

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, December 10, 2013

6:00 PM

City Hall Commission Chambers

City Commission

Keith Dowdell, Mayor (Commissioner District One)

Larry Edwards, Mayor Pro-Tem (Commissioner District Five)

Micah Brown (Commissioner District Two)

Derrick Elias (Commissioner District Three)

Andy Gay (Commissioner District Four)

**AGENDA FOR THE REGULAR MEETING OF
THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday
December 10, 2013
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Special Presentations by Mayor or Commission

Approval of the Minutes

1. Approval of Minutes of the 11/26/13 Regular Meeting
(Cynthia Shingles, Deputy Clerk)

Ordinances/Public Hearings & Resolutions

2. Resolution No: 1308-2013

Presentation(s)

Citizens Opportunity to Speak on Commission Agenda

Consent Agenda

Commission Discussion(s) and/or Report(s)

3. Quincy Byrd Landfill: 2014 Monitoring Report Contract with Trinity, Inc. and The Water Spigot, Inc.
(Jack L. McLean Jr., City Manager; Bernard Piawah, Building & Planning Director)
4. Normal Disability Retirement - Neil Eitson (Utilities Department)
(Jack L. McLean Jr., City Manager; Bessie Evans, HR & Risk Management Director)

Staff Report(s) and Communications

5. QFD Monthly Report
(Jack L. McLean Jr., City Manager; Scott Haire, Fire Chief)

Comments from City Manager, City Attorney and Commission Members

Citizens Comments on non-agenda items

Adjournment

*Item(s) Not in Agenda Packet

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
NOVEMBER 26, 2013
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, November 26, 2013, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Larry D. Edwards
Commissioner Micah Brown
Commissioner Derrick D. Elias
Commissioner Gerald A. Gay, III

Also Present:

City Manager Jack L. McLean Jr.
City Attorney Jerry Miller
Deputy Clerk Cynthia Shingles
Finance Director Theresa Moore
Customer Service Director Ann Sherman
Utilities Director Mike Wade
Fire Chief Scott Haire
Interim Information Technology Director Chris Jordan
Planning Director Bernard Piawah
Public Works Director Willie Earl Banks, Sr.
Interim CRA Manager Regina Davis
Police Chief Walt McNeil
Account Specialist Catherine Robinson
Accountant III Yvette McCullough
OMI Representative Robert Presnal
Sergeant At Arms Captain Troy Gilyard

Call to Order:

Mayor Commissioner Dowdell called the meeting to order, followed by the Lord's Prayer and the Pledge of Allegiance.

Special Presentations by Mayor or Commission:

Approval of Agenda

The Parade Permit/Resolution was added to the agenda under Ordinances, Public Hearings & Resolutions. Commissioner Edwards made a motion to approve the agenda with the addition of the Parade Permit/Resolution. Commissioner Brown seconded the motion. The ayes were unanimous.

Approval of Minutes:

Commissioner Edwards made a motion to approve the minutes of the November 12, 2013, regular meeting with any corrections if necessary. Commissioner Brown seconded the motion. The ayes were unanimous.

Public Hearings, Ordinances, Resolutions, and Proclamations:

Resolution No: 1307-2013 – Christmas Parade, Quincy Music Fest and Road Closing

Commissioner Edwards made a motion to approve Resolution No: 1307-2013 for the Christmas Parade, Quincy Music Fest and Temporary Road Closing. Commissioner Brown seconded the motion. The ayes were unanimous.

Presentation(s):

Public Works Employee Recognition

Public Works Director, Willie Earl Banks presented Inmate Supervisors Michael Williams and Dylon Cox with a plaque recognizing them for a job well done on a drug/contraband bust involving some inmates. The total of contraband was worth about \$10,000. Mayor Dowdell thanked them for their hard work.

Fire Prevention Week/Month

Fire Chief Scott Haire came before the Commission with a power point presentation on Fire Prevention. Chief Haire stated that each week, they run a fire prevention program that reaches over 100 citizens. They teach them about home fire safety, safety tips and they show them the equipment that they use. Chief Haire stated that the best time to fight a fire is before one happens and that's "prevention". Commissioner Edwards asked about smoke alarms and what do the citizens need to do to obtain one. Chief Haire stated that they can go into the Fire Department and see the Admin Assistant and she will schedule them for installation or they can get them and install them. There is no cost. Mayor Dowdell thanked the Fire Chief and his employees for the fine work that they are doing.

Citizens Opportunity to Speak on Commission Agenda

Consent Agenda:

Commission Discussion(s) and/or Reports:

OMI 2014 Contract Amendment

Mike Wade, Utilities Director, stated that on October 1, 2007 the City of Quincy and CH2M HILL- OMI entered into an agreement for the operations, maintenance, and management of the City's water and wastewater treatment facilities. Section 5 of the

agreement establishes a provision for the annual negotiation and adjustment of the contract amount. Years 1 thru 6 of the contract included a base fee plus a separate repairs account expense of \$30,000. In Year 7 of the contract (FY2013) there was no increase in the base fee but the \$30,000 repairs account was removed as a separate item and added to the base fee. Negotiations between staff and CH2MHill - OMI resulted in the default Base Fee Adjustment Formula being applied to the current base fee. When staff applied the .75 percent Consumer Price Index (CPI) and .95 percent Employment Cost Index (ECI) numbers for the quarter ending March 2013 to the Base Fee Adjustment Formula, as described by the agreement, the adjustment rate was a 1.7% increase equal to \$15,534. The 1.7% rate is applied to the previous base fee less the \$30,000 repairs limit. The new fee will be \$959,309. Commissioner Edwards asked if this adjustment is in this year's budget and Mr. Wade replied, yes. Commissioner Gay made a motion to approve Option 1 to authorize the Mayor and City Manager to sign Amendment No. 6 to the Agreement of October 1, 2007 between the City of Quincy and CH2MHILL-OMI. Commissioner Edwards seconded the motion. The ayes were unanimous.

