

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, February 25, 2014

6:00 PM

City Hall Commission Chambers

City Commission

Keith Dowdell, Mayor (Commissioner District One)

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

Micah Brown (Commissioner District Two)

Derrick Elias (Commissioner District Three)

Andy Gay (Commissioner District Four)

**AGENDA FOR THE REGULAR MEETING OF
THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday
February 25, 2014
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 2/11/14 Regular Meeting
(Sylvia Hicks, City Clerk)

Public Hearings as scheduled or agendaed

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

Resolutions

Reports by Boards and Committees

Reports, requests and communications by the City Manager

2. Special Use Request to Operate a Daycare Center at 359 East Jefferson Street
(Jack L. McLean Jr., City Manager; Bernard Piawah, Building and Planning Director)
3. Recommendation for Modular Home Foundation
(Jack L. McLean Jr., City Manager; Bernard Piawah, Building and Planning Director)

4. Lease of (4) New Police Vehicles
(Jack L. McLean Jr., City Manager; Walter McNeil, Chief of Police)
5. Bulk Power Supply Contract
(Jack L. McLean Jr., City Manager; Mike Wade, Utilities Director)
6. Quincy Fire Department Monthly Report
(Jack L. McLean Jr., City Manager; Scott Haire, Fire Chief)
7. Financials/P-Card
(Jack L. McLean Jr., City Manager; Jeff Williams, Interim Finance Director)

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
FEBRUARY 11, 2014
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, February 11, 2014, with Mayor Commissioner Dowdell presiding and the following present:

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

Also Present:

City Manager Jack L. McLean Jr.
City Attorney Jerry Miller
City Clerk Sylvia Hicks
Police Chief Walt McNeil
Customer Service Director Ann Sherman
Utilities Director Mike Wade
Planning Director Bernard Piawah
Interim Finance Director Jeffrey Williams
Executive Assistant to City Manager Cynthia Shingles
Public Works Director Willie Earl Banks, Sr.
Parks and Recreation Director Greg Taylor
Human Resources Director Bessie Evans
Account Specialist Catherine Robinson
Accountant III Yvette McCullough
Sergeant At Arms Chief Glenn Sapp

Call to Order:

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

Special Presentations by Mayor or Commission:

Proclamation honoring Alice DuPont

The Mayor read the following Proclamation honoring Ms. Alice DuPont

PROCLAMATION

HONORING MS. ALICE DUPONT

WHEREAS, Alice DuPont, Editor for the Gadsden County Times, after more than 30 years of outstanding and meritorious service to the Citizens of Quincy and Gadsden County; and,

WHEREAS, Alice DuPont touched numerous lives through her thoughtful insight and provocative columns, and has made unforgettable contributions to journalism, to the City of Quincy and to the entire Gadsden County area during her 30 years of journalism career capped off a 10 year career as Editor of the Gadsden County Times; and,

WHEREAS, Alice has earned the respect and admiration of the citizens of Quincy, Gadsden County, and her coworkers alike with her knowledge, humor and proven professionalism to report stories "accurately, truthfully, and in an unbiased manner"; and,

WHEREAS, throughout her many years of service as a Journalist, Alice has served the citizens of the City of Quincy and Gadsden County with fairness and dedication; and,

NOW, THEREFORE BE IT FURTHER RESOLVED, by the power vested in me, Keith Dowdell as Mayor of the City of Quincy, Florida and on behalf of my colleagues of the City Commission: Mayor Pro-Tem Larry D. Edwards Commissioner Micah Brown, Commissioner Derrick D. Elias, Commissioner Gerald A. Gay III, Employees of the City of Quincy and the Citizens of Quincy, Florida do hereby extend to Ms. Alice DuPont, our congratulations, and our best wishes to her and her family for continued success, happiness, and good health in the years to come.

ADOPTED AT QUINCY, FLORIDA, THIS 11TH DAY OF FEBRUARY, 2014.

Keith Dowdell
Mayor

Sylvia Hicks
City Clerk

Jack L. McLean, Jr.
City Manager

Approval of the Minutes of the previous Regular Meeting

Commissioner Edwards made a motion to approve the minutes of the January 28, 2014 regular meeting with corrections if necessary. Commissioner Gay seconded the motion. The ayes were unanimous.

Public Hearings scheduled or agendaed

Ordinance No. 1059-2014 first reading –Water Fund Rate Adjustment

Commissioner Edwards made a motion to read Ordinance No. 1059-2014 by title only. Commissioner Gay seconded the motion. Upon roll call by the City Clerk, the ayes were Commissioners Brown, Edwards, Gay, Elias, and Dowdell. Nay was none. The Clerk read the title as follows:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF QUINCY BY AMENDING SECTION 74-95, PERTAINING TO INCREASING THE WATER RATE CHARGES FOR ALL RESIDENTIAL CUSTOMERS; AND INCREASING THE RATE CHARGES FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMERS; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Elias asked when would the rate increase take effect. The Manager stated March 15, 2014 with a 2.5% inflation rate beginning on October 1st each year beginning in 2015. Commissioner Gay made a motion to approve Ordinance No. 1059 on first reading. Commissioner Edwards seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Edwards, Gay, and Dowdell. Nays were Commissioners Brown and Elias. The motion carried.

