

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

[www.myquincy.net](http://www.myquincy.net)



## **Meeting Agenda**

**Tuesday, December 9, 2014**

**6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

**Derrick Elias, Mayor (Commissioner District Three)**

**Micah Brown, Mayor Pro-Tem (Commissioner District Two)**

**Keith Dowdell (Commissioner District One)**

**Andy Gay (Commissioner District Four)**

**Daniel McMillan (Commissioner District Five)**

**AGENDA FOR THE REGULAR MEETING OF  
THE CITY COMMISSION OF  
QUINCY, FLORIDA  
Monday  
December 9, 2014  
6:00 PM  
CITY HALL 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 11/25/2014 Regular Meeting  
(Sylvia Hicks, City Clerk)

**Proclamations**

**Public Hearings as scheduled or agended**

**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.)**

**Ordinances**

**Resolutions**

2. Resolution No: 1321-2014

**Reports by Boards and Committees**

**Reports, requests and communications by the City Manager**

3. Interlocal Agreement with the Board of County Commissioners  
(Mike Wade, Interim City Manager; Reggie Bell, Interim Public Works Director)
4. Update on Quincy-Byrd Landfill Cell 9 Closure  
(Mike Wade, Interim City Manager; Bernard Piawah, Planning Director)

5. Landfill Monitoring Contract  
Mike Wade, Interim City Manager; Bernard Piawah, Planning Director)
6. Adams Street Sidewalk Grant Report  
(Mike Wade, Interim City Manager; Bernard Piawah, Planning Director)
7. Downtown Master Plan Project Completion Report  
(Mike Wade, Interim City Manager; Bernard Piawah, Planning Director)
8. Financial/P-Card Report  
Mike Wade, Interim City Manager; Finance Department)

**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**

\*Item(s) Not in Agenda Packet

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
NOVEMBER 25, 2014  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, November 25, 2014, with Mayor Commissioner Elias presiding and the following present:

Commissioner Micah Brown  
Commissioner Daniel McMillan  
Commissioner Gerald A. Gay, III  
Commissioner Keith A. Dowdell

Also Present:

Interim City Manager Mike Wade  
City Attorney Scott Shirley and John Rudolph  
City Clerk Sylvia Hicks  
Planning Director Bernard Piawah  
Interim Police Chief Glenn Sapp  
Account Control Specialist Catherine Robinson  
Fire Chief Scott Haire  
Parks and Recreation Director Gregory Taylor  
Police Officer Harold Barber  
Sergeant At Arms Captain Robert Mixon

### **Call to Order**

Mayor Elias called the meeting to order, followed by invocation and the Pledge of Allegiance.

### **Approval of Agenda**

Commissioner Gay made a motion to approve the revised agenda with the following change: move item number two (2), Attorney Contract under item Special Presentation by Mayor or Commission. Commissioner Brown seconded the motion. The vote was 5 to 0. The ayes were unanimous

### **Special Presentations by Mayor or Commission**

#### *City Attorney Contract*

Commissioner Gay made a motion to approve the Attorney Contract. Commissioner Dowdell seconded it. Mayor Elias stated that in the contract the Commission is referred to Council and copies of invoice sent to the Commission. The vote was 5 to 0. The ayes were unanimous.

### **Approval of the Minutes of the previous meeting**

Commissioner McMillan made a motion to approve the minutes of the November 10, 2014 regular meeting. Commissioner Brown seconded the motion. The ayes were unanimous.

## **Proclamations**

### **Public Hearings as scheduled or agended**

**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.)**

## **Ordinances**

## **Resolutions**

## **Reports by Boards and Committees**

## **Reports, requests and communications by the City Manager**

*City Attorney Contract – moved*

*Tanyard Creek Park Rules, Regulations, and Rental*

Commissioner McMillan made a motion to approve the Tanyard Creek Park Rules, Regulations and Rental. Commissioner Gay seconded the motion. Commissioner McMillan stated that he had several concerns and revisions and requested a workshop. Commissioner Gay also agreed with Commissioner McMillan requested a workshop. Mayor Elias also agreed and requested a motion table. Commissioner's McMillan and Gay rescinded their motion. Commissioner McMillan made a motion to table the item and scheduled a workshop. Commissioner Gay seconded the motion. The ayes were unanimous.

*Cancellation of the 12/23/2014 Commission Meeting*

Commissioner Gay made a motion to cancel the December 23, 2014 City Commission Meeting. Commissioner Brown seconded the motion. The ayes were unanimous.

Quincy Fire Department Monthly Report – No comments.

Other items requested to be agendaed by Commission Member(s), the City Manager and other City Officials

## **Comments**

*City Manager*

Interim City Manager Mike Wade reported to the Commission that Public Works City wide clean-up was very successful.

Interim City Manager Mike Wade reported that City Hall will be closed Thursday and Friday for Thanksgiving and wished everyone a Happy Thanksgiving.

*City Clerk*

*City Attorney*

City Attorney Scott Shirley stated that he appreciates the vote of confidence and is very excited to be here.

City Attorney Shirley reported to the Commission that the City had been served with a lawsuit on Friday from a complaint of an arrest that occurred in 2011 regarding the misconduct of a law enforcement officer. The item has been tendered to the Florida League of Cities. He requested that he be made part of the communications.

*City Commission*

Commissioner Dowdell - none

Commissioner Gay reported that a couple years ago George Monroe changed their student pick-up and drop-off to North Shelfer Street. He requested traffic calming devices to be placed North of King Street.

Commissioner Brown asked when the street sweeper would continue sweeping the streets. The Manager stated there are ongoing issues with the sweeper but Public Works has been manually cleaning the streets.

Commissioner McMillan thanked the Utilities Department for getting the power back on in a timely manner.

Commissioner McMillan wished everyone a Happy Thanksgiving.

**Comments from the audience**

Mr. Michael Iovanna of 2421 Emerald Ridge Loop, Tallahassee came before the Commission with the following complaint: He stated the application process for applying to the Police Department is very difficult. The Mayor advised him to get with the Interim Police Chief.

Minister Alphonso Figgers of 215 North Chalk Street came before the Commission to express his gratitude for the Thanksgiving baskets that was delivered to the needy families in the Shaw's Addition neighborhood. He also wished everyone a safe and Happy Thanksgiving.

Mrs. Freida Bass Prieto of 329 East King Street came before the Commission with the following concerns: (1) Utility bills – she stated some people don't have to pay their utility bill for months and people carry balances and they don't have to pay a penalty. She

stated the City can't treat our utilities like a "mom and pop" operation, this is a business and we should run it like a business. The customers that receive their checks on the 3<sup>rd</sup> should have to pay a penalty as well as anyone else. Ms. Bass-Prieto stated that if the due date needs to be changed the Commission should have staff to evaluate the process to see if that would be accommodating and fair to everyone. She stated that the Commission needs guidelines and set policies have them available for the public. (2) She commended the Fire Department of installing smoke detector in homes. She stated that since the Fire Department assist with cutting the lights off they should be given a portion of the money to purchase more smoke detectors and carbon monoxide detectors.

Ms. Denise Pouncey-Hannah of 714 South 9<sup>th</sup> Street came be the Commission to commend the Fire Chief for his campaign on installing smoke detectors in homes. She stated they save lives.