FY2013 Budget Amendments/Closeouts

Finance Director, Theresa Moore stated that Chapter 166 of the Florida Statutes require that all municipalities prepare, approve, adopt and execute an annual budget for such funds as may be required by law or by sound financial practices and general accepted accounting principles. Staff is presenting amendments to ensure that the General Fund is balanced. The summarized amendments are required within the General Fund to ensure that the fund is balanced. In many instances, expenditures in excess of appropriations are addressed by amending specific budget lines within a department budget. There are other occasions where the budget lines from other departments must be utilized to address the expenditures in excess of appropriations. However, the overall increase in expenditures is offset by the revenues received in the General Fund budget. Once these amendments are recorded, the City will be in compliance with the statutes. Commissioner Edwards made a motion to accept the amendments to the FY2013 adopted budget. Commissioner Gay seconded the motion. The ayes were Commissioners Edwards, Gay, Brown and Dowdell. The nay was Commissioner Elias. The motion carried.

Stipulation Agreement

Commissioner Edwards indicated that they discussed the Stipulated Agreement in the workshop and therefore, Commissioner Edwards made a motion to accept staff's recommendation to allow the City Manager to sign the stipulation agreement. Commissioner Brown seconded the motion. The ayes were unanimous.

Cancellation of 12/24/13 Commission Meeting

Commissioner Gay made the motion to cancel the December 24, 2013 Commission Meeting. Commissioner Brown seconded the motion. The ayes were unanimous.

Staff Report(s) and Communications

QFD Monthly Report – None

P-Card Statement – None

Financials

Commissioner Elias noted that the asterisks on the last page is to remind you all that certain funds will not be placed in the reserves account until the end of the year depending on cash flow.

Commissioner Gay asked if we are still on track to make a substantial payment to Capital City Bank. The Manager stated yes. What was the amount anticipated to be? The Manager stated \$400,000. Commissioner Gay would like to schedule a meeting with the City Manager and Finance Director on close outs & Financial workshop.

Commissioner Elias asked if the \$400,000 line of credit is on schedule. The Manager stated yes. Commissioner Elias asked when do we anticipate paying it. The Manager stated 12/2/13. If we don't make the payment on 12/2/13, what do we do? The Manager stated that we will pay them what we have, but we should have it based on the past. If not, we will readjust our payment plan and schedule.

Commissioner Gay asked if our collections are usually down this time of year? The Manager stated that the weather determines our collections.

Commissioner Elias asked how are we going to proceed with the reserves? Commissioner Gay agreed with Commissioner Elias and stated that we should fund that reserve at some level, each month. Commissioner Edwards agreed.

Mayor Dowdell stated that he's in favor to put money in the reserves, but we need to stick with the plan to get us out of the hole.

Comments from City Manager, City Attorney and Commission Members

City Manager's Report

The City Manager announced that the Christmas parade will be on 12/6/13 @ 6:00 p.m. The Manager also stated that the lighting will not be as extensive this year, only at City Hall and around the Courthouse square. There will not be lighting at Tanyard Creek nor the west end of town.

The Manager stated that the City delivered 100 Thanksgiving Baskets during Operation Thanksgiving. The Manager noted the names of the private contributors and businesses: Dr. Carla Holloman, Dr. Abbey, Classic Shirts, William Poston, Rex Kever, Lillie Smith Jackson, Ray Elias, Cole Electric, Bishop W.R. Fitten, New Life Christian Center, Richard Lockwood, Jack L. McLean Jr., former Fire Chief Howard Smith, Barkley Security, Mayor Keith Dowdell, Cynthia Shingles, Attorney Jerry Miller, Quality Meats, Piggly

Wiggly, Jin Jin Restaurant, Winn Dixie, Mike McGarl, Theresa Moore and Springfield AME Church.

The Manager stated that the Default Judgment involving Montgomery House Jr. vs. The City of Quincy was re-opened and a Motion to Dismiss was filed. The motion is scheduled for December 2, 2013. The case is still open and the judgment is not final.

The Manager stated that a workshop for the 175/185 Fire and Pension Fund has been scheduled for December 2, 2013 @ 5:30 p.m.

Commissioner Elias inquired about the Christmas Parade, the cost of the Christmas Party and the amount of Bonuses. Commissioner Elias also wanted to know where would the funds be coming from to fund the Christmas party and bonuses. The Manager stated that the Christmas parade is on December 6, 2013 @ 6:00 p.m. The Christmas party is on December 7, 2013 at the Country Club. The Manager stated that the Christmas party and bonuses will be paid out of the Forfeiture Fund. The Manager stated that the amount of the bonuses will be between \$50-\$100. Commissioner Elias asked how much money is in the Forfeiture Account, the Manager stated that he would get that amount to him later.

City Attorney's Report

The City Attorney stated that there are some inconsistencies in the Code Enforcement Board that needs clearing up and needs a code amendment. He will be bringing a proposed ordinance before the Commission.

Commissioner Elias asked the Attorney has there been any activity on the David Hall case. The Attorney stated no.

Commissioners' Reports:

Commissioner Elias asked Mr. John Hutley of 20 S. Monroe Street to come forward and speak on the lighting situation on S. Madison Street. Mr. Hutley stated that it's extremely dark and dangerous and he would like to have some street lights installed because there are daycare centers, nursery and a church in that area.

