



City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



**Monday,
December 12, 2016
6:00 PM**

City Hall Commission Chambers

City Commission

Derrick Elias, Mayor (Commissioner District Three)

Andy Gay, Mayor Pro-Tem (Commissioner District Four)

Angela Sapp (Commissioner District Two)

Daniel McMillan (Commissioner District Five)

AGENDA FOR THE REGULAR MEETING
OF THE CITY COMMISSION OF
QUINCY, FLORIDA
Monday~December 12, 2016
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

Proclamations

Public Hearings and Ordinances as scheduled or agendaed

1. Ordinance No. 1086-2016 Police and Firefighters Pension on Second Reading
(Mike Wade, City Manager; Scott Shirley, City Attorney)

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

Resolutions

Reports by Boards and Committees

Reports, requests and communications by the City Manager

2. Approval of a Daycare at 1131 Live Oak Street
(Mike Wade, City Manager; Bernard Piawah, Building and Planning Director)
3. 2016 Garbage Rate Adjustment
(Mike Wade, City Manager; Ted Beason, Finance Director)
4. Contract with Trinity for Landfill Testing
(Mike Wade, City Manager; Ted Beason, Finance Director)

5. Fire Department Reports

- Monthly Activity Report
- District Calls

(Mike Wade, City Manager; Curtis Bridges, Fire Chief)

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

Comments

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

Comments from the Audience

Adjournment

*Items(s) Not in Agenda Packet

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

Persons with disabilities who require assistance to participate in City meetings are request to notify the City Clerk's Office at (850) 618-0020 in advance.

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: December 12, 2016
Date Submitted: December 8, 2016
To: Honorable Mayor and Members of the City Commission
From: Mike Wade, City Manager
Scott Shirley, City Attorney
Subject: Police and Firefighter Pension Plan
Second Reading of Ordinance 1086-2016

STATEMENT OF ISSUE:

This item seeks commission approval of Ordinance 1086-2016 Police and Firefighter Pension Plan on second reading. This ordinance was approved on first reading at the November 22, 2016 regular City of Quincy City Commission meeting.

Recommendation:

It is recommended that the Commission approve Ordinance 1086-2016 Police and Firefighter Pension Plan on second reading.

Options:

Option 1: I move to approve Ordinance 1086 -2016 on second reading.

Option 2: Do not approve Ordinance 1086 -2016 on second reading.

Staff Recommendation:

Option 1

Attachments:

A: Copy of agenda Item as presented on November 22, 2016 for 1st reading

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: November 22, 2016

Date Submitted: November 18, 2016

To: Honorable Mayor and Members of the City Commission

From: Mike Wade, City Manager
Scott Shirley, City Attorney

Subject: Police and Firefighter Pension Plan
First Reading of Ordinance 1086-2016

STATEMENT OF ISSUE:

1. **Proposed Ordinance 1086-2016.** The City of Quincy adopted a Retirement Plan for Police Officers and Firefighters (“Plan”), codified at Chapter 54, Article III, of the Code of Ordinances, maintained in accordance with FS Chapters 175 and 185, which statutes were amended in 2015. The attached ordinance (i) will allow the Plan to remain in compliance with FS Chapters 175 and 185, as needed for the Plan to continue to be eligible for funding with insurance premium tax dollars; (ii) has been approved by the Plan Board of Trustees; and, (iii) will not affect the City’s funding obligations. The Plan actuary reviewed the proposed ordinance and confirmed its lack of actuarial impact. It is recommended that the City adopt this ordinance to the Retirement Plan for Police Officers and Firefighters.

Lowell Walters, Esq., the City’s counsel on pension matters who authored the initial draft of Proposed Ordinance 1086-2016, creating Section 54-65 (“Share Plan Benefit”), advises that a “share plan” is a set of individual accounts within a defined benefit plan that is generally used as a mechanism for sharing a portion of insurance premium tax revenues with participants. Each Eligible Employee receives a “share” of the excess insurance premium tax dollars. The City is required to establish such accounts, within the Plan or as a separate plan, and to set the funding level. The proposed ordinance sets the funding level at zero. It is expected that this level may only change pursuant to a future amendment.

Accompanying the proposed ordinance is an “actuarial impact letter,” as required when a change to the Plan is made which might have an impact on the assumptions for

determining funding requirements. The Plan actuary, Mr. Douglas Lozen, reviewed the proposed ordinance and determined that the Ordinance will have no impact on the assumptions used in determining the funding requirements of the program.

CONCLUSION:

- 1. **Proposed Ordinance 1086-2016.** It is recommend that the City Commission approve Ordinance 1086 -2016 (Exhibit "A") on first reading and authorize the ordinance to be brought back to the City Commission for second reading at an advertised public hearing.

OPTIONS:

- 1. **Proposed Ordinance 1086-2016.**

Option 1:

I move to approve Ordinance 1086 -2016 on first reading and authorize the ordinance to be brought back to the City Commission for second reading at an advertised public hearing.

Option 2:

Do not approve Ordinance 1086 -2016 on first reading.

STAFF RECOMMENDATION:

Option 1.

Attachments:

- A: Ordinance 1086 -2016, amending the City of Quincy Police and Firefighter Pension Fund creating Code of Ordinances Section 54-65 Share Plan Benefit.

- B: Letter of no actuarial impact from Douglas Lozen dated November 10, 2016.

ORDINANCE NO.: 1086 -2016

AN ORDINANCE AMENDING CHAPTER 54 OF THE CODE OF ORDINANCES OF THE CITY OF QUINCY, FLORIDA, PERTAINING TO A RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS; CREATING SECTION 54-65 TO ADD PROVISIONS ESTABLISHING A SHARE PLAN; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Quincy has adopted a Retirement Plan for Police Officers and Firefighters; and

WHEREAS, the Florida Legislature recently amended FS Chapters 175 and 185 to include new provisions pertaining to property and casualty insurance premium tax revenues; and

WHEREAS, in order to, in part, achieve compliance with such new legislative provisions, the City proposes to adopt a defined contribution share plan to the Retirement Plan for Police Officers and Firefighters.

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF QUINCY:

SECTION 1. Section 54-65 of the Code of Ordinances of the City of Quincy, Florida is created to read as follows:

Sec. 54-65. Share Plan Benefit.

(a) *Benefits and vesting.* For Plan Years beginning on or after October 1, 2016, Eligible Employees will receive a Share Plan Benefit described herein. Eligible Employees will be vested in amounts credited to their Share Plan Accounts to the same extent the employee is vested in other Plan benefits. Nonvested amounts will be forfeited and used in the same manner as other benefit forfeitures under this Plan.

(b) *Definitions.* These definitions will apply to the following terms for the purposes of this Section. All terms not defined in this Section shall be subject to the general definitions provided elsewhere in the Plan.

(1) “Available Amount” shall mean the amount of Insurance Premium Tax Dollars available to provide Share Plan benefits under this section. Until further-amended, the Available Amount is \$0.

(2) “Eligible Employee” shall refer to a Plan participant who was an active participant on the first day of the applicable Plan Year.