Mayor asked the Manager to bring back to the Commission the current standard practice of what we are operating regarding cutoffs. The Manager stated he will bring that information

Mayor Elias asked that the ditch on Davis Street that is maintained by the City needs a barrier in place

Mayor Elias thanked Public Works for the City wide clean up.

The Commission agreed to hold a workshop to discuss the Tanyard Creek Rules, Regulations, and Rental and Customer Service guidelines that we currently use regarding cutoff for Monday, December 8, 2014 at 6:00 p.m.

Mayor Elias wished everyone a Happy Thanksgiving.

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

APPROVED:

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Derrick D. Elias, Mayor and  
Presiding Officer of the City Commission  
City of Quincy, Florida

ATTEST:

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

## RESOLUTION No. 1321-2014

### A RESOLUTION GRANTING THE REQUEST OF THE CITY OF QUINCY THE TEMPORARY ROAD CLOSING FOR THE 2014 CHRISTMAS PARADE AND QUINCY MUSIC FEST

**WHEREAS**, the City of Quincy has requested the closing of certain roads for its 2014 Christmas Parade and Quincy Music Fest event to be held on Friday, December 19<sup>th</sup>, 2014; and,

**WHEREAS**, the City of Quincy has determined that said road closings are necessary in order for the 2014 Christmas Parade, and Quincy Music Fest Event to take place as planned and that such use will not interfere with the safe and efficient movement of traffic or cause danger to the public.

**NOW THEREFORE BE IT RESOLVED** by the City Commission of the City of Quincy, Florida, in lawful session assembled, that the City of Quincy does hereby authorize and permit the temporary closing of the following State/County and City Roads; North Madison Street between the intersections of Jefferson Street (Hwy 90) and King Street, North Adams Street between the intersections of Jefferson Street (Hwy 90) and King Street, Washington Street between the intersections of North Madison Street and Ward Street, Monroe Street between the intersections of Jefferson Street (Hwy 90) and Franklin Street, Jackson Street between the intersections of Jefferson Street (Hwy 90) and Franklin Street, Calhoun Street between the intersections of Jefferson Street (Hwy 90) and Franklin Street, and Stewart Street between the intersections of Jefferson Street (Hwy 90) and Franklin Street (Hwy 90). This road closure will be from 4:30p.m. until 11:00p.m. on Friday, December 19<sup>th</sup>, 2014, for its 2014 Christmas Parade and Music Festival event.



**PASSED** in open session of the City Commission of the City of Quincy, Florida  
on the 9th day of December, A.D., 2014

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Derrick D. Elias  
Presiding Officer of the City Commission of the  
City of Quincy, Florida

ATTEST:

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

# THE CITY OF QUINCY POLICE DEPARTMENT

121 East Jefferson Street

Quincy, Florida 32351

Phone: (850) 875-7335

Fax: (850) 627-3979

## PARADE/EVENT PERMIT

NAME OF ORGANIZATION		PERSON IN CHARGE		DATE	
		Gregory Taylor		12/01/2014	
ADDRESS OF ORGANIZATION				TELEPHONE NUMBER	
404 West Jefferson St. Quincy Florida 32351				850-508-4539	
TITLE OF EVENT					
Christmas Parade and Quincy Music Fest Event					
DATE OF EVENT:	ALTERNATE DATE:	START TIME	DURATION OF EVENT	ENDING TIME	
12/19/2014		6:00pm	4 Hours	10:00pm	
EVENT LOCATION OR PARADE ROUTE: (if Permit is for parade, attach map indicating route, starting point and ending point.) :					
The Parade participants will line up at Ward's lot. The Parade will start on Stewart Street traveling east onto Washington Street ending on Madison Street at the Court Yard Square. "Twas The LIGHTS Before Christmas" Music Fest Event will start at the Courtyard Square immediately following the Parade.					
SPECIAL CONDITIONS OR NEEDS: (Any applicable rental fees, clean up fees, Utility fees, or other services required must be approved by the City Manager prior to permit approval.)					
LIABILITY INSURANCE IN THE AMOUNT OF \$1000,000.00 LISTING THE CITY OF QUINCY AS AN ADDITIONAL INSURED, WITH A HOLD HARMLESS AGREEMENT, MUST BE OBTAINED AND ATTACHED TO PERMIT.					
Insurance and Agreement Attached: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Police Chief					
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Mayor					
FDOT Permit: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A					
COMMENTS: <u>This event is sponsored by the City of Quincy, Florida.</u>					

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

850-040-65  
MAINTENANCE  
03/06  
Page 1 of 2

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.  
2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.  
3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION City of Quincy		PERSON IN CHARGE Gregory Taylor		DATE 12/1/14
ADDRESS OF ORGANIZATION 404 W. Jefferson Street Quincy, Florida 32351				TELEPHONE NUMBER 850-508-4539
TITLE OF EVENT 2014 Christmas Parade				
DATE OF EVENT 12/19/14	STARTING TIME OF EVENT 1630 hr (4:30pm)	DURATION OF EVENT (APPROX.) 6.5 hours	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) 2300 hr (11pm)	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) SEE ATTACHED MAP				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS) SEE ATTACHED MAP				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFFS DEPT., FLORIDA HWY. PATROL, ETC.)(INCLUDE PRECINCT NO.) Quincy Police Department				
SPECIAL CONDITIONS				
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING				
LICENSED PYROTECHNICS OPERATOR _____ LICENSE NO. _____				
APPROVAL OF LOCAL FIRE DEPARTMENT _____				
LIABILITY INSURANCE CARRIER _____ POLICY EFFECTIVE DATE _____				
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)				
LENGTH OF COVERAGE _____ DAYS				
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____				
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)				
TYPED NAME AND TITLE (INCLUDE BADGE NO IF APPROPRIATE) Glen Sapp, Interim Chief of Police		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL Michael Wade, Interim City Manager		SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the Department.

Submitted by:	Permittee	Place Corporate
	Signature and Title	Attested

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
District Secretary or Designee

DISTRIBUTION: Original - Permittee  
1st copy - District Maintenance Office  
2nd copy - Local Maintenance Engineer

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: December 9, 2014

Date Submitted: December 4, 2014

To: Honorable Mayor and Members  
of the Commission

From: Mike Wade, Interim City Manager  
Reggie Bell, Interim Public Works Director

Subject: Interlocal Agreement with the Board of County  
Commissioners for Unpaved/Paved Road Maintenance for  
FY 2014/2015

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**Issue:**

This agenda item is regarding a request for approval by the City Commissioners to enter into an interlocal agreement with the county for road maintenance and requires the signature of the Mayor.

**Background:**

For several years the City of Quincy and the County Commissioners have entered into an Interlocal Agreement to cover maintenance on paved and unpaved streets in the City of Quincy. You will find a listing of the streets in Attachment A and the Billing Rate Table in Attachment B.

**Analysis:**

The purpose of the Interlocal Agreement is to provide a mechanism for which the city may request assistance from the county for maintenance services on paved and unpaved streets or other special needs projects. This agreement is similar to last year's agreement with only a couple of changes to Paragraph 10. The phrase "To the greatest extent permitted by law" was added to the second sentence of Paragraph 10. Also, a sentence was added at the end of Paragraph 10 to clarify that neither party intends to waive sovereign immunity. The City attorney has reviewed this agreement.