Commissioner Elias stated that there are day cares centers on S. Madison Street and is considered a school zone and there are speeders in that area and he would like increased patrol or signs to alert drivers to slow down.

Commissioner Elias stated that District 3 streets need to be striped.

Commissioner Elias asked the status of the signage for Circle Drive. The Manager stated that they have met on the issue and he will bring back a report because there are issues with right of way, the number of signs and cost.

Commissioner Elias asked about the status report on replacing the basketball courts @ Sunset Park. The Manager stated that he had called him to discuss the issue about

whether to use asphalt or cement. The Manager stated that we're working on it and you should see some results soon.

Commissioner Elias asked if background checks are done on employees prior to employment. The Manager stated yes.

Commissioner Elias asked about the status of the investigation in Customer Service. Chief McNeil stated that the investigation has been substantially concluded and they have made one arrest. Chief McNeil indicated that the case is not inactive.

Commissioner Elias asked if we have a list of everyone that has keys to City Hall? The Manager stated yes.

Commissioner Elias asked if the adopted budget reflected all of the changes and revisions. The Manager stated yes.

Commissioner Gay asked that the agenda packets not be delivered after 9:00 p.m.

Commissioner Gay stated that he would like to have an instrument to evaluate the City Manager.

Commissioner Edwards thanked Mr. Banks and his employees on the work at Burmah Heights Park.

Commissioner Brown – None

Mayor Dowdell stated that he talked to the Chairman of TCC Board of Directors and they want to make sure that everything is in place and there won't be any hold ups. They have identified 2 proposed sites; the land by Workforce Plus and property on Pat Thomas Parkway.

Mayor Dowdell stated that he, Regina Davis and Bernard Piawah attended a workshop given by Opportunity Florida in Marianna on the development of site certification. They were happy that we were there and they gave a presentation on how to certify a site. Once our Business Park gets certified, we can get more businesses here and get citizens some jobs.

Mayor Dowdell stated that Ms. Regina Davis, Interim CRA Manager will give us an update at the next CRA Meeting.

Mayor Dowdell stated that immediately following this meeting, there will be a video of Operation Thanksgiving on Channel 13.

Mayor Dowdell reminded the Commission about the 175/185 workshop on December 2, 2013 @ 5:30 p.m.; the Christmas parade will be on December 6, 2013 and the City's Christmas party will be on December 7, 2013.

Citizens Comments on non-agenda items

Mr. Emanuel Sapp, 821 2nd Street, came before the Commission with the following requesting the Commissioners to adhere to the advice of the Attorney. He used for his examples the Commission's to modify Chapter 54 Fire and Pension Plan providing an employee opt out of the pension provision and the recent commission discussion about paying legal damages to Mr. House legal claim.

Minister Alphonso Figgers, 215 North Chalk Street, came before the Commission to say thank you for the Thanksgiving baskets that were given to the Shaw's Addition Community on November 25, 2013 and wished everyone a Happy Thanksgiving. Minister Figgers also introduced the new Pastor of New Bethel AME Church, Rev. Charles Morris.

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

APPROVED:

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

ATTEST:

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

RESOLUTION NO. 1308-2013

A RESOLUTION OF THE CITY OF QUINCY, FLORIDA, DESCRIBING AND NOMINATING A BOUNDARY AMENDMENT FOR THE GADSDEN COUNTY ENTERPRISE ZONE, EZ 2001

WHEREAS, Gadsden County Ordinance 2001-011 with an effective date of December 4, 2001, was enacted by the Gadsden County Board of County Commissioners, which provided for the establishment of the Enterprise Zone Development Agency in Gadsden County; and

WHEREAS, Resolution 2005-19 was enacted by the Gadsden County Board of County Commissioners providing for the establishment of a Florida Rural Enterprise Zone in portions of Gadsden County, including portions of all municipalities, with an effective date of December 4, 2001 through December 31, 2005, following re-designation under chapter 2005-287, Laws of Florida amending chapter 290, Florida Statutes, The Florida Enterprise Zone Act; and

WHEREAS, the Gadsden County Board of County Commissioners amended the boundaries of the Enterprise Zone under the provisions of Section 290.005 (6) Florida Statutes in 2009, for the purpose of increasing its value by providing economic incentives for business and industry location or expansion; and

WHEREAS, The 2013 Florida Legislature enacted chapter 2013-039, Laws of Florida to provide an opportunity for certain Enterprise Zones that are at least 15 square miles and less than 20 square miles to expand Enterprise Zone Boundaries not to exceed 3 square miles; and

WHEREAS, it is the considered opinion of the Gadsden County Board of County Commissioners that the area nominated will enhance the quality of existing business and promote the creation of new business in the enterprise zone; and

WHEREAS, the Gadsden County Board of County Commissioners desires to refine the existing Enterprise Zone boundaries of Gadsden County, by adding 3 square miles of undeveloped properties which are zoned commercial or industrial for those uses in the Gadsden County future land use map to the zone; and

WHEREAS, the Gadsden County Enterprise Zone has been a proven economic benefit to the residents of Gadsden County and its municipalities; and

WHEREAS, the Gadsden County Board of Commissioners has caused to be created a map that shows the enterprise zone, outlining the boundary area using the yellow color to designate the properties in the zone and the amended area in the bright yellow color; and

WHEREAS, the area nominated does not increase the overall size of the Gadsden County Enterprise Zone to more than 23 square miles.