(3) “Insurance Premium Tax Dollars” shall mean the annual amounts received from the State of Florida pursuant to Florida Statutes Chapter 175 and 185 and the

ATTACHMENT "A"

assessment of a municipal tax, intended to offset the costs of the Plan. This amount varies annually.

(4) “Share Plan Account” shall mean an account established within the trust fund described in Section 54-62 to hold contributions made pursuant to this section, designated for an employee. Such accounts will not be allocated earnings or losses, nor shall any expenses be allocated to Share Plan Accounts. The Share Plan Accounts will be notional (i.e., “book”) accounts overseen by the trustee and pension board.

(5) “Share Plan Contribution” shall mean a contribution to the Share Plan Accounts.

(c) Share Plan Contributions. The value attributed to each Share Plan Account will be calculated by equally dividing the Available Amount by the number of Eligible Employees.

(d) Benefit limitations and forfeitures. The benefit limitations of Code section 415 as prescribed elsewhere in the Plan shall apply to Share Plan Contributions. To the extent a Share Plan Contribution or a part of a Share Plan Contribution will exceed the limits of Code section 415, that excess amount shall be forfeited.

Section 2. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Quincy.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. If any word, phrase, clause, paragraph, section or provision of this Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or applications, and to this end the provisions of this Ordinance are declared severable.

Section 5. This Ordinance shall be effective upon its passage by the City Commission.

INTRODUCED, in open session of the City Commission of the City of Quincy, Florida, on the ____ day of _____ A.D. 2016

PASSED, in open session of the City Commission of the City of Quincy, Florida, on the ____ day of _____ A.D. 2016

ATTEST:

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

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



November 10, 2016

VIA EMAIL

Mr. Victor Geiger
City of Quincy
Police Officers' and Firefighters' Pension Board
20 North Stewart Street
Quincy, FL 32351

Re: City of Quincy
Municipal Police Officers' and Firefighters' Retirement Plan

Dear Victor:

As requested, we have reviewed a proposed ordinance amending the Plan to create a Share Plan. It is our opinion that adoption of the Ordinance will have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas H. Lozen'.

Douglas H. Lozen

cc via email: Scott Shirley, Ard, Shirley & Rudolph, PA

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: December 12, 2016

DATE OF REQUEST: December 8, 2016

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: Request for Special Use Permission for a Daycare Facility at
1131 Live Oak

Statement of Issue:

This is a request for a special use permission to operate a daycare facility at 1131 Live Oak Street, Quincy, Florida. Pursuant to Section 46-172(b)(4), a child care center shall not be permitted unless by special permission of the City Commission after review by the Planning and Development Review Board (PDRB). The PDRB met on December 6, 2016 to review the application and voted unanimously to recommend approval of the application. The City's staff has not identified any issues with the proposal to locate a daycare facility on this site. Therefore, staff is asking the City Commission to approve the special use permission to locate a daycare facility at this site.

Background:

The applicant, Ms. Traneisha Galloway, wishes to operate a daycare facility at 1131 Live Oak Street. The building is currently the location of Galloway Academy, a charter school. The daycare center will be added to the facility in the open area that used to serve as the dining area while the dining area will be relocated to another section of the facility. (Please see attached sketches)

Criteria for Review:

Pursuant to Quincy Code, Section 46-172(c), the consideration for a special use permit by the Planning and Development Review Board (PDRB) and the City Commission shall be based on the following criteria:

- 1) The proposed use will not adversely affect the health and safety of the residents and the workers of the city;
- 2) The proposed use will not be detrimental to adjacent property;
- 3) The proposed use is consistent with the City's comprehensive plan;
- 4) The proposed use will be adequately served by public facilities;
- 5) The proposed use will be on lot of sufficient size; and
- 6) The proposed use will not constitute a nuisance.

Staff Analysis and Review:

The application has been reviewed based on the criteria stated above. The site has adequate parking to support the operation and traffic in and out of the facility will not interrupt the free flow of traffic on adjacent streets or have any adverse impact on adjacent streets. The application has been reviewed for consistency with the comprehensive plan and the land development regulations and no issues have been identified. Adequate public facilities (water sewer, etc.,) are available to serve the development.

The Fire Department has reviewed the application and the site and identified no issues with the location of a daycare facility on this site.

The review of this application was coordinated with the County Health Department and the Department of Children and Family because it involved the collocation of a daycare facility with a charter school. The Health Department is satisfied with the relocation of the dining area in order to accommodate the daycare center.

Ms. Miatta Jalaber of the Department of Children and Family was contacted and she indicated she is in consultation with Ms. Galloway over the relocation of her daycare center from East Jefferson Street to this premises and that she does not anticipate any issues that would hinder the approval of the daycare center.

The application has been fully noticed and advertised in the newspaper. The adjacent property owners have been properly noticed and as of the date of this request, the Building and Planning Department has not received any written or verbal objections to the proposed use of this facility as a daycare center.

Options:

- Option 1: Motion to approve the special use permission for a daycare facility at 1131 Live Oak Street.
- Option 2: Motion to deny the special use permission for a daycare facility at 1131 Live Oak Street.

Staff Recommendation:

Option 1

Attachment:

- 1) Minutes of PDRB meeting; and
- 2) Application packet

PLANNING AND DEVELOPMENT REVIEW BOARD
REGULAR MEETING CITY HALL, QUINCY, FLORIDA

DECEMBER 7, 2016

6:00 PM

The Planning and Development Review Board (PDRB) met at City Hall in Quincy, Florida on Tuesday, December 6, 2016 at 6:00 P.M. and the following were present:

Mr. Dan Hooker
Mr. Alvin Young
Mr. Willie Reeves
Ms. Judy Ware
Ms. Kimberly Williams
Ms. Denise Hannah

Members Absent:
Mr. Tommy Skipper

Staff in Attendance:

Bernard Piawah, Director, Building and Planning
Betty Powell, Administrative Assistant
John Rudolph, Attorney

The meeting was called to order by the Chairman, Mr. Dan Hooker, followed by roll call, meeting a quorum.

A motion to approve the minutes of the previous meetings, September 20, 2016 with any corrections was made by Mr. Alvin Young. The motion was properly seconded by Ms. Kimberly Williams and the motion passed. The ayes were unanimous.

Item for Discussion:

1. Special Use Review for the location of a daycare facility at 1131 Live Oak Street.

Mr. Piawah addressed the Board and stated that this agenda item is a request for special use permission to operate a daycare facility at 1131 Live Oak Street. Mr. Piawah stated that there is a Charter School on the site and the daycare center will be located within the Charter School area of the building. He described the proposed location of the daycare center within the Charter School; he added that the subject site has adequate parking and is suitable for this use. He added the applicant wants to relocate the existing daycare center at 1715 W. Jefferson Street to this site.

Mr. Piawah further informed the board that pursuant to Section 46-172(b)(4), a child care center shall not be permitted unless by special permission of the City Commission after review by the Planning and Development Review Board (PDRB). Mr. Piawah informed the board that he has contacted the Department of Children and Families during this review and they are working with Ms. Galloway regarding the playground for the daycare center. He also pointed out that he has coordinated with the Department of Health (DOH) regarding the collocation of the daycare center with the Charter School since Charter Schools come under the purview of DOH and that DOH is satisfied with the collocation of these uses.