**Options:**

- Option 1.** Approve the Interlocal Agreement and authorize the Mayor to sign it.
- Option 2.** Provide directions.

**Staff Recommendation:**

**Option 1.** Approve the Interlocal Agreement and authorize the Mayor to sign it.

**Attachments:**

- A. Interlocal Agreement between the City of Quincy and Gadsden County Board of County Commissioners.
- B. Billing Rate Table
- C. Copy of Previous Agreement

INTERLOCAL AGREEMENT  
FOR ROAD MAINTENANCE AND SPECIAL PROJECTS

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter, the "County"), and the City of Quincy, a municipal corporation created and existing under the laws of the State of Florida (hereinafter, the "City").

The City has determined that it may need to request the services of the County to assist with maintenance or special project needs:

It is agreed to by and between the City and the County as follows:

1. During the term of this Agreement, the County, upon the City's request, subject to availability, and in consideration for payment from the City as provided herein, shall perform the maintenance requested by the City on the paved and unpaved roads and streets within the incorporated boundaries of the City, as set forth in Exhibit "A." Maintenance shall include asphalt repair and dirt road grading only. The County shall only perform maintenance at the City's express request, and shall not be responsible for identifying or advising the City of needed maintenance. The County may, in its sole discretion, decline to perform any requested work.
2. The City Manager of the City or his/her authorized designee shall be the agent of the City for administration and implementation of this Agreement, and shall be responsible for making requests for any desired maintenance to the Gadsden County Public Works Department. The County will undertake reasonable efforts to commence and complete the requested work subject to the availability of County equipment, personnel and materials. Such work shall be performed to applicable County standards, unless otherwise agreed in writing between the parties.
3. During the term of this Agreement, should the City desire County assistance with a special project, the City shall provide a written request submitted to the County Administrator. If the County Administrator determines that the requested special project is appropriate for County assistance, the County shall provide a written quotation to the City for the work requested. The written quotation will take into account, in addition to all costs, fees, and expenses, salaries, wages, and overtime. Special projects shall include, but not be limited to, maintenance to athletic fields, ditches, drainage structures, and rights-of-way. If the written quote is approved by the City, then upon receiving written notice of approval, the County will schedule and perform the approved work subject to availability of County equipment, personnel, and materials.
4. As compensation for the maintenance requested by the City, the City shall pay the County based upon services rendered at the rate(s) indicated in Exhibit "B."

5. If the City does not agree with billing fees for work performed, it may contact the County Administrator for resolution of billing disputes. The County Administrator shall have the sole authority to resolve all billing disputes.
6. Should the City be in payment default of more than 30 days, the County Administrator shall cease all work under this Agreement, unless prior payment arrangement has been made and agreed upon between the City and the County.
7. The City acknowledges past and present jurisdiction over and maintenance responsibility for any public property upon which any maintenance is requested or performed pursuant to this Agreement, regardless of current record title ownership of the property. To the extent that the County has not formally granted, donated, dedicated, or otherwise conveyed title to, jurisdiction over, or responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, the County hereby grants, donates, dedicates, releases, remises, and/or quitclaims title to, jurisdiction over, and responsibility for such public property to the City, finding that such conveyance is in the public interest. To the extent that the City has not formally accepted or acknowledged title, jurisdiction, and maintenance responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, approval and execution of this Agreement by the City shall constitute formal acknowledgment and acceptance of such title, jurisdiction, and responsibility. A non-exclusive list of the roads, streets, and public areas for which title, jurisdiction, and maintenance responsibility are, to the extent necessary, hereby formally acknowledged and accepted by the City is attached as Exhibit "A." The foregoing is not an acknowledgement or assertion by the County that the County has or had any title, jurisdiction, or maintenance responsibility for the roads, streets, or other public areas upon which maintenance is requested or performed pursuant to this Agreement, but is a release of any such title, jurisdiction, or maintenance responsibility that the County may have. In entering into and performing any work pursuant to this Agreement, the County is acting solely in its capacity as an independent contractor and is not asserting, taking or exercising custody, control, ownership, or possession of the subject property. The execution of or performance of any work pursuant to this Agreement shall not render the County responsible, in whole or in part, for any past, present, or future maintenance or liability.
8. The agreement remains in effect from the date of execution until September 30, 2015.
9. Either party may terminate this Agreement in total, with or without cause, by providing 30 days' written notice of its intent to terminate. In the event of termination, the City shall continue to be responsible for payment of all amounts due for work performed during the term of this Agreement.
10. The City expressly recognizes and acknowledges that it is solely responsible for the streets, roads, and other public areas within and under its jurisdiction which are the subject of this Agreement, and the County shall have no liability or responsibility for any damages or injury which may occur on or be related to the streets, roads, and other public areas within and under the City's jurisdiction which are the subject 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 enforcing a claim due to an injury or damage allegedly occurring on or related to the streets, roads, or other public areas within and under the City's jurisdiction which are the subject of this Agreement. 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, the City and the County do not intend to waive and do not waive any sovereign immunity rights that they possess.

11. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. 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 party.

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

ATTEST:

**CITY OF QUINCY, FLORIDA**

By: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, CITY CLERK \_\_\_\_\_, MAYOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, CITY ATTORNEY

ATTEST:

**GADSDEN COUNTY, FLORIDA, by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS**

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

NICHOLAS THOMAS, CLERK

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

BRENDA HOLT, CHAIRPERSON

APPROVED AS TO FORM:

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

DAVID WEISS, COUNTY ATTORNEY

## ATTACHMENT A

The following are paved and unpaved streets in the City of Quincy, Florida that are to be covered by the Inter-Local Agreement between the City of Quincy and Gadsden County Board of County Commissioners.

Eleventh Street  
Fletcher Drive  
GF&A Drive  
Green Street  
Kent Street  
Orlando Street  
Valley Drive

Attachment B  
Billing Rate Table

Road Scraping (Basis for Hourly Rate)

	<u>Duration</u>	<u>Item</u>	<u>Hourly Rate</u>	<u>Fringes</u>	<u>Total</u>
1	15 mins	Secretary	\$14.70	51.79%	\$ 5.58
2	15 mins	Billing - Office Manager	\$19.10	51.79%	\$ 7.25
3	10 mins	Operations Supervisor	\$20.98	51.79%	\$ 5.31
4	1 hour	Grader Operator	\$16.17	51.79%	\$ 24.54
	1 hour	Grader	\$22.00		\$ 22.00
	1 hour	Fuel	\$61.49		\$ 16.49
	1 hour	Insurance	\$0.80		\$ 0.80
					\$ 81.97
Contingency to cover unexpected damages					\$ 8.03
					\$ 90.00
Estimated hourly cost for providing work related to scraping roads					\$ 90.00

Other Materials & Services (per ton)

	<u>Costs</u>
Cost of #57 Rock per ton	\$ 21.00
Cost of Crushed Concrete per ton	\$ 12.00
Cost of Granite Rock	\$ 37.25
Cost of Limerock per ton	\$ 12.00
Cost of Millings per ton	\$ 16.75
Cost of Sand per ton	\$ 5.34
Cost of Sandy Clay per ton	\$ 8.75
Cost of Shellrock per ton	\$ 10.00
Cost of Top Soil per ton	\$ 16.25

