanked Mr. Bell and Public Works for taking care of the washing-out on Magnolia Drive.

Comments from the Audience

Kerry Edgil of 706 North 11th Street came before the Commission regarding an incident that occurred at the March 13, 2019 Quasi-judicial hearing (Special Meeting). Mr. Edgil stated he didn't know what happened but after the meeting Commissioner Harris seemed to be upset and was asking someone a question. Commissioner Harris stated that a woman pointed her finger at him and stated he was next. He stated he went down to the ramp and asked if that was a threat, he repeated that three times. Mayor Sapp asked if they could get together after the meeting.

Mayor Sapp

- Mayor Sapp thanked the Clerk for the note-books requested tabs
- Congratulated Mr. Sink again for the National Main Street designation
- Asked the Manager to poll the Commission for a date for the Midyear budget workshop for current and upcoming
- Community Meeting April 11, 2019 at the Campbell-Kelly Center at 6:00 and asked Chief Sapp, Dr. Piawah, Mr. Bell and the Manager to mark their calendars for the event
- Reported a down tree on 1st Street Gadsden County is under a state of alert for burning
- Requested street light be installed near the Henderson's on 7th Street
- Safety tree trimming issue at the corner of 1st and 10th Street
- Reported the new light does emit very good light
- Told Ms. Hannah she does share her concern with the logging trucks

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

APPROVED:

Angela G. Sapp Mayor and Presiding
Officer of the City Commission and
City of Quincy, Florida

ATTEST:

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

PROCLAMATION

National Public Safety Telecommunications Week April 14-20, 2019

WHEREAS, Hardworking dispatchers and public safety telecommunicators serve as a vital link between the community and life saving services of first responders and

WHEREAS, 9-1-1 is nationally recognized as the number to call in an emergency to receive immediate help from police, fire, emergency medical services, or other appropriate emergency response entities; and

WHEREAS, 9-1-1 was designated by Congress as the national emergency call number under the Wireless Communications and Public Safety Act of 1999; and the ENHANCED 911 Act of 2004 established enhanced 9-1-1 as a high national priority as part of our Nation's homeland security and

WHEREAS, a growing segment of the population, including the deaf, hard of hearing, deaf-blind, and individuals with speech disabilities increasingly communicate with nontraditional text, video and instant messaging communications services and anticipate that these services will be able to connect directly to 9-1-1; and

WHEREAS, thousands of 9-1-1 calls are made every year by children properly trained on the appropriate use of 9-1-1, resulting in lives saved which underscores the critical importance of training children early in life about 9-1-1; and

NOW, therefore, I, Angela G. Sapp Mayor do hereby proclaim the second full week of April 2019 as National Public Safety Telecommunications Week. I call upon all government officials, parents, teachers, school administrators, caregivers, businesses leaders, non-profit organizations, and the people of the City of Quincy to observe this week with training, events, and activities to educate the public on the valuable services provided by our local telecommunications professionals.

Dated this 9th day of April 2019

Angela G. Sapp, Mayor and Presiding Officer
City Commission and City of Quincy, Florida

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



**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: April 9, 2019

DATE OF REQUEST: April 4, 2019

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., Interim City Manager
DeCody Fagg, Parks and Recreation Director

SUBJECT: After School and Summer Camp Programs

Statement of Issue:

Quincy Parks and Recreation Department Management and Staff would like to partner with the Boys and Girls Club of the Big Bend for an After-School Program and a Summer Camp Program.

Background:

The Boys and Girls Club of the Big Bend has been serving the youth of Quincy for nearly 5 years. Over the period of time, the organization has been housed at Carter Parramore Academy and Crossroad Academy (currently location). In efforts to service more youth in areas that need them the most, Boys and Girls Club would like to establish a long term partnership with the City of Quincy Parks and Recreation Department.

Analysis:

Benefits that this partnership with the Boys and Girls Club of the Big Bend (BGCBB) can provide to the youth in our area.

1. Offer a nationally recognized After-school and Summer Camp Program.

2. Provide safe and positive places for the youth of Quincy and promote academic success, good character and citizenship, and healthy lifestyles.
3. Afterschool program is free and summer camp is only \$40.00/week. Summer camp will be available Monday-Friday 7:30am – 5:30pm. Breakfast and lunch will be provided.
4. Decrease negative interactions with Law enforcement, decrease teen pregnancy and decrease youth involvement with drugs and alcohol.
5. Increase opportunities for scholarships and network building.
6. Increase opportunities for fun exciting field trips (College and Professional Games, State Parks, Amusement Parks, etc.)
7. Youth involved in BGCBB have a high school graduation rate of 85%.
8. Additional job opportunities provided to citizens through BGCBB. All BGCBB Staff salaries and benefits will be covered by BGCBB.
9. BGCBB is committed to the youth in the City of Quincy.