NOW THEREFORE, BE IT RESOLVED that the City of Quincy City Commissioners adopts this resolution in compliance with Chapter 290, Florida Statutes, Florida Enterprise Zone Act, to nominate a boundary change for the Gadsden County Enterprise Zone. The nominated area is herein incorporated by reference to the geographical description "Attachment A"

Adopted by the majority vote of the City Commission at the Regular City Commission Meeting on
Tuesday, December 10, 2013

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

ATTEST:

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

Attachment B
Existing Conditions and Programs Accomplishments of the
Gadsden County Enterprise Zone

The Gadsden County Enterprise Zone was designated by the State of Florida, with an effective date of January 1, 2002.

Based on the 2000 Census, the nominated area was still identified as a distressed community with a high level of unemployment and a high level of poverty.

Based on the 2000 Census, the nominated area meets the eligibility requirements for the Florida Enterprise Zone Program pursuant to section 290.0058, Florida Statutes.

The unemployment rate was over 5.9 percent.

The poverty rate was over 18.2% percent. A population totaling 7,782 was living in poverty. (Economic Research, USDA)

Gadsden County:

The per capita income for the county is \$14,499. 19.90% of the population and 16.4% of families are below the poverty line.

Chattahoochee:

The per capita income for the city is \$15,265. 26.1% of the population and 21% of families are below the poverty line.

Greensboro:

The per capita income for the town is \$11,825. 24.3% of the population and 15.3% of families are below the poverty line.

Gretna:

The per capita income for the city is \$9,062. 30.6% of the population and 25.9% of families are below the poverty line.

Havana:

The per capita income for the town is \$18,481. 16.3% of the population and 11.1% of families are below the poverty line.

Midway:

The per capita income for the city is \$11,287. 31.3% of the population and 26.2% of families are below the poverty line.

Quincy:

The per capita income for the city is \$14,366. 30.6% of the population and 28% of families are below the poverty line. (Enterprise Florida)

CURRENT EZ: AT LEAST 20 SQUARE MILES

Each governing body that contains a portion of the Nominated Area located within their jurisdiction must provide:

APPLICATION CERTIFICATION

I hereby certify that the nominated area that I represent meets all eligibility requirements and that to the best of my knowledge and belief:

- a) The information in this application package is true and correct;
- b) Our nominating governing body shall comply with local, state and federal program requirements;
- c) Our nominating governing body has agreed to carry out the Enterprise Zone Development Plan; and
- d) The nominated area meets each of the eligibility criteria set for in section 290.0055(6), FS

Please make additional copies of this Application Certification page if needed.

Nominating Governing Body: _____	
CHIEF ELECTED OFFICIAL: _____	SIGNATURE AND DATE: _____
(printed name)	(signature)
Title: _____	Date _____

Mr. Burt Von Hoff
Division of Community Development
Department of Economic Opportunity
107 East Madison Street; MSC 160
Tallahassee, Florida 32399
Phone: 850/7178518
Fax: 850/717/8522
E-Mail: burt.vonhoff@doe.myflorida.com

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: December 10, 2013
Date Submitted: December 4, 2013
To: Honorable Mayor and Members of the City Commission
From: Jack L. McLean Jr., City Manager
Bernard O. Piawah, Director, Building and Planning
Subject: Quincy-Byrd Landfill: 2014 Monitoring Report Contract With
Trinity, Inc., and The Water Spigot, Inc.

Statement of Issue:

The City owns Byrd Landfill. Per state law, the City is required to conduct a variety of monitoring analysis of the landfill and report to the State Department of Environmental Protection (DEP), twice every year. Two companies: Trinity Analysis, Inc., and Water Spigot, Inc. have been conducting the required monitoring reports for the City. They have submitted their contract for 2014 and the City's staff is asking for authorization from the City Commission to sign their contracts for 2014. The amount quoted for the work is the same as in previous years: Trinity, Inc. \$16,850.00 and Water Spigot, Inc., \$12,750.00 per round (two rounds per year). Attached are the contracts that the City intends to sign with Trinity, Inc. and Water Spigot, Inc.

Options:

- Option 1: Authorize staff to enter into contract with Trinity, Inc. and Water Spigot, Inc. respectively, to conduct monitoring reports on the Quincy-Byrd Landfill for 2014.
- Option 2: Do not authorize staff to enter into contract with Trinity, Inc. and Water Spigot, Inc. respectively, to conduct monitoring reports on the Quincy-Byrd Landfill for 2014.

Staff Recommendation:

Option 1

Attachments:

- A) 2014 Contract with Trinity, Inc.
- B) 2014 Contract with Water Spigot, Inc.

Proposed Scope of Work and Cost Proposal are subject to the terms and conditions in the
attached
Agreement for Professional
Services

Agreement for Professional Services

This Agreement is made and entered into on _____ day of _____, _____ by and between
Trinity Analysis & Development Corp., having its principal place of business at:
1002 N. Eglin Pkwy Shalimar,
Florida 32579, hereinafter
called "Consultant"

and
City of Quincy, having its office at:
404 W. Jefferson Street
Quincy, Florida 32351
hereinafter called "Client"

Whereas, Consultant submitted its Proposal (Proposal 13-0057) dated November 22, 2013; and
Whereas, Client wishes to retain Consultant for the purpose of proceeding with those certain professional services;
Now, therefore, in consideration of the premises and the mutual covenants and undertakings of the parties hereto, it
is agreed as follows:

Article 1. Privacy of Proposal and Confidentiality

- a. The information contained in Consultant's Proposal is considered privileged and confidential. Any use or release of this information for purposes other than evaluation of its content as a basis of contract award is prohibited.
- b. During the conduct of services, Consultant and its employees may obtain, directly or indirectly, secret and confidential information proprietary to Client. Accordingly, Consultant agrees, on behalf of itself and its employees, to maintain, as secret and confidential, all said proprietary information and not to disclose it to others or use it without specific authorization from the Client, except as may be required by law.