Equipment & Operators (per hour)

Cost of Back Hoe per hour w/Operator	\$ 45.00
Cost of Boom Mower per hour w/Operator	\$ 75.00
Cost of Dump Truck per hour w/Operator	\$ 45.00
Cost of Excavator/ditch cleaning (Gradall) per hour w/Operator	\$ 75.00
Cost of Front End Loader per hour w/Operator	\$ 50.00
Cost of Grabber Truck per hour w/Operator	\$ 45.00
Cost of Grader w/Operator	\$ 45.00
Cost of Grader w/side arm (sloper) & Operator	\$ 50.00
Cost of Inmate Van per hour w/Supervisor	\$ 45.00
Cost of Jetter Truck per hour w/Operator	\$ 150.00
Cost of Maintenance Worker I per hour	\$ 9.86
Cost of Roller w/Operator	\$ 50.00
Cost of Small Tractor per hour w/Operator	\$ 25.00
Cost of Sweeper w/Operator	\$ 30.00
Cost of Track Hoe per hour w/Operator	\$ 75.00
Cost of Tractor per hour w/Operator	\$ 50.00
Cost of Tractor w/Tiller per hour w/Operator	\$ 45.00



RECEIVED  
DATE 10/14/13  
CITY MANAGER'S OFFICE

COMMISSIONERS:  
ERIC F. HINSON  
District 1  
DOUGLAS M. CROLEY  
District 2  
GENE MORGAN  
District 3  
BRENDA A. HOLT  
District 4  
SHERRIE D. TAYLOR  
District 5

GADSDEN COUNTY  
Board of County Commissioners  
DEPARTMENT OF PUBLIC WORKS

ROBERT M. PRESNELL  
County Administrator

CURTIS P. YOUNG  
Director

**INFORMATION ONLY**

October 7, 2013

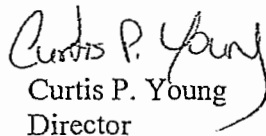
Mr. Jack McLean, City Manager  
City of Quincy  
121 E. Jefferson Street  
Quincy, FL 32354

Dear Mr. McLean,

Enclosed is the Interlocal Agreement for unpaved/paved road maintenance for FY 2013/2014. This Agreement has already been approved by the Board of County Commissioners and needs your signature for processing.

If you have any concerns, questions or changes, please contact me at your earliest convenience.

Sincerely,

  
Curtis P. Young  
Director

INTERLOCAL AGREEMENT

**INFORMATION ONLY**

This AGREEMENT is entered into this 22nd day of October 2013, by and between Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter, the "County"), and the City of Quincy, a municipality within the County of Gadsden (hereinafter, the "City").

The City has determined that it may need to request the services of the County to assist with maintenance or special project needs:

It is agreed to by and between the City and the County as follows:

1. During the term of this Agreement, the County, upon the City's request, subject to availability, and in consideration for payment from the City as provided herein, shall perform the maintenance requested by the City on the paved and unpaved roads and streets within the incorporated boundaries of the City, as set forth in Exhibit "A." Maintenance shall include asphalt repair and dirt road grading only. The County shall only perform maintenance at the City's express request, and shall not be responsible for identifying or advising the City of needed maintenance. The County may, in its sole discretion, decline to perform any requested work.
2. The City Manger of the City or his/her authorized designee shall be the agent of the City for administration and implementation of this Agreement, and shall be responsible for making requests for any desired maintenance to the Gadsden County Public Works Department. The County will undertake reasonable efforts to commence and complete the requested work subject to the availability of County equipment, personnel and materials. Such work shall be performed to applicable County standards, unless otherwise agreed in writing between the parties.
3. During the term of this Agreement, should the City desire County assistance with a special project, the City shall provide a written request submitted to the County Administrator. If the County Administrator determines that the requested special project is appropriate for County assistance, the County shall provide a written quotation to the City for the work requested. The written quotation will take into account, in addition to all costs, fees, and expenses, salaries, wages, and overtime. Special projects shall include, but not be limited to, maintenance to athletic fields, ditches, drainage structures, and rights-of-way. If the written quote is approved by the City, then upon receiving written notice of approval, the County will schedule and perform the approved work subject to availability of County equipment, personnel, and materials.
4. As compensation for the maintenance requested by the City, the City shall pay the County based upon services rendered at the rate(s) indicated in Exhibit "B."

5. If the City does not agree with billing fees for work performed, it may contact the County Administrator for resolution of billing disputes. The County Administrator shall have the sole authority to resolve all billing disputes.
6. Should the City be in payment default of more than 30 days, the County Administrator shall cease all work under this Agreement, unless prior payment arrangement has been made and agreed upon between the City and the County.
7. The City acknowledges past and present jurisdiction over and maintenance responsibility for any public property upon which any maintenance is requested or performed pursuant to this Agreement, regardless of current record title ownership of the property. To the extent that the County has not formally granted, donated, dedicated, or otherwise conveyed title to, jurisdiction over, or responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, the County hereby grants, donates, dedicates, releases, remises, and/or quitclaims title to, jurisdiction over, and responsibility for such public property to the City, finding that such conveyance is in the public interest. To the extent that the City has not formally accepted or acknowledged title, jurisdiction, and maintenance responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, approval and execution of this Agreement by the City shall constitute formal acknowledgment and acceptance of such title, jurisdiction, and responsibility. A non-exclusive list of the roads, streets, and public areas for which title, jurisdiction, and maintenance responsibility are, to the extent necessary, hereby formally acknowledged and accepted by the City is attached as Exhibit "A." The foregoing is not an acknowledgement or assertion by the County that the County has or had any title, jurisdiction, or maintenance responsibility for the roads, streets, or other public areas upon which maintenance is requested or performed pursuant to this Agreement, but is a release of any such title, jurisdiction, or maintenance responsibility that the County may have. In entering into and performing any work pursuant to this Agreement, the County is acting solely in its capacity as an independent contractor and is not asserting, taking or exercising custody, control, ownership, or possession of the subject property. The execution of or performance of any work pursuant to this Agreement shall not render the County responsible, in whole or in part, for any past, present, or future maintenance or liability.
8. The agreement remains in effect from the date of execution until September 30, 2014.
9. Either party may terminate this Agreement in total, with or without cause, by providing 30 days' written notice of its intent to terminate. In the event of termination, the City shall continue to be responsible for payment of all amounts due for work performed during the term of this Agreement.
10. The City expressly recognizes and acknowledges that it is solely responsible for the streets, roads, and other public areas within and under its jurisdiction which are the subject of this Agreement, and the County shall have no liability or responsibility for any damages or injury which may occur on or be related to the streets, roads, and other public areas within and under the City's jurisdiction which are the subject of this Agreement.

**INFORMATION ONLY**

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 enforcing a claim due to an injury or damage allegedly occurring on or related to the streets, roads, or other public areas within and under the City's jurisdiction which are the subject of this Agreement.

- 11. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. 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 party.