Ms. Traneisha Galloway, the applicant, addressed the board stating that the reason for the request to relocate the daycare center to 1131 Live Oak Street is that parking is inadequate at 1715 W. Jefferson Street and as a result she has seen a decline in business.

The Chairman asked for questions and Ms. Hannah wanted to know when the relocation will take place. Ms. Galloway responded to the question stating that she would like to do the transition in December when the kids are out for the winter break, beginning December 16, 2016 and returning January 4, 2017, and that this time frame would be easier as the school will not be in session.

The Chairman asked for a motion to vote to recommend approval for the special use permission or recommend denial of the special use permission for a daycare facility at 1131 Live Oak Street. Mr. Young made a motion to recommend approval of the special use permission for the daycare center and was properly seconded by Ms. Hannah. The ayes were unanimous and the motion passed.

Mr. Hooker informed Ms. Galloway that the board has recommended approval of the special use permission and that the next step would be before the City Commission for approval. Mr. Hooker asked Bernard when the item will go before the City Commission and he said it is at the next meeting Monday, December 12, 2016 at 6:00 o'clock PM.

Without any further business, the Chairman asked for a motion to adjourn; there was a motion to adjourn and was properly seconded by Ms. Hannah.

The meeting adjourned.

Request for Development Review Requiring Public Hearing

(Revised March 24, 2016)

There are two types of public hearings that can be administered when a development review requires a hearing. There are a quasi-judicial and an informal hearing. A quasi-judicial hearing would consist of a due process set where, you, as the property owner, would be able to present evidence to a hearing officer and cross-examine witnesses. This process would be similar to a trial hearing and is longer in duration. The quasi-judicial hearing would not permit ex parte communication between the PDRB and / or the Commission.

The informal hearing is less time consuming and costly. The property owner addresses his/her concerns for the development review and thereafter, any concerned citizens will be given an opportunity to speak. The informal process would allow ex parte communication between the PDRB and/or the Commission. Both hearing styles would allow the property owner to seek appeal of any decision rendered by the City Commission: the difference is in the procedures.

Please indicate below which type of hearing you are requesting for your development review and return this form to City Hall at the above address.

Quasi-judicial Informal Hearing

Name of Applicant: Traneisha Guadagnoli

Address: 1588 Rustling Pines Blvd. Midway, FL 32343

Telephone Number: Primary No. ~~404 213 3649~~; ALT No. 866-524-5849

Property Location: 1131-d Live Oak Street, Quincy, Florida 32351

Traneisha Guadagnoli
Signature

10/25/2016
Date

SPECIAL USE PERMIT APPLICATION

Requirements for a Special Use Permit:

A special use means a use requiring review by the planning and development review board and the City Commission. A special use permit authorizes the recipient to make use of property in accordance with the requirements of the Land Use Development Regulation (LDR) as well as any additional requirements imposed by the City Commission.

- I. Submit a complete Special Use Permit Application. (See page 2)
2. Submit application fee of \$500.00 (for telecommunication see telecommunication application form);
3. Application will be scheduled to be heard by the Development Review Committee (DRC), or the Planning Director, which is a staff level review;
4. Upon determination of the DRC that the application is complete, application will be forwarded to the Planning and Development Review Board (PDRB), which is a recommending board to the City Commission. The PDRB meets the first and third Tuesday of every month. Attached, is a copy of the PDRB schedule;
5. A sign will be placed on the property, Notices of Development Review will be mailed to adjacent property owners, and an advertisement will be placed in the Gadsden County Times prior to the PDRB meeting.
6. At the PDRB meeting the board will vote to recommend approval, recommend denial, or vote to table the application for further review. Upon recommendation for approval or recommendation of denial, the application will be forwarded to the City Commission.
7. The City Commission has the final decision making authority. The City Commission meets the second and fourth Tuesday of every month. Upon approval of the City Commission, a Development Order will be issued.

PROPERTY OWNER:

NAME: Rex Keuer and Terry Keuer
MAILING ADDRESS: 306 East King St.
CITY: Quincy STATE: FL ZIP CODE: 32351
PHONE NUMBER: 850-627-7375 ALT. PHONE NO. 850-933-1903
EMAIL ADDRESS: rexandterrea@TDS.net

APPLICANT OR AGENT (if other than the owner; include affidavit from owner)

NAME: Traneisha Gallaway
MAILING ADDRESS: 1588 Rutting Pines Blvd.
CITY: Midway STATE: FL ZIP CODE: 32343
PHONE NUMBER: ~~404-213-3649~~ ALT. PHONE NO. 850-524-5849
EMAIL ADDRESS: traneisha.gallaway@gmail.com

PROPERTY INFORMATION

ADDRESS: 1131 Live oak
PARCEL TAX I.D. NUMBER: 3122 N4 W 0000003140600
CURRENT ZONING DISTRICT: Commercial
CURRENT LAND USE: 0.552 (acres)
PROPOSED LAND USE: childcare center

Project Description: (Give very detailed description of the project, identifying all proposed land uses and buildings. Be specific in your answer and attach additional sheet(s) as necessary)

childcare center

Project Information:

How will water be supplied to the site? City
How will sanitary sewer be handled? City
How will electricity be supplied to the site? City
Is this site or any part of this site adjacent to or in a flood prone or wetland area? NO
If yes, what steps will be taken to mitigate these impacts? N/A
Are there any known historical or archeological sites on the property? N/A
If yes, what steps will be taken to preserve these site? N/A
Are there any provisions for dedicated open or recreational space? N/A
Is there adequate space for vegetative or other type buffer between this use and adjacent uses?
Explain: N/A

Sec . 46-172 (c): Criteria for approval. The special permission required by this section shall be granted by the city commission only after it has determined that:

- (1) The use is consistent with the adopted comprehensive plan for the physical development of the city.
- (2) The use shall not be contrary to the purpose of this chapter.
- (3) The use will not adversely affect the health and safety of the residents and workers of the city.
- (4) The use will not be detrimental to adjacent property.
- (5) The use will not be affected adversely by the existing use of adjacent property.
- (6) The use will be on a lot of sufficient size.
- (7) The use will be adequately served by public utilities.
- (8) The use will not constitute a nuisance or hazard.

***Please answer the following Sec. 46-172 (c) related questions:**

- Is the site and/or building (where existing buildings are the site) environmentally safe for the location of this use?
Explain: Yes, the building is equipped in a safe learning environment with fire sprinkler, fire alarm system, and other safety measures.
- What was the former use of the site or building?
Explain: The current use of this building is operation as a charter elementary school.

- If the site was in a use that is not similar to the proposed use what measures have been taken to prepare the site for the new use?

Explain: N/A

- If the site is going from a former industrial use to a non-industrial use, would an environmental cleanup be needed in order to locate the new use? "Yes" or "No"

Explain: N/A

- If the site is going from a former industrial use to non-industrial use, what measures have been taken to make the site environmentally safe for the new use?