Recommendation:

- Option 1: Approve the After-School and Summer Camp Programs.
Option 2: Do not approve the After-School and Summer Camp Programs.

Staff Recommendation:

- Option 1:

City of Quincy
City Commission
Agenda Request

Date of Meeting: April 9, 2019
Date Submitted: April 4, 2019
To: Honorable Mayor and Members of the City Commission
From: Jack L. McLean Jr., Interim City Manager
Ann Sherman, Director Human Resources/Risk Mgmt.
Subject: Summer Youth Employment Program

The City of Quincy Summer Youth Employment Program will begin on Monday, June 10, 2019 and end on July 19, 2019.

Twenty (20) students will be given the opportunity to work 20 hours each week at \$8.25 per hour (approved in the 2019 budget for \$19,800). The students will work six weeks (QSYEP) and will be assigned to different City Departments.

April 12th through May 6th

Distribution of applications to students by City Commissioners

April 22nd through April 29th

Meeting with Department Directors --tentatively scheduled to establish and outline work-skill tasks (job description) for the student(s) that will work in their department.

April 9th through April 19th

Reaching-out and working with community partners to solidify workshops.

May 1st through May 4th

Deadline to Submit Applications

Application Process:

- Application review / Signature on Parent Consent forms
- Review of academic achievements; community activity and other interests.
- Selection of Students being hired
- Human Resource Rep. and members of the SYEP Committee schedule interview dates of candidate.
- Match student to specific functional need.

May 7th through May 18th

Department Directors/City Administrators will interview the student and determine which student education and experience best fit that departmental need. All students who are selected by the Commissioners will be placed in a job assignment for six-weeks.

May 21th through May 25th

Notify students that are selected via offer letters.

June 11th through June 15th

Employee Orientation / 1st Workshop / Department Work

June 18th through July 19th

2nd - 6th Workshops /Department Work /End of Summer Program

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: April 9, 2019

DATE OF REQUEST: April 4, 2019

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., Interim City Manager
Curtis Bridges, Fire Chief

SUBJECT: Update on Fire Training Facility

Statement of Issue:

This is an update on the current status of the fire training facility the City of Quincy and Gadsden County agreed to fund during the 2018/19 budget year. A fire training facility is greatly needed and will provide a means for firefighters to improve their skills and proficiency.

Background:

The City of Quincy and Gadsden County renewed their Interlocal Fire and Rescue Service Agreement last September for three (3) more years. The new agreement expires on September 30, 2021. Item number twenty-six (26) of the new agreement states the following:

The parties agree to share equally in the cost of design and construction of a new firefighting training facility consisting of a tower and a burn house, with a not to exceed total cost of \$150,000. The training facility is expected to be constructed during the 2018-2019 fiscal year.

Update:

After much research, a fire training building that meets our training requirements and our budget has been selected. The two-story structure will be a combination tower and burn building. The building will be built on a lot adjacent to Fire Station

2, on land owned by the City of Quincy. Plans are still being finalized. No contracts have been signed as of this date.

Options:

None Required.

Attachments:

- Interlocal Fire and Rescue Service Agreement Between the City of Quincy, Florida and Gadsden County, Florida.
- Budgetary Proposal from Fire Facilities Steel Fire Training Towers.
- Building specifications.

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN
THE CITY OF QUINCY, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made effective the 1st day of October, 2018, by and between the City of Quincy, Florida, a municipal corporation created and existing under the law of the State of Florida (the "City") and Gadsden County, Florida, a political subdivision of the State of Florida (the "County").

WITNESSETH

WHEREAS, the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the City maintains a fire department capable of providing fire and rescue service outside of the City's corporate boundaries; and

WHEREAS, residents of Gadsden County residing outside the City's corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service that is beneficial to the health and welfare of residents living in the unincorporated areas of the County; and

WHEREAS, the City and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the City and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties contained herein the parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.
2. Automatic Aid. The City's Fire Department will provide automatic aid in the form of first response fire and rescue services, within their scope of training, with due diligence, to the areas of Quincy, Gretna, St. John/Robertsville, Wetumpka, Midway, and Interstate 10 from Mile Marker 173 (Greensboro Exit) to Mile Marker 193 (East County Line) for structure fires, accidents and other life-threatening situations.. The City shall be solely responsible for responding, without request, to all incidents requiring response in the foregoing incorporated and unincorporated areas of Gadsden County.
3. Mutual Aid. The City's Fire Department will provide mutual aid fire and rescue service upon request to all volunteer fire departments in all other incorporated and unincorporated areas of Gadsden County.