Article 2. Scope of Work

- a. Upon execution of this Agreement, the Proposed Scope of Work in Consultant's Proposal shall become the Scope of Work. Services not expressly provided for in the Scope of Work as set forth in the Proposal are excluded from the services to be rendered by Consultant and Consultant assumes no duty to perform such services.
- b. Consultant and Client may at any time, by **mutual written agreement**, make changes within the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.

Article 3. Payment

Payment for the services rendered by Consultant shall be in accordance with the following:

- a. Consultant shall perform the professional services pursuant to 13-0057 and Client shall
Proposeal **\$16,850.00**
compensate Consultant for those professional services in the amount _____
- b. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement and a deposit payment of **\$0.00** from Client.

- c. Consultant will invoice Client monthly (progress invoicing) and/or at Project milestones, at Consultant's discretion. Client agrees to compensate Consultant for its services with timely payment.
- d. Payment shall be made by Client within 45 days of the invoice date. Client shall promptly review Consultant's invoices and if Client disputes any amounts invoiced, Client shall give prompt written notice to Consultant thereof, including the item or items disputed and the basis for the dispute. Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein. The disputed amount will be credited or billed on the next invoice. Invoiced amounts not paid 45 days of their issuance shall bear interest at a rate of 1½% per month on the unpaid balance beginning on the 46 day of issuance and extending until the invoice is paid in full.
- e. In the event of disputed payment, Client and Consultant both reserve their right to suspend work until the dispute is resolved.
- f. In the event of delinquent payment, Client shall pay the actual cost of collection incurred by Consultant.
- g. The compensation for Consultant's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for Consultant's services, its compensation and time of performance shall be equitably adjusted.
- h. Payment for services rendered by Consultant is not contingent upon the outcome of the Project.
- i. If, in the performance of its services, Consultant encounters hazardous materials, or pollutants that pose unanticipated risks, the Scope of Work and Consultant's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at Consultant's option. In the event that this Agreement is so terminated, Consultant shall be paid for its fees and charges incurred to the date of such termination, including, if applicable, any additional fees or charges incurred in demobilizing.

Article 4. Consultant's Responsibilities

- a. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement and deposit from Client. Consultant shall proceed with the work diligently and shall faithfully progress the work toward completion.
- b. In performing professional services, Consultant shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the engineering and geologic profession practicing under similar conditions at the same time and in the same or similar locality. Consultant's services shall not be subject to any express or implied warranties whatsoever. It is the intent of Consultant to provide services in accordance with applicable laws and regulations.
- c. Because geologic/hydrogeologic formations and layers are inherently variable and indeterminate in nature, Consultant's services are not guaranteed to discover actual site conditions, including those conditions related to contamination. Consultant's determinations and conclusions are commonly based on interpretation of data from discrete sampling or testing locations that may not represent actual conditions at locations not sampled. If conditions have not been identified by Consultant, such findings shall not be construed as a guarantee of the absence of such conditions, but rather as the qualified findings from the services performed within the scope, limitations, and cost of the project.
- d. Consultant's determinations and conclusions are relative to the time in which its services are rendered. Whether naturally or by other forces, site conditions may change after Consultant's services have been performed. Consultant bears no responsibility for those conditions, nor for conditions not generally recognized as predictable when Consultant's services were performed. Consultant bears no responsibility for conditions it was not authorized to evaluate by Client.
- e. Consultant's services shall not include, unless specifically stated in elsewhere in this Agreement, an independent analysis of work conducted by or information provided by independent laboratories or other independent contractors retained by Consultant in the performance of the services.
- f. Consultant shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused by force majeure or other events beyond Consultant's reasonable control. For purposes of this Agreement, force majeure shall include, but not be limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, loss of permits, breakdown of machinery, failure to obtain permits, court orders, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.
- g. It is recognized that other contractors may be retained separately by Client for the project who may provide inputs to the project to be utilized by Consultant. Consultant shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. Consultant shall not be responsible for the acts, errors or omissions of any other contractors working for Client on the Project.
- h. Consultant shall not have the authority to control the work of contractors retained by Client and Consultant shall not have the responsibility for contractor site safety or for the use of safe practices by such contractors.

- i. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples or materials to Client, who will be responsible for having such samples and materials properly disposed of in accordance with applicable laws, at its own cost. Client recognizes and agrees that Consultant will at no time assume the ownership or control of said waste.
- j. Client acknowledges that, prior to commencing the work, Consultant has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the project site and Consultant has not benefited from the processes that produced any such waste materials. Client agrees that Consultant is not and has no responsibility as a generator or operator or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the work sites. Consultant's services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or off site. Consultant shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes and Client shall indemnify Consultant for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).
- k. Insurance: Consultant shall carry the following insurance during the performance of its services:
 - Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.
 - Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000.
 - Automobile Liability Insurance with annual aggregate limits of \$1,000,000.
 - Professional Liability Insurance with annual aggregate limits of \$1,000,000.
- l. Indemnification: Consultant shall defend, indemnify and hold harmless Client and its officers, employees, servants, agents, successors and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorneys' fees (hereinafter referred to collectively as 'Damages') which either directly or indirectly arise out of or result from injury or death to persons, including employees of Client or Consultant, or damage to property of whatever kind and nature, if the injury or damage is caused by any error or omission or negligent act of Consultant or its employees, servants and agents in the performance of Consultant's work under this Agreement. Client shall give prompt notice to Consultant of any such suit, claim, demand or action relating thereto in order to provide Consultant with the earliest opportunity to defend against any actions or proceedings for Damages, but Consultant agrees, however, that any failure on the part of Client to give such notice shall not be deemed a waiver, abrogation or limitation of Consultant's obligation to defend, indemnify and hold harmless Client except to the extent Client unreasonably fails to give prompt notice of any such claim, and such failure to give notice is the sole cause of any actual limitation of Consultant's ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors or omissions of Client or any of their officers, employees, servants, agents, consultants or other representatives.