Explain: N/A

- Would the use be detrimental to adjacent property?

Explain NO

- Would the use be affected adversely by the existing use of adjacent property?

Explain NO

- Would the use be on a lot of sufficient size?

Explain yes, the use of the lot is of sufficient size

- Would the use constitute a nuisance or hazard?

Explain: no

- In your opinion; is the site suitable for this use based on the measures described above?

Explain: yes, the building is current in use as a charter school; however the owner of the business is adding an additional use as a child-care center

Provisions for stormwater management as well as erosion and sedimentation control during construction are required by Chapter 17-25, Regulation of Stormwater Discharge, Florida Department of Environmental Protection (DEP). A permit may be required, contact DEP at (850) 488-3704 for more information. A development will not receive approval until this matter is addressed. Briefly describe control measures that will be used during construction of this project.

No construction will take place for this project; the current location is currently designed to fit the need of the childcare center

DOCUMENTATION ATTACHED IN SUPPORT OF THIS APPLICATION

D Site Plan: (Provide a very detailed site plan showing the location of all buildings and proposed uses, parking, and landscaping; etc. ; see staff for additional information)

D Floor Plan (Show the layout of the buildings see staff for additional information)

 Optional petition of support signed by adjacent property owners (must include name, address and signature)

D Copy of warranty deed

D Application fee of \$500.00 (for telecommunication see telecommunication application form) payable by cash, check or money order drawn to the City of

Quincy -receipt# _____

_____ Application form including:

- A. Type of Hearing request form
- B. notarized Designation of Agency (if applicable)

_____ Purchase Option for subject parcel (if applicant is not current property owner)

SIGNATURE(S) OF PROPERTY OWNER(S)/APPLICANT(S)

The property owner(s) or his/her agent must initial each of the following statements.

RE I understand that it is the responsibility of the developer to obtain all permits and to comply with the requirements of all agencies having jurisdiction over the proposed development.

RE I understand that acceptance of this application is not an approval of the proposed development.

RE I certify that the information provided this office for the purpose of granting this development proposal is true to the best of my knowledge.

RE The Department of Building and Planning with consideration of the services it performs are herewith released from any liability for all actions taken in good faith during the review of this application and the accompanying materials.

The undersigned owner(s) and/or applicant(s) certifies under penalties of perjury that all the statements contained in this application, including any statement attached to the application or any papers or plans submitted herewith are true and correct.

1. Property Owner's Signature: Rex Keener Jerry Keener

Date: 10/25/16

Property Owner's Signature (if more than one owner): _____

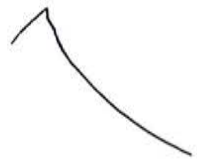
Date: _____

2. Applicant's Signature: James H. Adams

Date: 10/25/2016

Applicant's Signature (if more than one applicant): _____

Date: _____



O.R. BOOK 452 PAGE 1381-1383
REC. NICHOLAS THOMAS, CLERK
GADSDEN CO., FLORIDA

8608432

96 SEP -5 AM 10:21

OR 452 PG 1381

Documentary Tax Pd. \$70.00

Intangible Tax Pd.

NICHOLAS THOMAS, CLERK, GADSDEN COUNTY

By Martha Arruaga
Deputy Clerk

Date 9-5-96

PROPERTY APPRAISER'S ID. NO: 3-12-2N-4W-0000-00314-0700

WARRANTY DEED

THIS INDENTURE, Made this 22 day of May, 1996, between C. BRANCH MAHAFFEY, of Post Office Box 201, Quincy, County of Gadsden, State of Florida, 32351, whose social security number is [REDACTED], GRANTOR, and TERRY E. KEVER and REX D. KEVER, of 306 East King Street, Quincy, County of Gadsden, State of Florida 32351, whose social security numbers are [REDACTED] and [REDACTED], respectfully, GRANTEE.

"GRANTOR" and "GRANTEE" are used for singular or plural, as context requires.

WITNESSETH: That said Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, the Grantee's heirs and assigns forever, the following described land, situate, lying and being in Gadsden County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof

This instrument was prepared by HAROLD S. RICHMOND, Esquire
Post Office Box 695, Quincy, Florida 32353-0695

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Angela Karach
sign

C. Branch Mahaffey
C. BRANCH MAHAFFEY

Angela Karach
print

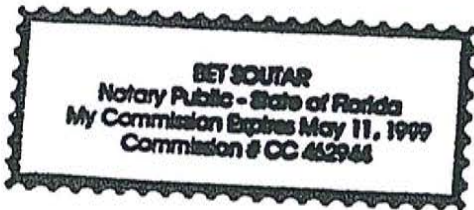
Karen L. Clinton
sign

Karen L. Clinton
print

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 22 day of May, 1996, by C. BRANCH MAHAFFEY.



Bet Soutar
NOTARY PUBLIC-STATE OF FLORIDA
(Print, Type or Stamp Commissioned Name of Notary Public)
My Commission Expires: 5-11-99

Personally Known OR Identification Produced

Type of Identification Produced: _____

Commence at a rebar marking the Southeast Corner of Lot 48 Robert City according to a map or plat thereof recorded in Plat Book 1, page 12 of the Public Records of Gadsden County, Florida. Thence run North 01 degrees 02 minutes 39 seconds West along the West boundary of said Lot 48 110.00 feet to the Northeast Corner of lands described in Official Records Book 354, page 1428; thence South 89 degrees 50 minutes 54 seconds West 5.09 feet to the Westerly maintained Right of Way of Cooper Street; thence North 00 degrees 08 minutes 07 seconds West along said Right of Way 120.25 feet to the POINT OF BEGINNING; Thence run North 00 degrees 55 minutes 16 seconds West 14.05 feet to a re-bar (RLS#3031); thence run North 00 degrees 58 minutes 22 seconds West 63.47 feet to a concrete monument; thence run North 58 degrees 58 minutes 51 seconds West 24.15 feet; thence run South 89 degrees 50 minutes 54 seconds West 126.47 feet to an iron rod; thence run South 00 degrees 06 minutes 26 seconds East 89.90 feet to a point; thence continue South 00 degrees 06 minutes 26 seconds East 75 feet; thence run East to the Westerly maintained Right of Way of Cooper Street; thence run North 00 degrees 08 minutes 07 seconds West along said Right of Way 75 feet more or less to the POINT OF BEGINNING.