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

ATTEST:

CITY OF QUINCY, FLORIDA

By: Sylvia Hicks  
Sylvia Hicks, CITY CLERK

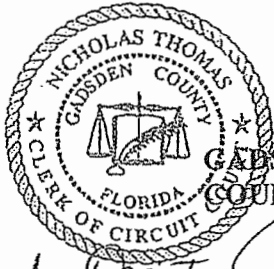
By: Keith A. Dowdell  
Keith A. Dowdell, MAYOR

APPROVED AS TO FORM:

By: Jerome Miller  
Jerome Miller, CITY ATTORNEY



**INFORMATION ONLY**



ATTEST:

GADSDEN COUNTY, FLORIDA BOARD OF  
COUNTY COMMISSIONERS

By: *Nicholas Thomas*  
NICHOLAS THOMAS, CLERK

By: *Douglas Croley*  
DOUGLAS CROLEY, CHAIR

APPROVED AS TO FORM:

By: *Deborah S. Minnis*  
DEBORAH S. MINNIS, COUNTY ATTORNEY

ATTACHMENT A

The following are paved and unpaved streets in the City of Quincy, Florida that are to be covered by the Inter-Local Agreement between the City of Quincy and Gadsden County Board of County Commissioners.

Eleventh Street  
Fletcher Drive  
GF&A Drive  
Green Street  
Kent Street  
Orlando Street  
Valley Drive

Attachment B  
Billing Rate Table

**INFORMATION ONLY**

Road Scraping (Basis for Hourly Rate)

	<u>Duration</u>	<u>Item</u>	<u>Hourly Rate</u>	<u>Fringes</u>	<u>Total</u>
1	15 mins	Secretary	\$14.70	51.79%	\$ 5.58
2	15 mins	Billing - Office Manager	\$19.10	51.79%	\$ 7.25
3	10 mins	Operations Supervisor	\$20.98	51.79%	\$ 5.31
4	1 hour	Grader Operator	\$16.17	51.79%	\$ 24.54
	1 hour	Grader	\$22.00		\$ 22.00
	1 hour	Fuel	\$61.49		\$ 16.49
	1 hour	Insurance	\$0.80		\$ 0.80
					-----
					\$ 81.97
Contingency to cover unexpected damages					\$ 8.03
					-----
Estimated hourly cost for providing work related to scraping roads					<b>\$ 90.00</b>

Other Materials & Services (per ton)

	<u>Costs</u>
Cost of #57 Rock per ton	\$ 21.00
Cost of Crushed Concrete per ton	\$ 12.00
Cost of Granite Rock	\$ 37.25
Cost of Limerock per ton	\$ 12.00
Cost of Millings per ton	\$ 16.75
Cost of Sand per ton	\$ 5.34
Cost of Sandy Clay per ton	\$ 8.75
Cost of Shellrock per ton	\$ 10.00
Cost of Top Soil per ton	\$ 16.25

Equipment & Operators (per hour)

Cost of Back Hoe per hour w/Operator	\$ 45.00
Cost of Boom Mower per hour w/Operator	\$ 75.00
Cost of Dump Truck per hour w/Operator	\$ 45.00
Cost of Excavator/ditch cleaning (Gradall) per hour w/Operator	\$ 75.00
Cost of Front-End Loader per hour w/Operator	\$ 50.00
Cost of Grabber Truck per hour w/Operator	\$ 45.00
Cost of Grader w/Operator	\$ 45.00
Cost of Grader w/side arm (sloper) & Operator	\$ 50.00
Cost of Inmate Van per hour w/Supervisor	\$ 45.00
Cost of Jetter Truck per hour w/Operator	\$ 150.00
Cost of Maintenance Worker I per hour	\$ 9.86
Cost of Roller w/Operator	\$ 50.00
Cost of Small Tractor per hour w/Operator	\$ 25.00
Cost of Sweeper w/Operator	\$ 30.00
Cost of Track Hoe per hour w/Operator	\$ 75.00
Cost of Tractor per hour w/Operator	\$ 50.00
Cost of Tractor w/Tiller per hour w/Operator	\$ 45.00

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

MEETING DATE: December 9, 2014

DATE OF REQUEST: December 4, 2014

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, Manager, City of Quincy  
Bernard O. Piawah, Director, Building and Planning

SUBJECT: Update on Quincy-Byrd Landfill Cell 9 Closure

---

**Statement of Issue**

On July 22, 2014, an agenda item was presented to the Commission outlining the proposal for closing Cell 9 of Quincy Byrd Landfill, and the result of the discussions that staff was having with the DEP to effectuate the closure of Cell 9 as a land clearing and debris landfill. This is because, while Cell 9 was approved as a Class III landfill to be used for the disposal of household wastes, it was not used as such; it was used instead for the disposal of yard debris. The DEP had agreed with staff that the City could close Cell 9 as a yard debris landfill provided it can be proven that the waste that was buried at the site was actually yard debris. This agenda item is intended to update the Commission regarding the City's effort to accomplish this.

Test pits were dug at Cell 9 and the waste excavated. The result of the test showed that the City had, indeed, buried yard debris at Cell 9 (only two test pits showed materials that included particle boards). The test results were forwarded to the DEP by Trinity, Inc. on August 14, 2014 and the agency accepted the results immediately and responded with a letter to the City agreeing that Cell 9 should be closed as a yard debris pit. (See Attachments 1 and 2 for the test results and the DEP's letter to the City).

**Cost Savings to the City:**

According to Trinity, Inc., the cost savings to the City due to the DEP agreeing that Cell 9 should be closed as a yard debris pit would fall within the range of \$500,000 to \$1,000,000.00. (See Attachment 3 for Trinity's estimated cost savings).

Attachments:

Attachment 1: Test result of the excavation  
Attachment 2: The DEP's response to the City  
Attachment 3: Trinity's estimated cost savings  
Attachment 4: Agenda Item of July 22, 2014

August 14, 2014

Ms. Dawn Templin, P.E.  
Florida Department of Environmental Protection  
160 Governmental Center  
Pensacola, FL 32501

RE: Cell 9 Test Pits  
Quincy-Byrd Landfill  
Gadsden County, Florida

Dear Ms. Templin:

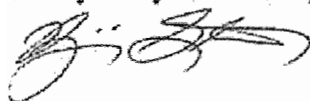
Trinity Analysis & Development Corp. (TRINITY) documented the excavation of four test pits within Cell 9 (Figure 1) at Quincy-Byrd Landfill on August 11, 2014. Cell 9 is a Class III lined cell, however reportedly only received land clearing debris (LCD) material. The purpose of the excavation was to verify materials disposed of in Cell 9.

The City of Quincy's operator excavated four test pits, each to approximately 15 feet below land surface (bls) (Figure 1). During the excavations, TRINITY personnel observed leaves, tree limbs, plastic bags containing leaf litter, and a small amount of wooden particle board in each test pit (Photographic Log). The wooden particle board was found in each test pit at a depth of approximately 10 feet bls. It had a laminate surface and appeared to be the wooden portion of classroom desks. No metal components were discovered in any of the test pits, so the desks were most likely stripped prior to being accepted as waste. A single used oil filter was discovered within the contents of Test Pit 2. Significant rainfall occurred prior to and during the excavations, therefore water was observed in all four test pits.