Article 5. Client's Responsibilities

Client, at its own expense, will:

- a. Provide all criteria and full information as to Client's requirements for the Project.
- b. Furnish Consultant with copies of all existing data, reports, surveys, plans and other materials and information within the possession of Client required for the Project, all of which Consultant may use and rely upon in performing its services under this Agreement.
- c. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.
- d. Be responsible, unless otherwise agreed by Consultant, for locating existing underground or covered site utilities, pipelines, tanks and other structures prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities, and damages resulting from the failure to accurately locate same.
- e. Provide to Consultant a description of activities, known or suspected, that were conducted at the site at any time by Client or by any person or entity which would relate to Consultant's services. Client shall identify by name, quantity, location and date any releases of hazardous substances or pollutants.
- f. To the extent required by law, Client shall promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.
- g. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any alleged defect in Consultant's services.

- h. Designate an individual or individuals to act as Client's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define Client's requirements, decisions, policies, drawings, plans, surveys, data and reports. Client's authorized representative(s) is designated below:
Name: Address: Address: Phone #: Fax #: Email:
Mr. Bernard O. Piawah
404 W. Jefferson Street
Quincy, Florida 32351
850.618.0035
850.627-8103
bopiawah@myquincy.net
- i. Assume responsibility for unavoidable damage or alteration to the site caused by Consultant's services.
- j. Assume responsibility for personal injuries and property damage caused by Consultant's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to Consultant by Client in advance.
- k. Indemnification: Client shall defend, indemnify and hold harmless Consultant and its officers, employees, servants, agents, successors and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorneys' fees (hereinafter referred to collectively as 'Damages') which either directly or indirectly arise out of or result from injury or death to persons, including employees of Consultant or Client, or damage to property of whatever kind and nature, if the injury or damage is caused by any error or omission or negligent act of Client or its employees, servants and agents in the performance of Consultant's work under this Agreement. Consultant shall give prompt notice to Client of any such suit, claim, demand or action relating thereto in order to provide Client with the earliest opportunity to defend against any actions or proceedings for Damages, but Client agrees, however, that any failure on the part of Consultant to give such notice shall not be deemed a waiver, abrogation or limitation of Client's obligation to defend, indemnify and hold harmless Consultant except to the extent Consultant unreasonably fails to give prompt notice of any such claim, and such failure to give notice is the sole cause of any actual limitation of Client's ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors or omissions of Consultant or any of their officers, employees, servants, agents, consultants or other representatives.
- l. Such indemnification shall also not apply to claims, damages, losses or expenses which are finally determined to result from the fraud, intentional tort, bad faith or criminal misconduct of Consultant. Without limiting the generality of the foregoing, the above indemnification extends to claims against Consultant which arise out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- m. In addition to and not in lieu of the above indemnification, Client does hereby waive any and all claims against Consultant for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability. Both Client and Consultant agree to waive the right to trial by jury in any legal proceedings relating to this Agreement.
- n. In the event that the indemnification undertakings of Client, or any part thereof, are determined by a court of competent jurisdiction to be invalid or unenforceable, this waiver shall be considered severable and shall remain in full force and effect.
- o. Notwithstanding anything else to the contrary herein, the liability of Consultant under this Agreement (whether by reason of breach of contract, tort or otherwise, including under indemnification provisions, if any) shall be limited to the amount of Consultant's fee payable hereunder.
- p. Client acknowledges that Consultant's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of Consultant's reliance on the foregoing limitation, indemnification and waiver undertakings of Client.

Article 6. General Considerations

- a. Suspension of Work: Client and Consultant both reserve the right to suspend work in the event of a breach of any term or provision of this Agreement. Should that dispute result in arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense the claim, including staff time, court costs, and other claim-related expenses.

- b. Termination of Agreement: This Agreement may be terminated by either party by thirty (30) days advance written notice to the other party without cause; by mutual written agreement with the other party; or by either party on five (5) days written notice to the other in the event of substantial failure to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, Consultant shall be paid for the services properly performed by it and reimbursable expenses incurred, to the effective date of termination.
- c. Delegation of Duties: Client and Consultant bind themselves and their successors, executors, administrators, assigns and legal representatives to the terms and conditions of this Agreement. Neither Client nor Consultant shall assign this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- d. Ownership of Documents: All documents prepared by Consultant under this Agreement as instruments of service are and shall remain the property of Consultant. Upon payment of all fees for services, costs, and disbursements, all documents furnished to Client which are instruments of service deliverable under this Agreement shall become the property of the Client. Client shall be entitled to reproduce such documents where reproduction is in furtherance of Project purposes. Any other reproduction, publication, distribution or use of such documents or copies is permitted only upon obtaining written consent of Consultant. Client agrees that any documents furnished to Client which are not paid for will be returned to Consultant upon demand and will not be used by Client for any purpose whatsoever.
- e. Third Party Use or Reliance: Any reliance on Consultant's work product, including all documents, reports, determinations, and conclusions by a third party is at the sole discretion of said third party, which assumes all risk and responsibility associated therewith. All unauthorized uses of Consultants work product are at the sole risk of the users.
- f. Venue: This Agreement shall be deemed to have been entered into and venue for any proceeding arising herefrom shall be in the County of Gadsden State of Florida.

Article 7. Extent of Agreement

- a. The terms and conditions hereof represent the entire integrated agreement between Client and Consultant and supersede all prior negotiations, representations or agreements, either written or oral, for this Project.