Ordinance No. 1060-2014 first reading –Sewer Fund Rate Adjustment

Commissioner Edwards made a motion to read Ordinance No. 1060-2014 by title only. Commissioner Gay seconded the motion. Upon roll call by the City Clerk, the ayes were Commissioners Brown, Edwards, Gay, Elias, and Dowdell. Nay was none. The Clerk read the title as follows:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF QUINCY BY AMENDING SECTION 74-118, PERTAINING TO INCREASING THE SEWER RATE CHARGES FOR ALL RESIDENTIAL CUSTOMERS; AND INCREASING THE RATE CHARGES FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CUSTOMERS; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Mayor Dowdell stated this is a public hearing and asked the audience if they had any comments. There were no comments. Commissioner Elias stated in the narrative, it spoke of a study and asked where the study is because he did not remember talking about a study. Commissioner Gay stated he is not in favor of increasing the rates but we have a responsibility to make sure the fund don't lose money, we have to fulfill our obligations. Commissioner Gay made a motion to approve Ordinance No. 1060 on first reading. Upon roll call by the Clerk, the ayes were Commissioners Edwards, Gay, and Dowdell. Nays were Commissioners Brown and Elias. The motion carried. Attorney Miller advised the Commission that they had undertaken a loan and has entered into a lawful obligation to the State and advised the Mayor to ask the two Commissioners to reconsider their vote. Mayor Dowdell asked the two Commissioners if they would reconsider. They did not reconsider their vote.

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.)

Ms. Freida Bass Prieto came before the Commission with the following concerns: (1) Site Certification, (2) Purchasing Patrol Cars, (3) Financial Report: the City currently has eight take home vehicles and suggested one or two. She also suggested that the K-9 vehicle be a car instead of a SUV. Ms. Prieto stated that she had noticed on the Financial Report, the unrestrictive and restrictive reserves have been combined, asked why the gas line item was so low, asked if we had made payment to Department of Revenue. She also stated we don't have the funds to pay \$78,000 for a site certification and suggested we look at other organizations that would be less expensive. She asked if the Industrial Park was in the CRA.

Resolutions:

Resolution No.1312-2014 Establishing a City of Quincy Audit Committee

Commissioner Gay made a motion to approve Resolution No. 1312-2014, a Resolution establishing a City of Quincy Audit Committee. Commissioner Edwards seconded the motion. City Manager McLean and Commissioner Edwards both stated that they had spoken with Mr. Max T. Clark, a local CPA, to serve on the Audit Committee.

The Interim Finance Director reported to the Commission that according to Florida Statute 218.391, it "requires that a municipality establish an Audit Committee" the primary purpose of the Audit Committee is to assist the governing body in selecting an Auditor to conduct the annual financial audit required in Section 218.391. Commissioner Edwards asked the Interim Finance Director if he had planned to apply for the Finance Director's position, he replied yes. Commissioner Elias asked what degree is that going to impact the time frame. The Manager stated as soon as we get the draft audit, advertise for 30 days then we can select the top three firms. Commissioner Gay asked if we had to advertise for 30 days. The Manager stated our code allows for emergencies. Commissioner Gay asked when the audit would be ready. The Manager stated he spoke with Mr. Thompson today and he stated no later than Friday, we will have the MBA. Commissioner Edwards requested that Ms. Catherine Robinson replace the

Interim Finance Director on the Audit Committee. The ayes were Commissioners Brown, Edwards, Gay, and Dowdell. Nay was Commissioner Elias. The motion carried.

Reports by Boards and Committees

Reports, request and communications by the City Manager

Water and Sewer Fund Rate Adjustment - were discussed along with Ordinances 1059 and 1060.

Lease of (4) New Police Vehicles – withdrawn from the agenda

Quincy – Business Park Proposed Certification

Mayor Dowdell stated that a few months ago, he and staff attended a Site Certification luncheon and presentation in Marianna and staff had dialogue with a consulting firm that is a nationally renowned company for Site Certification. Mayor Dowdell stated he know that \$78,000 may seem like a lot of money, but we only have to budget \$30,000 for the fiscal year 2015 for site evaluation, then in subsequent years, budget for the Site Certification in 2016. Commissioner Gay stated that we can't afford this and he understands the Mayor's passion. No action was taken on this item.