We believe the contents of the test pits support the City of Quincy's assertion that Cell 9 was used for disposal of LCD and propose that the City of Quincy be allowed to close Cell 9 as a LCD pit.

If you should have any questions or require additional information, please do not hesitate to call me at (850) 613-6800.

Sincerely,  
Trinity Analysis & Development Corp.



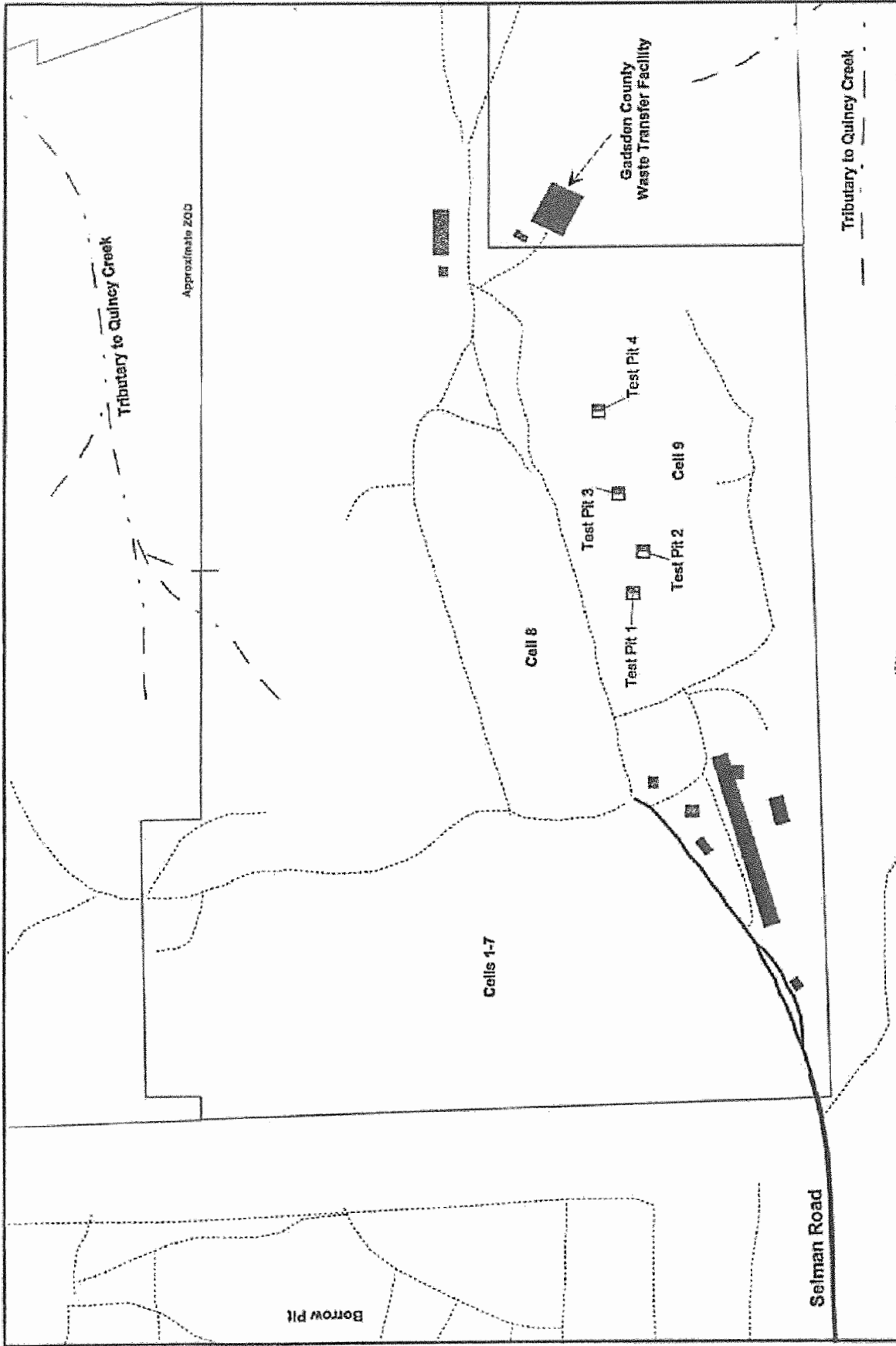
Benjamin Stewart  
Geologist

Cc: Mr. Bernard O. Piawah, Director, Building and Planning Department

Enclosures: Figure 1 Test Pit Locations  
Attachment A Photographic Log



## Distribution List

<u>Recipient</u>	<u>Electronic Copies (Email)</u>
Ms. Dawn Templin, P.E. Florida Department of Environmental Protection 160 Governmental Center Pensacola, FL 32501	1
Mr. Bernard O. Piawah Director of Building and Planning City of Quincy 404 W. Jefferson Street Quincy, Florida 32351	1
Trinity Analysis & Development Corp. 1002 N. Eglin Parkway Shalimar, FL 32579	1



**FIGURE 1**  
**CELL 9 TEST PITS**  
**QUINCY-BYRD LANDFILL**  
 August 11, 2014  
 City of Quincy, Gadsden Co., FL.

 Test Pit Locations



## Site Photographs



Photograph #1  
Contents of Test Pit 1.



Photo #2  
Test Pit 1 contained leaves, tree limbs, and a small amount of particle board.



Photo #3  
Test Pit 1 measured 14 feet in length, 4 feet in width, and was 15 feet deep. Water was observed in the test pit. Significant rainfall occurred prior to and during the excavations.



Photo #4  
Contents of Test Pit 2.

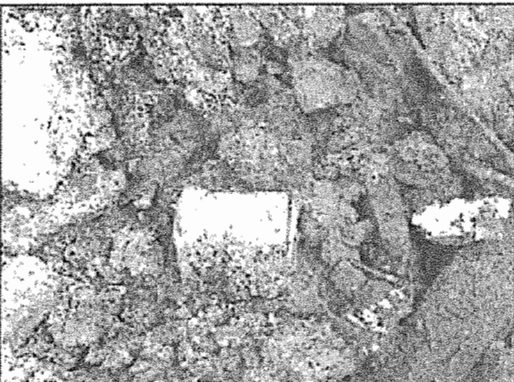


Photo #5  
Test Pit 2 contained leaves, tree limbs, a small amount of particle board, and one used oil filter.

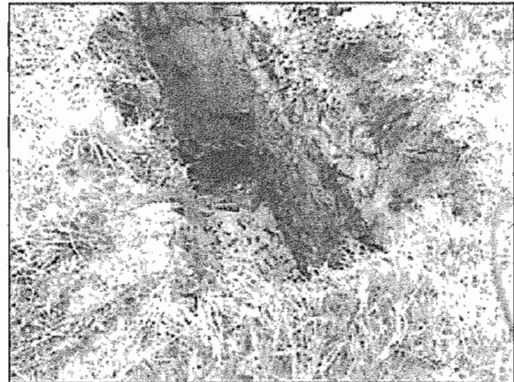


Photo #6  
Test Pit 2 measured 14 feet in length, 4 feet in width, and was 15 feet deep. Water was observed in the test pit. Significant rainfall occurred prior to and during the excavations.

## Site Photographs



Photo #7  
Contents of Test Pit 3.



Photo #8  
Test Pit 3 contained leaves, tree limbs, and a small amount of particle board.