4. Incident Report. The City shall provide a copy of the STATE OF FLORIDA fire incident report to the Fire Coordinator and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.
5. Insurance. To the extent permitted by law, the County shall insure against liability for the City's Fire Department while providing fire and rescue service outside the corporate boundaries of the City. By voluntarily maintaining such insurance, the County is not assuming any liability for the acts or omissions of the City or the City's Fire Department. The City shall maintain liability insurance for the City's Fire Department while providing fire and rescue service within the corporate boundaries of the City and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law.
6. Vehicle Provision. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by the City's Fire Department to respond to all fire and rescue calls at no charge by the County to the City. The City shall be responsible and liable for routine maintenance and minor repairs, and all fuel. All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County. However, the City shall notify the County of any needed major repair prior to making such repair on behalf of the County to ensure compliance with the County's purchasing policy.

In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle until the repairs are completed.

7. Use of Funds. The City agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available City and County equipment and resources on fire and rescue services, equipment and resources shall not be restricted by geographic boundaries.
8. Records. The City shall maintain financial records of expenditures of the City Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 10th day after the end of each quarter provide the County with copies of the list of all City Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

For the services performed under this Agreement, the City shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature incurred by the City in connection with the services performed under this Agreement.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE

**GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351,
(850) 875-8612, clerkofcourt@gadsdenclerk.com.**

The City must comply with the public records laws, Chapter 119, F.S.; specifically the City shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the City does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the City or keep and maintain public records required by the County to perform the service. If the City transfers all public records to the County upon completion of the contract, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the contract, the City shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the City with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

9. Payment of Funds. Subject to funding, as set forth below, the County shall pay the City a total of \$440,000 per year for the first year of the Agreement, \$460,000 for the second year of the agreement and \$486,688 for the third year of the agreement, payable in four equal quarterly installments for each year, for the quarter of October through December, January through March, April through June, and July through September, upon submission of the records identified in section 8 and a request for payment by the City. The County shall not make scheduled payments until all records have been submitted to and approved by the County. In the event that this Agreement is extended beyond the initial three year term, for each subsequent year that this Agreement is in effect after the initial three year term, an automatic adjustment will be made to the annual amount of funding provided for in this Agreement beginning each October 1st, based upon the average consumer price index of the previous 12 months. Any and all payments made by the County and to the City for the provision of fire and rescue services shall be used only for expenses of the City Fire Department and an accurate accounting of all funds is required. Unexpected balances shall be deposited by the City in a Fire Reserve Fund, and the City will report the balance to the County.

10. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue services costing \$1,000 and above which are purchased with County funds shall be the property of Gadsden County. The City shall notify the County of all items and equipment purchased with County funds and the items and equipment shall be placed on County of Gadsden Inventory, as policy permits.
11. Inspection. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
12. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved first through best efforts at good faith negotiation, and, if such efforts are unsuccessful, through the services of a the Clerk of Circuit Court as a disinterested third party. The parties must utilize this dispute resolution provision before pursuing any legal action to resolve the dispute.
13. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
14. Effective Date. This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2018.
15. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.
16. Expiration. This Agreement shall expire on September 30, 2021, unless terminated earlier as set forth herein or extended by written agreement of the parties.
17. Termination. Either party may terminate this Agreement without cause by providing six (6) months' written notice of intent to terminate. Either party may terminate this Agreement for cause immediately without notice. In the event of termination, the County shall not be responsible for payment of any amounts due after termination.
18. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
19. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.
20. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other

provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

21. No Assignment. This Agreement is not assignable.
22. No Third Party Beneficiary. This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
23. Contractual Relationship; City Employees. The employees providing the services described herein shall be employees of the City and the City shall be responsible for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The City shall provide workers compensation, tax withholding, and other benefits as may be appropriate. City employees that provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the County. The relationship between the County and the City is contractual only and neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.
24. Liability; Indemnification; Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of the City Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance or operation of the City Fire Department at any time during the term of this Agreement or thereafter. The City shall be liable for all damages caused by or resulting from the breach of this Agreement by the City or due to any act or occurrence of omission or commission of the City, its delegates, agents or employees, related to the performance of this Agreement. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the City Fire Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance and operation of the City Fire Department at any time during the term of this Agreement or thereafter. The indemnity obligations of the City under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, neither party intends and in no way waives any sovereign immunity rights that it possesses.
25. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those

specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

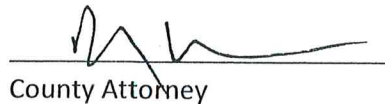
26. Training Facility. The parties agree to share equally in the cost of design and construction of a new firefighting training facility consisting of a tower and a burn house with a not to exceed total cost of \$150,000.00. The training facility is expected to be constructed during the 2018/2019 fiscal year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form