Candidate Selection for Downtown Master Plan Preparation

Building and Planning Director Mr. Piawah reported the a committee consisting of the Manager, Building and Planning Director, CRA Director and Utilities Director selected Atkins-Joel Sampson and Associates as the top candidate to prepare the Master Plan for downtown. Commissioner Gay made a motion to authorize the City to enter into cost discussion with Atkins-Joel Sampson and Associates for the preparation of the Downtown Master Plan and not to exceed \$50,000. Commissioner Elias seconded the motion. The ayes were unanimous.

Use of Corry Field

Parks and Recreation Director Greg Taylor reported that Ms. Carol McKurdy, representative of the Tallahassee Wolves, has requested the use of Corry Field for their home games with the following dates, February 22, 2014, March 8, 2014, March 15, 2014, April 5, 2014 and April 12, 2014. He stated they will purchase additional insurance carrying the City of Quincy as a rider, pay the rental fee of the field and adhere to all rules and regulations governing the use of Corry Field and receive the proper permit. Commissioner Gay stated that since they are playing in Quincy, would they be receptive to changing their name to the Quincy Wolves. He stated we invested a lot of money into that field. Commissioner Gay advised Mr. Taylor to make sure that Mr. Shiver is consulted with on this matter. Commissioner Elias stated that he oppose this proposition. Commissioner Brown disclosed that he is a participant/player on the team and will abstain from the vote. Commissioner Edwards made a motion to approve the request for the use of Corry Field for the above stated dates. Commissioner Gay

seconded the motion. The ayes were Commissioners Edwards, Gay and Dowdell. Nay was Commissioner Elias. Commissioner Brown abstained. The motion carried.

Mobile Food Vendors and Mobile Vendors

Mr. James Bradwell came before the Commission requesting that he be permitted to open his mobile vending unit. He stated he is a licensed chef and works at East Gadsden. Commissioner Edwards made a motion to direct Planning and Development Review Board to consider a location for mobile vendors on public property designated for such purpose and alter the definition of mobile vendor to eliminate the "fixed location" requirement if the mobile vendor is located on public property designated for such purpose. Then after the PDRB meeting, schedule a workshop for the Commission. Commissioner Gay seconded the motion. The ayes were unanimous.

Financials/P-Card Statement

Commissioner Elias asked how much the line of credit is. The Manager stated \$775,000, we made a payment in January. Commissioner Elias asked the Interim Finance Director if we had touched the \$350,000 that was taken from the reserves. He replied no. Commissioner Elias asked why the reserves were combined. The Interim Finance Director stated that when he get a better grasps on how much we have in reserves he would let them know but at this time he don't have confidence in the numbers. Both Commissioners Elias and Gay requested that the Smart-Grid report is a part of the monthly financials. Commissioner Gay asked the total amount of the Smart-Grid. The Manager stated between \$4.7 and \$5.7 million dollars. Commissioner Gay asked if the Smart-Grid money is treated different in the audit. The Manager stated it will have a single audit. Commissioner Gay asked if we were expanding telecommunications to Liberty County. The Manager stated we are building fiber from Hosford. Commissioner Gay asked how is that going to enhance our system. The Manager stated that it will enhance our smart meters and give us more bandwidth. Commissioner Elias requested the current P-card statement.

Comments:

City Manager

Customer Service Director Ann Sherman reported to the Commission that we will have a refresher course on the new bill format on February 26, 2014 at 6:00 p.m. at City Hall and it will be posted on the City's web site as well as on WQTN Channel 13.

Ms. Sherman also reported to the Commission that customers have been receiving correspondence from a firm located in Miami regarding purchasing insurance for old plumbing. She reiterated that this is not from the City and advised the customers to be aware.

City Clerk – None

City Attorney

Attorney Miller reported that Ordinance 1059 – Water and 1060 – Sewer will have an expansion of the provision in Sections 74-95 and 74-118.

Commissioners

Commissioner Elias stated that the Social Security Office will be closing and requested to the Manager that he put some effort into keeping the office open.

Commissioner Elias stated that the morale at the Police Department is very low and asked what is going on.

Commissioner Elias stated that cable is going up and when is the Franchise Agreement up, we may need to open it up for competition. Commissioner Gay agreed.

Commissioner Elias asked the City Manager since we are paying the small vendors with the P-card, we must be careful.

Commissioner Elias stated that at 412 B.W. Roberts, raw sewage is in the yard.

Commissioner Elias stated that Ms. Price may have grant dollars for the community signage for Circle Drive and gave the Manager her contact information.

Commissioner Elias stated that given Mr. Williams has only been here a short period of time and he is not comfortable with the numbers, Commissioner Elias stated he is not feeling warm and fuzzy that we are paying our vendors with the p-card. We approved the line of credit, it was to jump-start the City with cash flow and now we still owe the bank. The City Manager suggested a workshop, we have paid a lot of our small vendors, and we are making progress.