Photo #9  
Test Pit 3 measured 13 feet in length, 4 feet in width, and was 15 feet deep. Water was observed in the test pit. Significant rainfall occurred prior to and during the excavations.



Photo #10  
Contents of Test Pit 4.

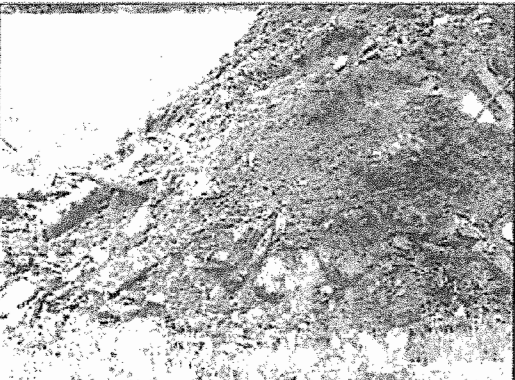


Photo #11  
Test Pit 4 contained leaves, tree limbs, and a small amount of particle board.

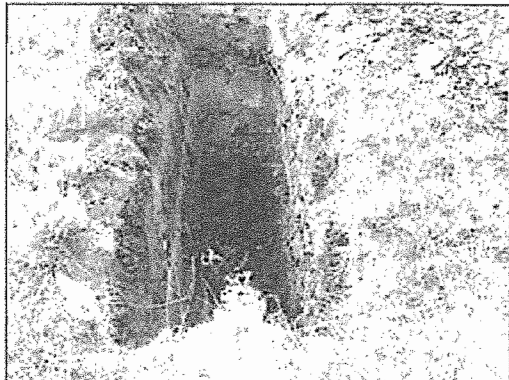
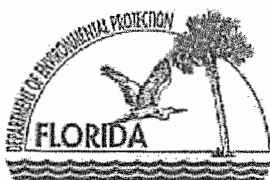


Photo #12  
Test Pit 4 measured 13 feet in length, 4 feet in width, and was 15 feet deep. Water was observed in the test pit. Significant rainfall occurred prior to and during the excavations.

ATTACHMENT 2



Florida Department of  
Environmental Protection

Northwest District  
160 W. Government Street  
Pensacola, Florida 32502

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

August 14, 2014

Sent via e-mail to:  
[ebanks@myquincy.net](mailto:ebanks@myquincy.net)

Mr. Earl Banks  
Director of Public Works  
City of Quincy  
404 West Jefferson Street  
Quincy, Florida 32351

Dear Mr. Banks:

The Department of Environmental Protection (Department) has reviewed the Cell 9 Test Pit Report for Quincy Byrd Landfill (DEP File No. 0127121-003-SF; Facility Identification No. 5729) located 1.5 miles north of U.S. 90 on Selman Road, Quincy, Gadsden County. The report was submitted by Trinity Analysis and Development Corp., and was received by the Department on August 14, 2014.

Based on the report submitted, it appears Cell 9 only received land clearing and yard trash debris. The City may close this cell as a land clearing debris disposal facility, as discussed in the enclosed review memorandum from Dawn Templin, P.E.

You can view this and other documents for the facility in the OCULUS database at the following link:

[http://appprod.dep.state.fl.us/WWW\\_WACS/REPORTS/SW\\_Facility\\_Docs.asp?wacsid=5729](http://appprod.dep.state.fl.us/WWW_WACS/REPORTS/SW_Facility_Docs.asp?wacsid=5729)

If you have any questions, please contact Dawn Templin, P.E., by phone at 850-595-0644 or by e-mail at [dawn.templin@dep.state.fl.us](mailto:dawn.templin@dep.state.fl.us).

Sincerely,

A handwritten signature in black ink, appearing to read 'JCH' followed by a stylized flourish.

J. Charles Harp  
Program Administrator  
Waste Management/Air Resources

JCH/dt/m

Enclosure: August 14, 2014 review memorandum

c: Bernard O. Piawah, PhD., City of Quincy, [bopiawah@myquincy.net](mailto:bopiawah@myquincy.net)  
Jonathan Kramer, Trinity ADC, [jkramer@trinityadc.com](mailto:jkramer@trinityadc.com)  
Benjamin Stewart, Trinity ADC, [bstewart@trinityadc.com](mailto:bstewart@trinityadc.com)  
Richard Tedder, P.E., FDEP, Solid Waste Management-Tallahassee, [Richard.tedder@dep.state.fl.us](mailto:Richard.tedder@dep.state.fl.us)  
Charlotte Cope, FDEP, Permitting Specialist, [charlotte.a.cope@dep.state.fl.us](mailto:charlotte.a.cope@dep.state.fl.us)

# Florida Department of Environmental Protection

## Memorandum

---

To: J. Charles Harp  
Waste/Air Program Administrator

From: Dawn Templin, P.E. DT  
Solid Waste Engineer

Date: August 14, 2014

Subject: Quincy-Byrd Landfill  
Cell 9-Test Pit Investigation Report

I have reviewed the Quincy Byrd Landfill Cell 9 Test Pit Investigation Report. The purpose of the report was to determine whether Cell 9 only accepted land clearing and yard trash debris. The report was prepared and submitted by Trinity Analysis and Development Corp., and was received by the Department on August 14, 2014.

The City of Quincy owns and has operated the Quincy Byrd Landfill. Based on the limited records available in the Department office, Cell 9 appears to have been constructed between 1990 and 1993. It was originally constructed as a Class I solid waste cell with an HDPE liner. In 1993, the City requested, and the Department approved the cell to be changed from a Class I cell to a Class III cell.

In a meeting held on November 7, 2013, the Department, the City and the City's consultants discussed closure of this cell as part of the upcoming permit renewal. The City of Quincy is located in Gadsden County and is considered a rural area of critical economic concern. Closure of a Class III cell would be a financial burden to the City, as a geomembrane liner would be required as part of the closure design. The City wanted a more economical way to close the cell.

Although the cell was re-designated as a Class III cell, City personnel stated only land clearing debris (LCD) and yard trash (YT) were placed in the cell. The City has requested that since only LCD and YT were disposed of in cell 9, they would like to close it in accordance with LCD/YT requirements which includes two feet of soil with the top 6 inches capable of supporting vegetative growth. Several phone calls and emails were exchanged between Richard Tedder, P.E. (Solid Waste Administrator-Tallahassee) and myself to determine if this was possible. It was determined that if reasonable assurance could be provided verifying that only LCD and YT were disposed of in the cell, the cell could be closed as an LCD facility.

Because this cell is lined, closing it with only a solid cap would allow stormwater to infiltrate through the cap and build up on the liner. It was decided that if assurances are provided that only LCD and YT were disposed of in the cell, the liner could be punctured to prevent the infiltrated stormwater to build up on the bottom liner. It should be noted that Chapter 62-701, F.A.C., does not require liners for LCD and YT disposal.