Exhibit "A"

ACCOUNT NUMBER	ESCROW CD			MILLAGE CODE
3122N4W0000003140600				006

7 - 8954

LIVE OAK ST
12-2N-4W 0700/ 0.552 acres
OR 452 P 1381
COMM AT SEC OF LOT 48 OF
ROBERT CITY AND RUN N 01 DEG 0
SEE ADDITIONAL LEGAL ON TAX ROLL

KEVER TERRY E AND REX D
306 E KING ST
QUINCY FL 32351-2437



WALK-IN CUSTOMERS PLEASE BRING FOR RECEIPT

RETAIN THIS PORTION FOR YOUR RECORDS

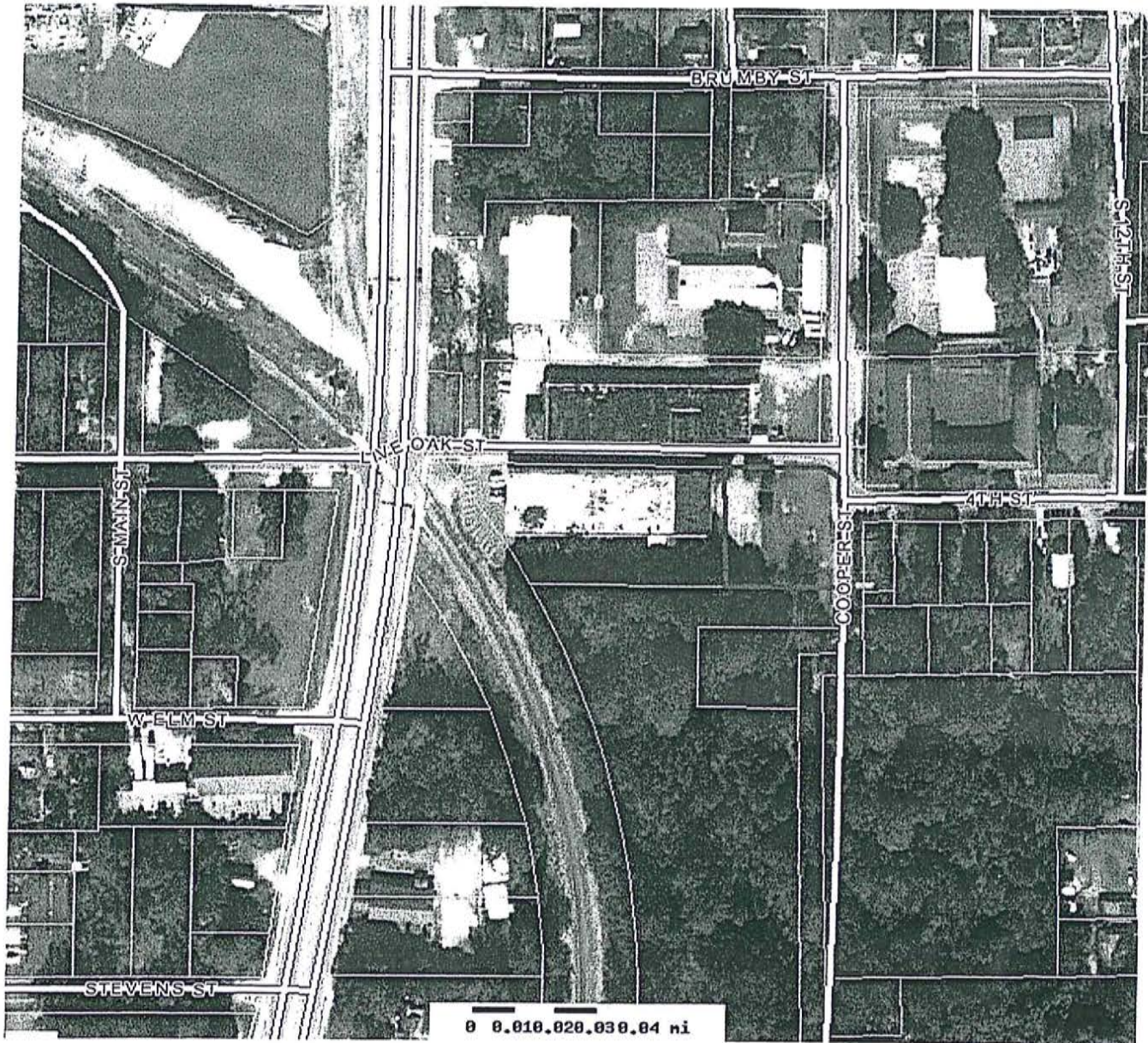
AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
GADSDEN CO BOARD OF CO COMM	8.9064	10,501		10,501	93.53
SCHOOL-REQUIRED LOCAL EFFORT	4.8840	10,501		10,501	51.29
SCHOOL-DISCRETIONARY	2.2480	10,501		10,501	23.61
CITY OF QUINCY	4.6561	10,501		10,501	48.89
NW FLORIDA WATER MGT DIST	0.0390	10,501		10,501	0.41
TOTAL MILLAGE		20.7335	AD VALOREM TAXES		\$217.73

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
<i>pd 1/23/15</i>		

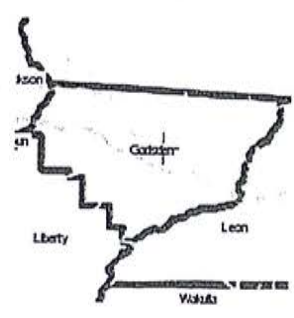
PAY ONLINE WITH CREDIT CARD AT WWW.GADSDENTAXCOLLECTOR.COM-CONVENIENCE FEE APPLIES

NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS	PAY ONLY ONE AMOUNT.		\$217.73	See reverse side for important information.	
If Paid By	NOV 30, 2014	DEC 31, 2014	JAN 31, 2015	FEB 28, 2015	MAR 31, 2015
Please Pay	209.02	211.20	213.38	215.55	217.73



Gadsden County Property Appraiser			
Parcel: 3-12-2N-4W-0000-00314-0600 Acres: 0.552			
Name:	KEVER TERRY E AND REX D	Land Value	10,101
Site:	LIVE OAK ST	Building Value	0
Sale:	10,000 on 05-1996 Reason=Q Qual=Y	Misc Value	400
Mail:	306 E KING STREET QUINCY, FL 32351	Just Value	10,501
		Assessed Value	10,501
		Exempt Value	0
		Taxable Value	10,501



The Gadsden County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GADSDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 08/04/15 : 10:20:00