Commissioner Elias stated that our Audit is not ready and he doesn't think the Manager is taking the finances serious. He also stated that we need to cut our spending and have been requesting a moratorium on spending and everything we do, we have to secure a loan, we have a big financial problem. Commissioner Elias made a motion to dismiss the Manager. It died for a lack of a second.

Commissioner Elias stated that he will not be lectured by the Attorney as to how to vote, he is there for legal advice.

City Manager McLean stated that he know that he has failed with the Audit on his watch and he is not a CPA, but he is taking our finances very serious and wish he could have done things different, he don't like being in this position.

Commissioner Elias requested annual leave/vacation balances to see what our liability is.

Commissioner Gay – None

Commissioner Edwards – None

Commissioner Brown stated that the grass along Stewart Street Bridge need cutting and the light pole at the end of Stewart Street and Martin Luther King Jr. Blvd is out.

Commissioner Brown requested an update on the paving of Cooper Street. The Manager stated he would go back and see what we can do after the other paving is complete.

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

APPROVED:

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

ATTEST:

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

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: February 25, 2014

Date Submitted: February 20, 2014

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean Jr., City Manager
Bernard O. Piawah, Director, Building and Planning

Subject: Special Use Request to Operate a Daycare Center at 359
East Jefferson Street

Statement of Issue:

This is a request for a Special Use Permission to operate a daycare facility at 359 East Jefferson 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). Planning staff has reviewed the application and concludes that it adequately addresses all the requirements of the City's code. The PDRB reviewed this request during their meeting of February 17, 2014 and recommended that it be approved by the Commission. (See the minutes of the PDRB meeting attached.)

Background:

Ms. Darlene Mitchem wishes to operate a daycare facility at 359 East Jefferson Street. There is an existing building on the site that will be converted to a daycare center facility. The application packet includes letters of support from adjacent properties and customers for the location of the facility. To ensure that adequate parking is available for its clients, and also to ensure that the flow of traffic in and out of the facility will not create stacking on Jefferson Street, the applicant entered into a lease agreement with the adjacent property owner, Ms. Wells, for the use and flow of traffic through her property.

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.

Comments From Other Departments:

The following are departmental reviews of the proposed project:

- a. Fire: The Fire Chief provided comments stating that the fire alarm system, as well as the fire suppression system, have been tested and are functioning well; the Fire Department has not identified any issues with this application for special use.
- b. Public Works: - Has no comments or concerns with the project.
- c. Utilities: - Has no comments or concerns with the project.
- d. Police: - Has no comments or concerns with the project.

Summary of the Analysis:

The application has been reviewed for compliance with the LDRs and it is consistent with the LDRs and comprehensive plan. The traffic in and out of the site has been addressed through a lease agreement with the adjoining property that would permit traffic from the daycare facility to exit through the adjoining property, thereby preventing daycare related traffic from stacking onto Jefferson Street (a state road). A notice of the PDRB meeting to review the application was advertised in the newspaper on January 30, 2014. A sign informing the public of the PDRB review was posted on the site. The Building and Planning Department has not received any written or verbal objections to the proposed use of this facility as a daycare center. The application packet includes numerous petitions and letters of support for the daycare facility at this location.

Options:

- Option 1: Vote to approve the Special Use Permission for a daycare facility at 359 East Jefferson Street.
- Option 2: Vote to deny the Special Use Permission for a daycare facility at 359 East Jefferson Street.

Staff Recommendation:

Option 1

Attachments:

- A. Minutes of PDRB Meeting
- B. Application Packet for the Daycare Center

ATTACHMENT A

MINUTES OF PLANNING BOARD MEETING

PLANNING AND DEVELOPMENT REVIEW BOARD

REGULAR MEETING CITY HALL, QUINCY FLORIDA

February 17, 2014

6:00 P.M.

The Planning and Development Review Board (PDRB) met at City Hall in Quincy, Florida on February 17, 2014 at 6:00 P.M. and the following members were present.

Ms. Kimberely Williams
Ms. Judy Ware
Mr. Willie Reeves III
Mr. Tommy Skipper

Members Absent:

Ms. Denise Pouncey Hannah
Mr. Alvin Young
Mr. Dan Hooker

Staff Present:

Bernard O. Piawah, Building and Planning Director
Sylvia Hicks, City Clerk

The meeting was called to order by Acting Chairman Tommy Skipper.

Tommy Skipper made a motion to approve the minutes of the August 6, 2013 minutes. Kimberely Williams seconded the motion. The ayes were unanimous.

Mr. Piawah reported to the Board that Ms. Darlene Mitchem requested a special use permission to operate a daycare facility at 359 East Jefferson Street, Quincy, Florida. Mr. Piawah stated that the application packet includes letters of support from adjacent properties and customers for the location of the facility. He stated to ensure adequate parking is available for its clients, and also to ensure that the flow of traffic in and out of the facility will not create stacking on Jefferson Street, the applicant entered into a lease agreement with the adjacent property owner, Ms. Karen Wells for the use and flow of traffic through her property. Mr. Piawah reported the following comments from other departments:

Fire: The Fire Chief provided comments that the traffic in and out of the site has been addressed through a lease agreement with the adjoining property and that the fire alarm system as well as the suppression system have been tested and are functioning well: the Fire Department has not identified any issues with this application.