In witness whereof, the parties hereto have made and executed this Agreement.

Proposed by:

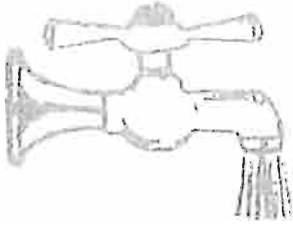
Accepted by:

 Authorized Representative for
 Trinity Analysis & Development Corp.

 Authorized Representative for
 City of Quincy

ATTACHMENT 2

2014 BYRD LANDFILL MONITORING REPORT
CONTRACT WITH WATER SPIGOT, INC.



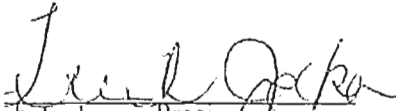
the water spigot, inc.

NELAC Laboratory Certification#E811 OS

5806 East Hwy. 22 * Panama City, Florida
32404 (850) 871-1900 * Fax (850) 871-9303

trishj-
waterspigot@comcast.net

I accept this contract including all prices from the Water Spigot, Inc. to perform all duties related to environmental compliance, sampling, monitoring, testing, reporting, and etc., at the Quincy Byrd Landfill required by state law as described in the attached proposal.



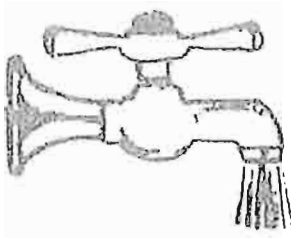
Trish Jackson, President
The Water Spigot, Inc.

11-25-13

Date

Jack L. Mclean Jr.
City Manager

Date



the water spigot, inc.

NELAC Laboratory Certification #E81105
 5806 East Ilwy. 22 * Panama City, Florida 32404
 (850) 871-1900 * Fax (850) 871-9303
 trishj-waterspigit@comcast.net

Quincy Byrd Landfill Surface Waters

Well	Well Type	Activity	Cost
SW-A	Surface Water	Surface Water Analysis	\$650.00
		Field Analysis	\$50.00
		Sampling	\$150.00
SW-8	Surface Water	Surface Water Analysis	\$650.00
		Field Analysis	\$50.00
		Sampling	\$150.00
SW-C	Surface Water	Surface Water Analysis	\$650.00
		Field Analysis	\$50.00
		Sampling	\$150.00
Grand Total for Surface Waters per event			\$2,550.00

lab Analysis= Total & Dissolved Iron

Surface Water Analysis=Chlorophyll A,COD,Calcium, Magnesium, Hardness, OP,1:58, TOC, TKN,
 Fecal Coliform, Ammonia, Antimony, Beryllium, Chloride, EDB,VOC, Mercury
 Iron, lead, Nitrate,Nitrite, Barium, Boron, Cadmium, Chromium, Cobalt, Copper, Nickel,
 Strontium, Vanadium, Silver,Sodium, Selenium,Thallium, TDS, Arsenic

Field Analysis= pH, Temp., Conductivity, Turbidity, ORP, DO

Sampling= Surface Water sampling, Travel,Fuel costs,Filters,Filtering

NOTE: All wells & surface waters get dissolved iron @ \$40.00 each

ADAPT Electronic Reporting is\$ 250.00

Quincy Byrd Landfill Water Level Only Wells

Well	Well Type	Activity	Cost
PZ-1	Water Level	Water Level Only	\$25.00
PZ-2A	Water Level	Water Level Only	\$25.00
P-1	Water Level	Water Level Only	\$25.00
MW-2A	Water Level	Water Level Only	\$25.00
MW-5A	Water Level	Water Level Only	\$25.00
MW-5B	Water Level	Water Level Only	\$25.00
MW-5C	Water Level	Water Level Only	\$25.00
MW-6	Water Level	Water Level Only	\$25.00
MW-10A	Water Level	Water Level Only	\$25.00
MW-11	Water Level	Water Level Only	\$25.00
MW-13	Water Level	Water Level Only	\$25.00
MW-16	Water Level	Water Level Only	\$25.00
MW-19	Water Level	Water Level Only	\$25.00
MW-20	Water Level	Water Level Only	\$25.00
MW-2	Water Level	Water Level Only	\$25.00
MW-23	Water Level	Water Level Only	\$25.00
MW-24	Water Level	Water Level Only	\$25.00
MW-28	Water Level	Water Level Only	\$25.00
Grand Total for Water Level Only Wells per event			\$450.00

Quincy Byrd Landfill Monitoring Only Plan (MOP)

Well	Well Type	Activity	Cost
MW-9A	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-14	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-15	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-17	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-25	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-26	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-27	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-32	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-33	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-34	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-35	MOP	Lab Analysis	\$190.00
		Field Analysis	\$50.00
		Sampling	\$150.00
Grand Total for MOP wells 1-yr event			\$3,900.00

Lab Analysis= Iron, EDB, VOC

Field Analysis= pH, Temp., Conductivity, Turbidity, ORP, DO

Sampling= Well purging, stablization, sampling, Travel, Fuel costs, Filters, Filtering

Quincy Byrd landfill Permit Wells

Well	Well Type	Activity	Cost
MW-2	Permit	Lab Analysis	\$450.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-4R	Permit	Lab Analysis	\$450.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-5	Permit	Lab Analysis	\$450.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-7	Permit	Lab Analysis	\$450.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-8	Permit	Lab Analysis	\$450.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-9	Permit	Lab Analysis	\$450.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-20	Permit	Lab Analysis	\$450.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-30	Permit	Lab Analysis	\$450.00
		Field Analysis	\$50.00
		Sampling	\$150.00
MW-31	Permit	Lab Analysis	\$450.00
		Field Analysis	\$50.00
		Sampling	\$150.00
Grand Total for Permit wells per event			\$5,850.00