CITY OF QUINCY
404 W JEFFERSON
QUINCY FL 32351

CASH RECEIPT

Date: 11/29/2016 OPER ID: RELLISON RECEIPT NO: B359043

RECEIVED FROM: TRANEISHA GALLAWAY/1131A LIVE OAK ST/DEVELOPMENT REVIEW

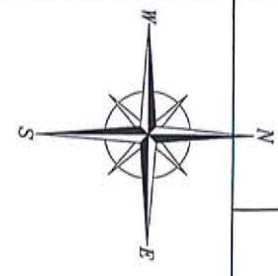
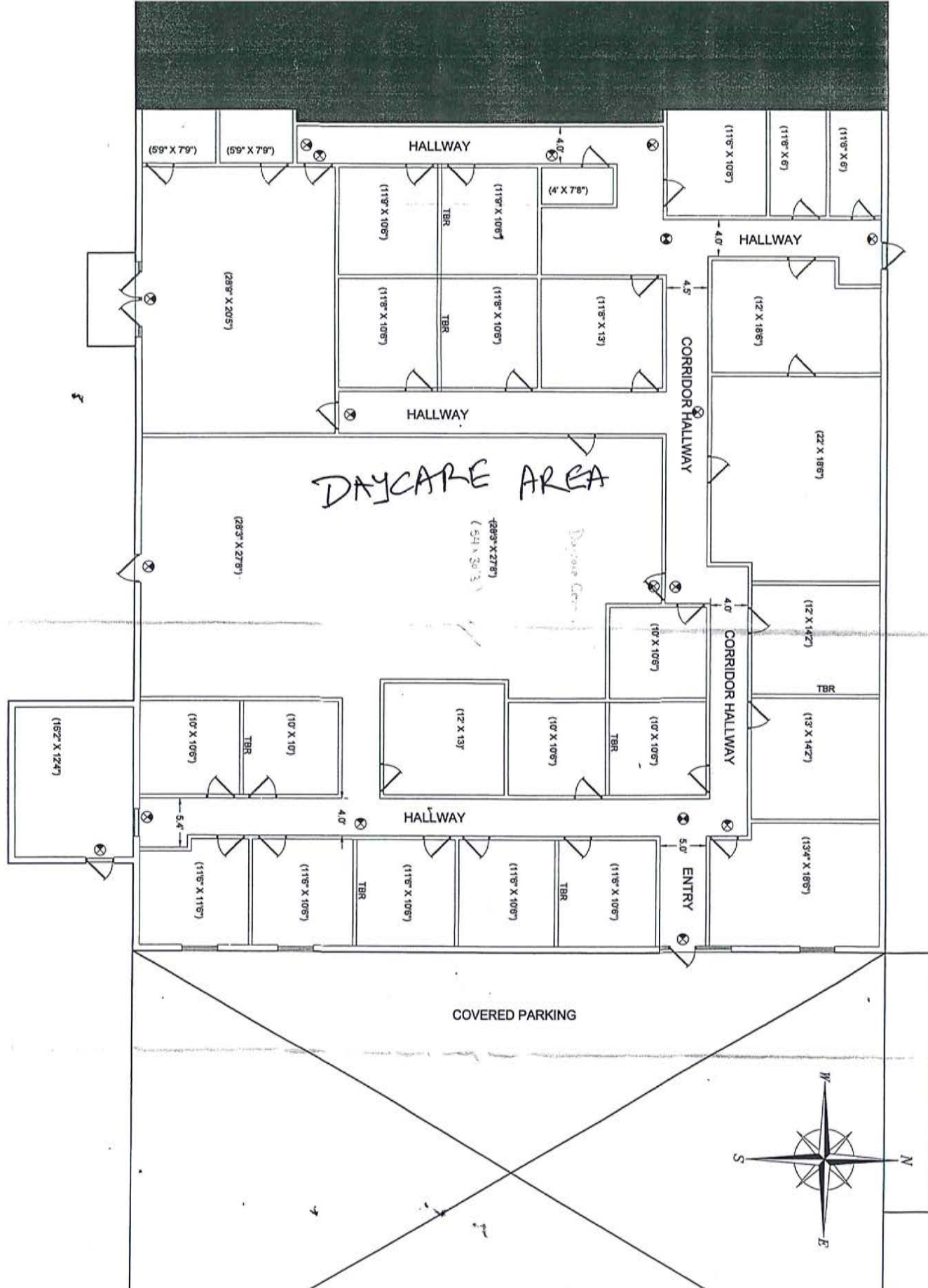
AMOUNT RECEIVED: 500.00 TYPE: CK CHECK: 5001

CHANGE DUE: 0.00

TOTAL RECEIVED: 500.00

DISTRIBUTION:

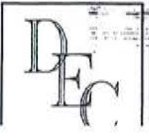
AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
500.00	001-329-10000	TRANEISHA GALLAWAY/113



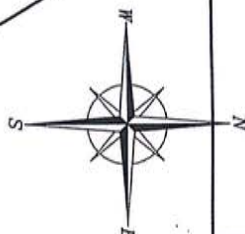
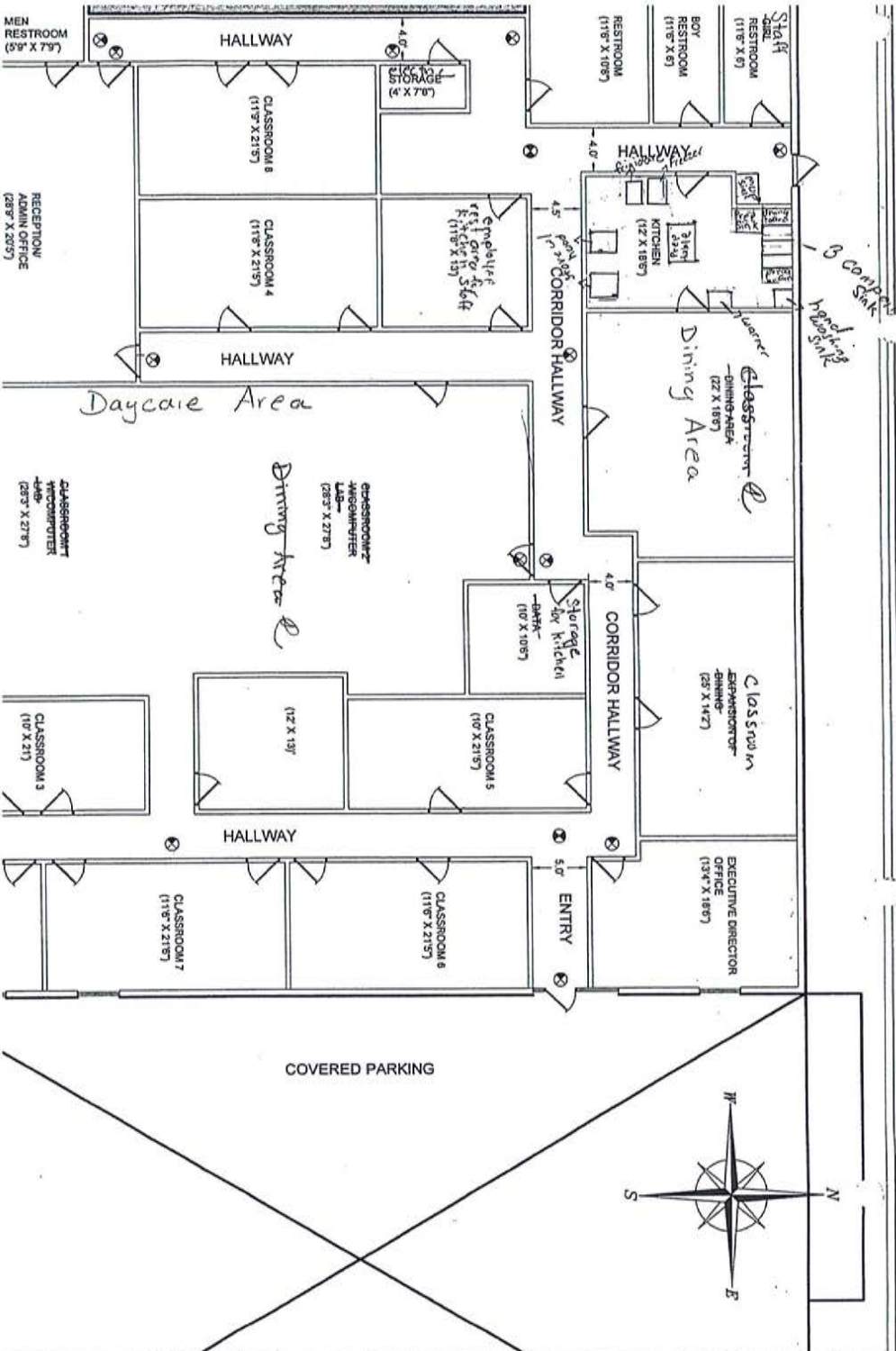
This document and digital file are the sole property of DEC Engineering, Inc. and may not be offered in any manner without prior written consent. Jul 29, 2014 - 16:46

PROJECT: CHARTER SCHOOL	
TITLE: PROPOSED SUI PLAN	SCALE: 1:20
File Name: CHARTER SCHOOL.dwg	Revised by: Date: Description:
Designed: T.L.C.	
Drawn: T.L.C.	
Checked: R.M.L.	