Public Works: Has no comments or concerns

Utilities: Has no comments or concerns

Police: Has no comments or concerns

Mr. Piawah reported that a notice of the PDRB meeting to review the application was advertised in the newspaper of January 30, 2014. A sign informing the public of the PDRB meeting was posted on the site and no written or verbal objection to the request has been received.

Ms. Mitchem reported to the Board that she has clients that have been on the waiting list since March of last year. She added that she is at full capacity at her current site at 1709 West Jefferson Street and is requesting to open a second facility at 359 East Jefferson Street.

Ms. Kimberly Williams made a motion to approve the request for a special use to operate a daycare facility at 359 East Jefferson Street. Ms. Judy Ware seconded the motion. The ayes were unanimous.

Mr. Skipper advised Ms. Mitchem that her request and their recommendation for approval will be forwarded to the City Commission.

The meeting was adjourned.

Chairman

Date

ATTACHMENT A

MINUTES OF PLANNING BOARD MEETING

PLANNING AND DEVELOPMENT REVIEW BOARD

REGULAR MEETING CITY HALL, QUINCY FLORIDA

February 17, 2014

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Ms. Judy Ware
Mr. Willie Reeves III
Mr. Tommy Skipper

Members Absent:

Ms. Denise Pouncey Hannah
Mr. Alvin Young
Mr. Dan Hooker

Staff Present:

Bernard O. Piawah, Building and Planning Director
Sylvia Hicks, City Clerk

The meeting was called to order by Acting Chairman Tommy Skipper.

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Public Works: Has no comments or concerns

Utilities: Has no comments or concerns

Police: Has no comments or concerns

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Ms. Kimberly Williams made a motion to approve the request for a special use to operate a daycare facility at 359 East Jefferson Street. Ms. Judy Ware seconded the motion. The ayes were unanimous.

Mr. Skipper advised Ms. Mitchem that her request and their recommendation for approval will be forwarded to the City Commission.

The meeting was adjourned.

Chairman

Date

ATTACHMENT B



THE CITY OF QUINCY

404 West Jefferson Street Quincy, Florida 32351-2328 Phone: (850) 616-0030 Fax: (850) 873-7313

Request for Development Review Requiring Public Hearing

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 X Informal Hearing

Name: Darlene W. Mitchem

Address: 125 Springmeadows Rd. Quincy, FL 32381

Telephone Number: 850-627-3039

Property Location: 359 East Jefferson Street Quincy, FL 32351

Signature: [Handwritten Signature]

Date: 10/10/13

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.

1. Submit a complete Special Use Permit Application. (See page 2)
2. Submit application fee of \$500.00;
3. Application will be scheduled to be heard by the Development Review Committee (DRC), 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.



**CITY OF QUINCY
BUILDING AND PLANNING DEPARTMENT**

404 West Jefferson Street Quincy, Florida 32351 Phone: (850) 618-0020
Fax: (850) 875-7313

SPECIAL USE PERMIT APPLICATION

PROPERTY OWNER

NAME: Carlton Sheffield
MAILING ADDRESS: 359 East Jefferson Street
CITY: Quincy STATE: Fl. ZIP CODE: 32351
PHONE NUMBER: 850-510- FAX NUMBER: —

APPLICANT/AGENT (if other than property owner)

NAME: Darlene W. Mitchem
MAILING ADDRESS: 725 Spring Meadows Road
CITY: Quincy STATE: Fl. ZIP CODE: 32351
PHONE NUMBER: 850-627-3284 FAX NUMBER: 850-627-3284

PROPERTY INFORMATION

ADDRESS: 359 East Jefferson Street, Quincy, Fl. 32351
PARCEL TAX I.D. NUMBER: 3-07-2N-3W-0740-0000-0440
CURRENT ZONING DISTRICT: 10
CURRENT LAND USE: Day Care Center
PROPOSED LAND USE: Day Care Center

Project description to include all proposed land uses. Be specific in your answer (attach additional sheet(s) as necessary)

Day care will be opened
from 6 AM - 5:00 PM m-F closed
weekends.

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 designated flood prone or wetlands area? NO

If yes, what steps will be taken to mitigate these impacts? NO

Are there any known historical or archeological sites on the property? NONE

If yes, what steps will be taken to preserve these sites? NONE

Are there any provisions for dedicated open or recreational space? Yes

Is there adequate space for vegetative or other type buffer between this use and adjacent properties? Yes
Explain:

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.