Lab Analysis= Ammonia, Antimony, Beryllium, Chloride, EDB, VOC, Mercury
Iron, Lead, Nitrate, Nitrite, Barium, Boron, Cadmium, Chromium, Cobalt, Copper, Nickel,
Strontium, Vanadium, Silver, Sodium, Selenium, Thallium, TDS, Arsenic

Field Analysis= pH, Temp., Conductivity, Turbidity, ORP, DO

Sampling= Well purging, Stabilization, Sampling, Travel, Fuel costs, Fitters, Filtering

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: December 10, 2013

Date Submitted: December 5, 2013

To: Honorable Mayor and Members
of the Commission

From: Jack L. McLean Jr., City Manager
Bessie Evans, Director, Human Resources and Risk
Management

Subject: Normal Disability Retirement - Neil Eitson (Utilities
Department)

Issue:

Normal Retirement date is the first day of the month following the date you attain age 62. Retiree benefits are subject to change; however, currently the City provides the same group health benefits to eligible retirees as to eligible employees. Eligible retirees are full time employees with 10 years' service who retire at the minimum age of 62, full time employees retiring under normal retirement as defined by the Police and Fire Pension Plan or full time employees with 40 years of services who wish to retire. The foregoing eligibility statement does not address whether the medical insurance will be provided to employees who retire because of a disability.

Sec. 54-56. Creation

(b) Purpose. The purpose of the plan is to provide benefits to regular and permanent employees of the City, as the term "employee" is defined herein, and their beneficiaries, upon the occurrence of retirement, death, or disability of the employee or upon his/her termination of employment as provided herein.

(d) *Disability retirement and retirement income.*

- (1) *Disability retirement.* A participant having ten or more years of creditable/credited service, or a participant who becomes totally and permanently disabled in the line of duty, regardless of length of service, may retire from the service of the City under the plan if, prior to his/her normal retirement date, he/she becomes totally and permanently disabled as defined in subsection (d) (2) of this section on or after the effective date of the plan. Such retirement shall herein be referred to as "disability retirement." The provisions for disability other than line-of-duty disability

shall not apply to a member who has reached normal retirement age. However, a participant having less than ten years of creditable/credited service, who becomes totally and permanently disabled as defined in subsection (c)(2) of this section on or after the effective date of the plan not in the line-of-duty, may be eligible to receive a lump sum payment equal to the actuarially reduced vested normal retirement benefit based on the participant's creditable/credited service.

- (2) *Disability retirement eligibility.* A participant will be considered totally disabled if, in the opinion of the board of trustees, he/she is wholly prevented from rendering useful and efficient service as a firefighter or police officer; and a participant will be considered permanently disabled if, in the opinion of the board of trustees, he/she is likely to remain so disabled continuously and permanently.

Analysis:

On September 10, 2013, Mr. Neil Eitson, terminated from the Utilities Department, rendering fifteen years of services to the City, at age 58. At the time of his departure, Mr. Eitson was undergoing medical treatments, and his medical condition led to him being unable to perform his currently employment duties as a full time regular employee. The medical condition was determined to be a permanent disability, and he would not be able to perform work in his current position.

Under the current guidelines for normal employee's disability, Mr. Eitson would be eligible for retirement with the Commissioner's approval. He is currently on Cobra; however, Cobra insurance coverage is higher. He wishes to have the retiree medical benefit.

Staff recommends extending the retiree medical benefit to those employees who retire because of a disability who are within four years of normal retirement.

Options:

Option 1: Full retirement with health benefits for employees who retire because of disability and are within four years of normal retirement.

Option 2: No retirement benefits

Staff Recommendation:

Option 1: Full retirement with health benefits.

*QFD Monthly Activity Report
November 2013*

	<u>2013</u>	<u>2012</u>
Responses Out of District	1	1
Mutual Aid Responses *	1	1
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	0	1
Fire Safety Inspection	17	6
Fire Investigation	0	0
Plans Review	1	0
Training Man Hours	314 hrs	256 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	11	140
Smoke Detector Installs	6	0

*QFD Monthly District Fire Calls
November 2013*

<u>District</u>	<u>Date</u>	<u>Location</u>	<u>Type of Incident</u>
District 1	11/3/2013	1521 Elm Street	No incident found
	11/7/2013	2037 Osceola St	False alarm
	11/11/2013	804 Arlington Circle	Lock out
	11/19/2013	546 Lincoln St	Unlock vehicle
District 2	11/1/2013	427 S Stewart St	Electrical arcing
	11/6/2013	413 S 11th Street	Canceled enroute
	11/15/2013	1024 Laura St	Smoke Scare
District 3	11/2/2013	100 Block Malcolm St	Brush fire
	11/9/2013	525 E Circle Dr	Detector activation
	11/12/2013	729 E Jefferson St	Good intent-odor of gas
	11/25/2013	1797 Pat Thomas Pkwy	Compactor fire
	11/27/2013	219 S Love St	Structure fire
District 4	11/4/2013	10 W King St	False alarm
	11/4/2013	702 Woodland Ave	Canceled enroute
	11/6/2013	318 North St	Assist police-forcible entry
	11/8/2013	308 E Sharon St	Canceled enroute
	11/10/2013	916 W Jefferson St	Vehicle fire
11/18/2013	500 W King St	Alarm malfunction	
District 5	11/11/2013	701 Woodland Ave	Lock in
	11/13/2013	Shelfer & Franklin St	Assist police
	11/20/2013	59 N Shelfer St	Service call