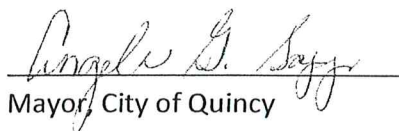
Approved as to Form


City Attorney


County Attorney

CITY OF QUINCY, FLORIDA

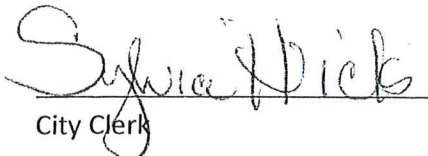
GADSDEN COUNTY, FLORIDA




Mayor, City of Quincy


Chairperson, Gadsden County Board of County Commissioners

ATTEST:

ATTEST:


City Clerk



Clerk of Circuit Court

Budgetary Proposal



To: Chief Curtis Bridges
Department: Quincy Fire Department
Address: 20 N. Stewart St.
City: Quincy
State: FL
Zip Code: 32351
Proposal No.:
Proposal Date: March 28, 2019
From: David Tusio - Regional Manager
 dtusio@firefacilities.com

Base Building Style:	Base Price
*Wesco Model Volunteer II Specifications 18'L x 16'W x 18'H Flat Roof 18-Gauge Steel Roof Panels Roof Rail System Exterior Ship's Ladder to 2nd Floor Interior Stair to 2nd Floor Interior Fixed Ladder, 2nd Floor to Roof (1) 3'-6" x 4' 2nd Floor Balcony (3) 3' x 7' Exterior Steel Doors (1) 3' x 7' Interior Steel Door (4) 3' x 4' Window Openings with Steel Shutters (1) 4' x 4' Roof Chop-Out Curb (1) Rappelling Anchor (1) Burn Room with 3' x 7' Door Opening (1) Westec™ Insulation System Features First Floor Burn Room Interior Stairs to Second Floor Second Level Balcony (1) 4' x 4' Chop-Out Curb (1) 2'-6" x 3' Bilco Roof Hatch With Fixed Ladder Exterior Ship's Ladder (1) Scout Temperature Monitoring System	\$70,560.00
Note: Typical Quantities Or Items Listed Above, In The Base Building Style, May Vary Due To Additional Features Added Below	

Additional Features:	Qty

Total Materials Price:	\$70,560.00
Additional Items:	
Estimated Erection Labor	\$60,816.58
Estimated Foundation Cost	\$22,000.00
Freight	\$3,200.00
Total Budget Price:	\$156,576.58



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3000.eff.0319 Page: 1 of 1

Ship date is 10-14 weeks upon receipt of signed contract. Payment is due in full, 30 days from ship date. Prices quoted in U.S. Dollars. Prices include the design, materials, fabrication, and freight along with foundation and erection labor prices (if shown). Material and foundation prices are estimated and subject to future change due to unknown actual site conditions. Once these site conditions (soils, climatic, and/or seismic) are verified by FFI a firm price can be provided. Applicable taxes may need to be added based on location.

Volunteer 2

The Volunteer 2 is a two-story structure that features a first floor burn room equipped with the Westec™ Insulation System and Scout Temperature Monitoring System. It includes interior stairs to the second floor and an interior vertical ladder leading from the second floor to the roof.

The burn room may be accessed through an exterior swing door or through an interior swing door from the stairway. The burn room features two 3' x 4' window openings with galvanized steel shutters.

The tower offers several options for entry. An exterior ship's ladder leads from ground level to the second story balcony. An exterior swing door provides access to the balcony at the second floor. The flat roof features a 4' x 4' chop-out curb, rappelling ring, and a railing system with a chain gate on one side.

The Volunteer 2 allows for the following training scenarios:

- Hose advancement
- Fire attack
- Ventilation
- Search and rescue
- Laddering
- Roof penetration
- Confined space exercises
- Basement advancement
- Raising and lowering of victims and equipment
- Rappelling



Specifications

18'L x 16'W x 18'H

Flat Roof

18-Gauge Steel Roof Panels and Roof Rail System

Roof Live Load: 70 PSF

Deck Live Load: 70 PSF

Wind Load: 90 MPH

Interior Deck Load: 70 PSF

Exterior Ship's Ladder to 2nd Floor

Interior Stair to 2nd Floor

Interior Fixed Ladder, 2nd Floor to Roof

(1) 3'-6" x 4' 2nd Floor Balcony

(3) 3' x 7' Exterior Steel Doors

(1) 3' x 7' Interior Steel Door

(4) 3' x 4' Window Openings with Steel Shutters

(1) 4' x 4' Roof Chop-Out Curb

(1) Rappelling Anchor

(1) Burn Room with 3' x 7' Door Opening

(1) Westec™ Insulation System

(1) Scout Temperature Monitoring System

Features

First Floor Burn Room

Interior Stairs to Second Floor

Second Level Balcony

4' x 4' Chop-Out Curb

Exterior Ship's Ladder



Volunteer 2

Two-Story Training Tower