N/A

DOCUMENTATION ATTACHED IN SUPPORT OF THIS APPLICATION

Site Plan (see staff for additional information)

Floor Plan (see staff for additional information)

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

Copy of warranty deed *Called do not need if you have the mental agreement*

Application fee of \$500.00 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)

N/A 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.

DM 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.

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


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

DM 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.

Property Owner's Signature _____

Date 01/15/14

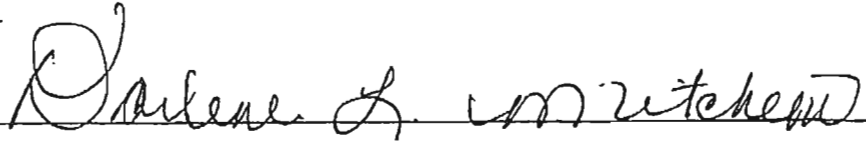


Property Owner's Signature _____

Date _____

Applicant's Signature _____

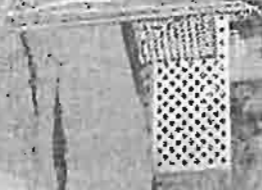
Date 12/12/13



Applicant's Signature _____

Date _____

02/18/2014



373 E. Jefferson St. Office Building

Parking

Hwy 211 ←

OUT ←

IN →

Paved Driveway

Hwy 90

55'