It was agreed that in order to provide the required assurance that only LCD and YT were disposed was to dig several test pits within the cells. Four test pits were dug on August 11, 2014. The report provided the locations of the test pits and appear to be placed in locations across the cell that will give a good representation of what has been disposed of. Cell 9 is approximately

5.4 acres and has a depth between approximately 16 and 22 feet deep based on previous permit drawings. Test Pits 1 and 2 were four feet wide, 14 feet long and dug to 15 feet deep. Test Pits 3 and 4 were four feet wide, 13 feet long and dug to 15 feet deep. The report provided photographs of the material removed and the test pit. The test pits contained leaves, tree limbs and a small amount of particle board. One test pit had one used oil filter that was most likely inadvertently accepted with a LCD or YT load. No other types of waste was observed. The photos of the side walls of the test pits also appeared to be only LCD and YT materials.

Based on discussions with City staff and material found in the test pits, it appears only land clearing and yard trash debris was disposed of in Cell 9. I have no objection to the cell being closed as a LCD cell and puncturing the bottom liner.

### ATTACHMENT 3

**Bernard O. Piawah**

---

**From:** Jonathan Kramer <jkramer@trinityadc.com>  
**Sent:** Friday, August 15, 2014 11:05 AM  
**To:** Bernard O. Piawah  
**Cc:** Tony Schmucker; Parks Medlock; Jeff Brown  
**Subject:** RE: DATE CORRECTION: Quincy Byrd Landfill - review of Cell 9 Test Pit Report

Bernard,

That is great news. Trinity is pleased that we could assist the City of Quincy with Cell 9. I'm sure the City is pleased with the cost savings of closing Cell 9 as land clearing debris as opposed to a Class III landfill. I have attached a link that discusses the cost per acre for closing a Class I landfill. I conservatively estimate that the cost savings to the City of Quincy range from \$500,000 to \$1,000,000. Please thank Mr. Wade and the City Commission for the opportunity to assist. Before any additional closure activities are initiated at Cell 9 I would like an opportunity to discuss the matter. Please call if there are any questions.

[http://www.mswmanagement.com/MSW/Editorial/Landfill Economics Part III Closing Up Shop\\_1504.aspx](http://www.mswmanagement.com/MSW/Editorial/Landfill_Economics_Part_III_Closing_Up_Shop_1504.aspx)

Jonathan Kramer  
Geologist

**TRINITY Analysis & Development Corp.**  
1002 N. Eglin Parkway  
Shalimar, Florida 32579  
Phone: 850-613-6800, Ext. 109  
Mobile: 850-803-0009  
Webpage: [www.trinityadc.com](http://www.trinityadc.com)

---

**From:** Bernard O. Piawah [<mailto:bopiawah@myquincy.net>]  
**Sent:** Thursday, August 14, 2014 4:41 PM  
**To:** epost\_nwdwasteAir (Shared Mailbox); Earl Banks  
**Cc:** Jonathan Kramer; Ben Stewart; Tedder, Richard; Cope, Charlotte A.  
**Subject:** RE: DATE CORRECTION: Quincy Byrd Landfill - review of Cell 9 Test Pit Report

I thank all of you who worked on this proposal. The City would move expeditiously to close the landfill as a yard debris pit.

Bye for now.

Bernard O. Piawah  
850-618-0030; ext. 6677

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**From:** epost\_nwdwasteAir (Shared Mailbox) [[mailto:epost\\_nwdwasteAir@dep.state.fl.us](mailto:epost_nwdwasteAir@dep.state.fl.us)]  
**Sent:** Thursday, August 14, 2014 5:27 PM  
**To:** Earl Banks  
**Cc:** Bernard O. Piawah; Jonathan Kramer, Trinity ADC,; Benjamin Stewart, Trinity ADC,; Tedder, Richard; Cope, Charlotte A.  
**Subject:** DATE CORRECTION: Quincy Byrd Landfill - review of Cell 9 Test Pit Report

*Please see the attached corrected document. The corrections are attached and the final version is 8/15/2014*

From: epost\_nwdwasteAir (Shared Mailbox)

Sent: Thursday, August 14, 2014 4:04 PM

To: 'ebanks@myquincy.net'

Cc: 'bopiawah@myquincy.net'; 'Jonathan Kramer, Trinity ADC,'; 'Benjamin Stewart, Trinity ADC,'; Tedder, Richard; Cope, Charlotte A.

Subject: Quincy Byrd Landfill - review of Cell 9 Test Pit Report

In an effort to provide a more efficient service, the Florida Department of Environmental Protection's Northwest District Waste Management/Air Resources Program is forwarding the attached document to you by electronic correspondence "e-correspondence" in lieu of a hard copy through the normal postal service.

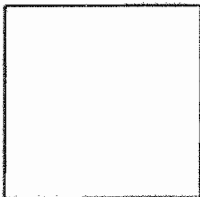
We ask that you verify receipt of this document by sending a "reply" message to [epost\\_nwdwasteair@dep.state.fl.us](mailto:epost_nwdwasteair@dep.state.fl.us)

The attached document is in "pdf" format and will require Adobe Reader 6 or later, to open properly. Contact [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html) <<http://www.adobe.com/products/acrobat/readstep2.html>> to download a free copy. Please note that our documents are sent virus free. However, if you use Norton Anti-virus software, a warning may appear when attempting to open the document. Please disregard this warning.

Thank you.

J. Charles Harp  
Program Administrator  
Waste Management/Air Resources  
Northwest District, Department of  
Environmental Protection

Email address: [epost\\_nwdwasteair@dep.state.fl.us](mailto:epost_nwdwasteair@dep.state.fl.us)



**ATTACHMENT 4**

**CITY OF QUINCY**

**CITY COMMISSION AGENDA REQUEST**

MEETING DATE: July 22, 2014  
DATE OF REQUEST: July 16, 2014  
TO: Honorable Mayor and Members of the City Commission  
FROM: Mike Wade, Manager, City of Quincy  
Bernard O. Piawah, Director, Building and Planning  
SUBJECT: Quincy-Byrd Landfill Cell 9 Closure

---

**Statement of Issue**

This is a request for the Commission's permission to sign the attached contract from Trinity, Inc., to prepare Byrd Landfill permit renewal and Cell 9 Closure application to FDEP. On January 28 an agenda item was presented to the Commission about discussions that the City's staff was having with FDEP regarding the closure of Cell 9 as a land clearing and debris landfill. This is because, while Cell 9 was approved as a Class III landfill to be used for the disposal of household wastes, it was not used as such; it was used instead for the disposal of yard debris. Giving the high expense of closing Cell 9 as a Class III landfill, the City's staff approached DEP asking for alternative methods for closing Cell 9 that will be less expensive. In response, DEP agreed that the City could close Cell 9 as a yard debris landfill provided it can be proven that the waste that was buried at the site was actually yard debris. The attached contract for \$10,110.44 covers Trinity's cost of supervising the excavation of the waste, writing the report and putting together the requisite application for permit renewal. If Cell 9 is determined to contain Class III waste then the cost estimates for the closure of Cell 9 and permit renewal stated above will no longer be applicable and Trinity will send a revised quote.

**Background**

Byrd Landfill consists of 11 cells approved under multiple permits. Cells 1 through 9 were approved under a single permit (Permit Number 0127121-003-SF; FDEP ID No. 5729) as Class III landfills for the disposal of household wastes. Cells 10 and 11 were approved under General Permit provision (Permit Number 127121-004-SO; ID No. 5729) for land clearing and debris disposal. While Cells 1 through 8 were used as