DEC Engineering, Inc.
 Civil Engineering
 William E. Douglas, P.E., President
 2467 Centerville Road Tallahassee, Florida 32308
 Phone: (850) 385-5288 Fax: (850) 385-7688

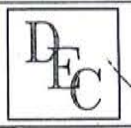


Sheet 3 of 4
 No. 14D-00



HOOB	
SCALE: 1:10	CLIENT: TRANEISHA GALLOWAY
Revised by:	Date:
	Description:

DEC Engineering, Inc.
 Civil Engineering
 William E. Douglas P.E., President
 2407 Centerville Road Tallahassee, Florida 32309
 Phone: (904) 385-8289 Fax: (904) 385-7206
 Email: dec@netally.com State Certification #4244



December 1, 2016

**PUBLIC NOTICE OF
DEVELOPMENT REVIEW**

Location: 1131 Live Oak Street (in the area that is currently a Charter School)

Dear Sir/Madam:

This is to inform you that the Planning and Development Review Board will meet on Tuesday December 6, 2016 to review an application to locate a daycare facility at 1131 Live Oak Street. This is a public hearing and it will take place at 6:00 PM in the Quincy City Hall, 404 W. Jefferson Street.

If you have any question regarding this application, please contact Bernard Piawah, Director, Building and Planning Department at 850-618-1885.

Bernard Piawah, Director



Building & Planning Department

Quincy Fire Department
20 N Stewart St
Quincy, Fl. 32351



Memo

To: Bernard Piawah, Building and Planning
From: Capt Telly Matthews, Fire Inspector
CC:
Date: November 30, 2016
Re: 1131 Live Oak St

I have reviewed the plans submitted for Reach One Teach One located at 1131 Live Oak St, Quincy. The plans are acceptable as presented and no violations were found to prevent the opening of the day care.

Thank you.

A handwritten signature in cursive script, appearing to read 'T. Matthews', located below the 'Thank you.' text.

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: December 12, 2016
 Date Submitted: December 7, 2016
 To: Honorable Mayor and Commissioners
 From: Mike Wade, City Manager
 Ted Beason, Finance Director
 Subject: Waste Pro Consumer Price Index Rate Adjustment

Since October of 2007 the City has operated with an agreement with WastePro to provide garbage services. Under the terms of the agreement WastePro is permitted to increase its rates once a year by the amount of the increase of the Consumer Price Index. WastePro implemented a 1.02% increase in October of 2016. The tables below summarize the rate increase for residential customers.

	Waste Pro Rates		
	Previous Rate	1.02%	Oct 2016 New Rate
Residential	\$ 18.22	\$0.19	\$ 18.41
Residential Recycling	\$ 5.73	\$0.06	\$ 5.79
Commercial Handload	\$ 22.31	\$0.23	\$ 22.54

Rather than absorbing the rate increase, we are recommending that the City adjust its garbage collection rates by 1.02%, the same percentage adjustment that WastePro passed onto to the City. The table below shows residential rate increases that the City would implement.

	Quincy Customer Rates		
	Previous Rate	1.02%	Dec 2016 Rate
Residential	\$ 21.57	\$0.22	\$ 21.79
Residential Recycling	\$ 5.73	\$0.06	\$ 5.79
Commercial Handload	\$ 24.35	\$0.25	\$ 24.60

The commercial rate increases are shown on the next page.

Quincy Commercial Customers

Size	Pickups per Week				
	1X	2X	3X	4X	5X
2 Yard	\$ 59.84	\$ 111.35	\$ 158.65	\$ 202.81	\$ 230.14
4 Yard	\$ 117.65	\$ 220.67	\$ 316.34	\$ 402.53	\$ 467.71
6 Yard	\$ 175.48	\$ 330.00	\$ 472.97	\$ 603.32	\$ 685.31
8 Yard	\$ 233.29	\$ 439.33	\$ 630.65	\$ 803.05	\$ 912.38

Size	CPI Increase 1.02%				
	1X	2X	3X	4X	5X
2 Yard	\$ 0.61	\$ 1.14	\$ 1.62	\$ 2.07	\$ 2.35
4 Yard	\$ 1.20	\$ 2.25	\$ 3.23	\$ 4.11	\$ 4.77
6 Yard	\$ 1.79	\$ 3.37	\$ 4.82	\$ 6.15	\$ 6.99
8 Yard	\$ 2.38	\$ 4.48	\$ 6.43	\$ 8.19	\$ 9.31

Size	New rates				
	1X	2X	3X	4X	5X
2 Yard	\$ 60.45	\$ 112.49	\$ 160.27	\$ 204.88	\$ 232.49
4 Yard	\$ 118.85	\$ 222.92	\$ 319.57	\$ 406.64	\$ 472.48
6 Yard	\$ 177.27	\$ 333.37	\$ 477.79	\$ 609.47	\$ 692.30
8 Yard	\$ 235.67	\$ 443.81	\$ 637.08	\$ 811.24	\$ 921.69

Options:

- Option 1: Motion to pass through WastePro' s 1.02% rate adjustment.
- Option 2: Motion to not pass the rate adjustment, foregoing the \$12,600 it would generate.

Staff Recommendation:

- Option 1

12-Month Percent Change

Series Id: CUUR0000SA0
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: [xls](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.8	2.6
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.5	3.1
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	4.2	3.4
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.6	-0.1
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	2.1	1.2
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	2.8	3.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.3	1.8
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5	1.4
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.7	1.5
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	-0.1	0.3
2016	1.4	1.0	0.9	1.1	1.0(R)	1.0(R)	0.8(R)	1.1(R)	1.5				1.1(R)	

R : Revised

Per Contract – May of the Previous Year

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: [xls](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229(R)	241.018(R)	240.628(R)	240.849(R)	241.428				238.778(R)	

R : Revised



264 Commerce Lane, Midway, FL 32343 | 850-328-0365 | tmitchell@wasteprousa.com

Date 11-1-2016

Ted Beason
Director of Finance
City Of Quincy
404 W Jefferson St.
Quincy, FL 32351

RECEIVED
NOV 09 2016
FINANCE

Dear Ted Beason:

Waste Pro would like to thank you and the City for the continued opportunity to service you community and look forward to a long relationship.