Gravel Lot

Gravel

Gravel Lot

Hwy 18 ←

IN ↓

Gravel

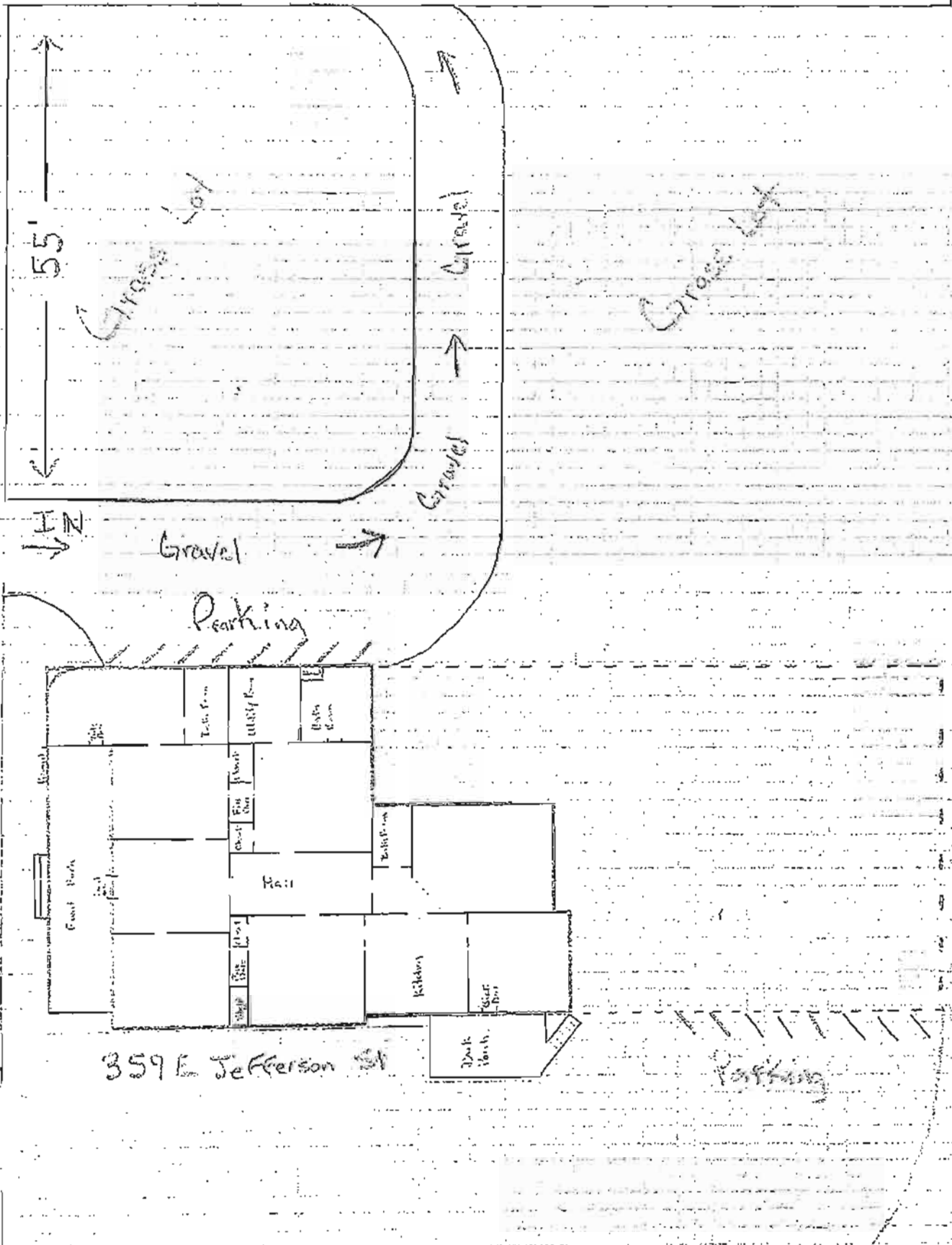
Parking

Hwy 90 →

359 E. Jefferson St

Dark Wash

Parking





To Whom It May Concern,

The parking arrangement for All My Children Daycare Center currently at 359 East Jefferson is temporary. I am leasing parking spaces from the neighboring business to provide a safe and adequate area for parent drop off and pick up. I am, however, strategically and diligently working with the Department of Transportation to create a permanent driveway & parking area for All My Children Daycare Center. If any further question arise, please feel free to contact me.

Sincerely

Darlene Mitchem

A handwritten signature in cursive script that reads "Darlene Mitchem". The signature is written in black ink and is positioned above the typed name and address.

All My Children Daycare Center
1709 Jefferson St.
Quincy Fl. 32351

850-627-3039



PARKING SPACE LEASE AGREEMENT

Karen L. Wells, as Lessor, does hereby agree to let to Darlene Mitchem of All My Children Daycare Center, as Lessee, both entrances of property located at 373 E. Jefferson Street, Quincy, Florida 32351. The following terms and conditions shall apply to this Parking Space Lease Agreement ("Agreement"):

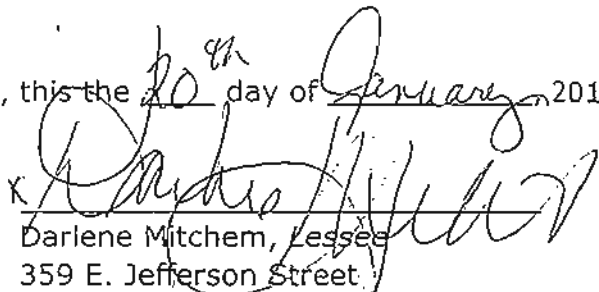
Terms and Conditions:

1. **Items Left in Vehicle.** Lessor shall not be responsible for damage or loss to possessions or items left in Lessee's vehicle.
2. **Damage to Vehicle.** Lessor shall not be responsible for damage to Lessee's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.
3. **Parking Lot Attendants.** Lessor () shall () shall not provide parking lot attendants. In the event that Lessor provides such attendants, any use of such attendant by Lessee to park or drive Lessee's vehicle shall be at Lessee's request, direction and sole risk of any resulting loss and Lessee shall indemnify Lessor for any loss resulting from such use.
4. **Payments by Lessee.** Lessee agrees to pay \$250.00 per month for the aforementioned parking space. Lessee is to make such leasehold payment -(to Lessor or Lessor's Agent) in person (or by mail) at 373 E. Jefferson Street, Quincy, Florida 32351. Payments shall be made in advance by Lessee by the 10th of each month, thereafter.
5. **Receipts by Lessor.** Lessor agrees to provide a receipt to Lessee for each payment received. Such receipt shall show the amount paid of the leased parking space.
6. **Sod.** Any worn down soil on the entrance and entire length of leased parking area must be replaced by the lessee upon termination of the lease.
7. **Liability.** The lessee is 100% responsible for all liability anywhere the customers and guests of Darlene Mitchem and All My Children Daycare tread. The lessor is 100% released from any liability whatsoever of guests and visitors of the lessee.
8. **Lessee Clients.** The lessee must advise clients that they are to park on leased side only, but can enter on side of 359 E. Jefferson Street and exit on side of 373 E. Jefferson Street.
9. And any other liabilities not listed herein.

EXECUTED AND AGREED by the parties hereto, this the 20th day of January, 2014.



Karen L. Wells, Lessor
373 E. Jefferson Street
Quincy, FL 32351



Darlene Mitchem, Lessee
359 E. Jefferson Street
Quincy, FL 32351

Follow up
Support

Monday, January 13, 2014

To The Staff of All My Children Daycare,

I would like to sincerely thank you for all of your hard work & dedication in the lives of the children you work with. From the daily home cooked meals, to the detailed cleanliness of your facilities, the entire staff shows great care & dedication to the students. Your facility's Above & Beyond approach to teaching has made quite a difference in my son's educational abilities. Your hard work and dedication is extremely appreciated.