As per contract page 7 section 11.2, it is time for our annual CPI increase using the May indices. As of Oct 1, 2016 the rates will increase by 1.02% as indicated on attached sheets. If you have any questions please call me at 850-328-0365.

Sincerely,

Todd Mitchell
Division Manager

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

DATE OF MEETING: December 12, 2016

DATE SUBMITTED: December 8, 2016

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: Quincy-Byrd Landfill: 2017 Monitoring Report Contract with Trinity, Inc.,

Statement of Issue: This agenda item is a request for authorization from the City Commission for the Manager to sign the 2017 contract with Trinity, Inc. for annual monitoring and reporting on the Quincy-Byrd Landfill. Per state law, the City is required to conduct a variety of monitoring analysis of the landfill and report to the State DEP. Trinity, Inc., is the engineering company that has been conducting the gas monitoring and reporting on the landfill for the City. The contract amount is \$8,390.00. This contract is identical to the one that was entered into for 2016. The City's staff is recommending that the Commission authorize staff to sign the contract.

OPTIONS:

- Option 1: Authorize the City Manager to sign the contract with Trinity, Inc. to conduct monitoring reports on the Quincy-Byrd Landfill for 2017.
- Option 2: Do not authorize the City Manager to sign the contract with Trinity, Inc. to conduct monitoring reports on the Quincy-Byrd Landfill for 2017.

Staff Recommendation:

Option 1

Attachment:

- 1) 2017 Contract with Trinity, Inc.

Agreement for Professional Services

This Agreement is made and entered into on this _____ 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 No. 16-0082) dated December 8, 2016 ; 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 Proposal No. 16-0082 and Client shall compensate Consultant for those professional services in the amount of **\$ 8,390.00**.
- b. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement and a deposit payment of **\$ -** from Client.
- c. Consultant shall invoice the Client for the remaining balance with submittal of final report.
- d. Payment shall be made by Client within 30 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 within 30 days of their issuance shall bear interest at a rate of 1½% per month on the unpaid balance beginning on the 31 day 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 including, without limitation, reasonable and necessary attorney's fees and costs.
- 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. Consultant's total liability under this indemnification is limited to the type and amount of insurance coverage as listed above.

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 to 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:	Attn:
Address:	404 W. Jefferson Street
Address:	Quincy, Florida 32351
Phone #:	850-618-0035
Fax #:	850-627-8103
Email:	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 and Waiver: Client hereby agrees to indemnify and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors and employees from and against any and all claims, damages, losses and expenses, whether direct, indirect, or consequential (including but not limited to attorneys' fees and court and arbitration costs), arising out of, resulting from, or alleged to have arisen out of or to have resulted from, the services or work, or the failure to perform services or work, of Consultant, or any claims against Consultant arising from the negligence of the Consultant except for those claims, damages, losses or expenses proximately caused by the gross negligence, sole negligence or willful misconduct of Consultant. Such indemnification shall apply notwithstanding any joint and several liability, or strict liability of Consultant, but shall not apply to claims, damages, losses or expenses resulting from the sole negligence or willful misconduct of Consultant if finally found by a court of competent jurisdiction to be an impermissible subject of indemnification under the applicable law, it being the intention of this Waiver and Indemnification Agreement that Client shall indemnify Consultant to the fullest extent permitted by law for liabilities arising other than from the sole negligence or willful misconduct of Consultant.
- 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, attorney's fees, 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 Okaloosa, 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:



Authorized Representative for
Trinity Analysis & Development Corp.

Accepted by:

Authorized Representative for
City of Quincy

Date:

12/8/2016

Date:

*QFD Monthly Report
November 2016*

	<u>2016</u>	<u>2015</u>
Total Fire Calls	194	58
City	123	34
County	71	24
Total Man Hours	236 hrs 8 mins	54 hrs 8 mins
City	76 hrs 36 mins	18 hrs 15 mins
County	94 hrs 38 mins	36 hrs 38 mins
Type Fire Calls - City		
Structure	2	0
Vehicle	1	0
False Alarm	6	0
Hazard	4	1
Rescue	0	1
Wood & Grass	6	2
Other	8	6
Type Fire Calls - County		
Structure	7	3
Vehicle	5	6
False Alarm	8	1
Hazard	2	2
Rescue	0	0
Woods & Grass	22	0
Other	16	14
Fire Causes		
Accidental	25	8
Undetermined	12	0
Suspicious	1	0
Arson	0	0
Average Response Time		
City	4.13 mins	4.16 mins
County	7.54 mins	6.62 mins
Average Firefighters per Call		
City	3.72	3.16
County	2.96	2.75
Average Time Spent per Call		
City	27.62 mins	22 mins
County	1 hr 45 mins	25.91 mins

*QFD Monthly Report
November 2016*

	<u>2016</u>	<u>2015</u>
Responses Out of District	0	0
Mutual Aid Responses *	0	2
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	0	3
Fire Safety Inspection	10	4
Fire Investigation	0	0
Plans Review	2	1
Training Man Hours	149 hrs	190 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	107	22
Smoke Detector Installs	8	0

*QFD Monthly District Fire Calls
November 2016*

District	<u>Date</u>	<u>Location</u>	<u>Type of Incident</u>
District 1	11/4/2016	W. Jefferson & Pat Thomas Pkwy	Motor vehicle incident with injuries
	11/23/2016	1703 Florida Ave	Rubbish fire
	11/26/2016	1847 Hamilton Street	Smoke detector activation no fire
District 2	11/2/2016	163 North Street	Cooking fire
	11/7/2016	1004 Bumby Street	Canceled en route
	11/7/2016	103 Hogan Lane	Trash fire
	11/11/2016	901 Hardin Street	Smoke scare
	11/20/2016	90 Earl Lane	Smoke detector activation due to malfunc
	11/21/2016	90 Earl Lane	Smoke detector activation due to malfunc
	11/27/2016	1509 Osceola Street	Rubbish fire
	11/28/2016	427 S Stewart St	Brush fire
District 3	11/4/2016	743 Duval Street	Brush fire
	11/8/2016	102 Atsco Street	Outside rubbish fire
	11/14/2016	1019-B Martin Luther King Blvd.	Gas leak
	11/16/2016	218 S Jackson Street	Carbon Dioxide activation
	11/25/2016	1245 Berry Street	Medical Assist
	11/30/2016	35 MLK Blvd	False alarm
District 4	11/10/2016	182 Brewington St	Brush fire
	11/28/2016	936 Lyons Street	Structure fire
District 5	11/9/2016	416 Rosewood	Alarm activation due to malfunction
	11/11/2016	1640 W Jefferson Street	False alarm
	11/12/2016	1640 W Jefferson Street	Alarm activation due to malfunction
	11/12/2016	700 Woodland Avenue	Medical assist
	11/14/2016	57 N Virginia Street	Lock in
	11/16/2016	64 N Cleveland Street	Malicious false call
	11/19/2016	1103 S Magnolia	Arcing,shorted electrical equip
	11/20/2016	525 Woodland Ave	Canceled en route
11/27/2016	502 N 11th Avenue	Grass fire	