Thank you,

M. Kate Moody

Kate Moody

children of
SUPPORT

January 13, 2014

To whom this may concern:

I am writing to show my support for Mrs. Darlene Mitchem proposed project of an All My Children School. I believe that Mrs. Mitchem's proposed project All My Children 2 will greatly benefit the children and the community and I'm writing to express my full support. I have worked closely with Mrs. Mitchem for approximately over a year and feel confident expressing my full support for her project. My children have been involved with this organization since 2012. Their mission at All My Children has been proven through my children continual educational and moral growth. I would most definitely be a part of any program All My Children has to offer. If you have any other question or concerns please feel free to contact me at 850-509-6328 or through email at Sharonda_thigpen@yahoo.com.

Thanks,


Sharonda Thigpen Robinson

To whom it may concern, 1/13/14
 my name is Sierra Harris. I have a daughter that attends All my Children Day Care Center under the direction of Mrs. Darlene Mitchem. My daughter has been attending this center since October of 2012. I am pleased to say that I have never come in contact with a person like her or a daycare center as good as All my Children. My daughter entered All my Children Daycare center not knowing much. Within a month she was coming home reciting her alphabets and numbers. Over the past year she has advanced so much. She now know her alphabets, numbers, colors, the pledge, the president of the United States, the mayor of Quincy, the city and state that she lives in, how to say please, thank you, ma'am and sir and the list goes on. ~~The~~ I love the open door policy that Mrs Mitchem offer. The environment is pleasing. The day care is always clean and smells fresh. I have recommended this daycare center to several people and will continue to do so. I could have not chosen a better place. If Mrs Darlene was able to open a franchise of daycare centers I ~~was~~ would highly recommend it and stand

behind her 100%. I love this
daycare center and my daughter will
remain here until her time is due.

If you have children and are in
need of child care services, All my
Children Daycare Center is the place
to be.

Thank you,
Sonia Hand

January 21, 2014

To whom it may concern:

I, Karen L. Wells, as Lessor to Darlene Mitchem of All My Children Daycare Center, Lessee, am in agreement with the Lessee's Daycare being located next door to my business located at 373 E. Jefferson Street.

A handwritten signature in cursive script that reads "Karen L. Wells". The signature is written in black ink and is positioned above a horizontal line.

Karen L. Wells, K.L. Wells Associates, Inc.
373 E. Jefferson Street
Quincy, FL 32351



To Whom It May Concern,

I operate a profound daycare center here in Quincy; All My Children Daycare Center, where I house certified VPK teachers and staff that take pride in educating the local children in this community. I opened All My Children Daycare Center about a year ago and expanded quickly; I reached capacity six months in, which is why I am before you today.

I enjoy seeing the children at All My Children Daycare Center learn, grow, and excel each day. I know that the curriculum we teach each child plays an important role in their overall education. I want to be able to reach as many children as possible in this community; in order to fulfill my dreams, I need to expand and open another facility. The children that attend All My Children Daycare Center are cared for and taught as if they were my own, and the parents are very pleased with the care we provide. In order for me to remain in business and continue the exceptional care and education, I need to open another facility. Without another facility, I run the risk of losing children.

Opening another facility will ensure the ability to accommodate each child currently on the waiting list and their siblings. I currently have parents who are with child and would prefer siblings to attend the same daycare center. Meeting the demands of my parents is essential to my business, which is why I am asking for your permission to open another facility.

Sincerely

A handwritten signature in black ink that reads "Darlene Mitchem". The signature is fluid and cursive, written over the word "Sincerely".

Darlene Mitchem

All My Children Daycare Center
1709 Jefferson St.
Quincy FL 32351
850-627-3039

through 18. All classes have been represented at the Development's Leadership Institute. The daylong

NOTICE OF QUINCY PLANNING AND DEVELOPMENT REVIEW BOARD MEETING:

The Quincy Planning and Development Review Board will hold its meeting on Monday February 17th 2014 at 6:00 PM in the City Hall, 404 W. Jefferson Street, to discuss the following:

1. The review of the Special Use Permit application received from Darlene Milchem for the location of a daycare center at 359 East Jefferson Street, Quincy, Florida.

If you have any question, please, call Bernard Piawah, Building and Planning Department, at 850-618-0030, ext. 6677.

MEETING NOTICE

The next regular meeting of the Board of County Commissioners will be Tuesday, February 4, 2014 starting at 6:00 p.m. The following items have been agenda'd: Amendments and Approval of Agenda; Awards, Presentations and Appreciations; Presentation From The American Red Cross Capital Area Chapter, Clerk of Courts; County Finance and County Clerk Issues; Tax Dead Applications - 2013; Consent: Approval of Minutes (September 3, 2013 Regular Meeting; November 5, 2013 Regular Meeting); Ratification of Approval to Pay County Bills; Write-off of EMS Accounts & Approval of Resolution 2014-004; Approval and Signature(s) for Satisfaction of Assessment Lien(s) State Housing Initiative Partnership (SHIP) Program / Gadsden County Emergency Repairs (ER) Program; Approval of Signatures for Special Assessment Liens and Rehabilitation Contract - State Housing Initiative Partnership (SHIP) Program or Gadsden County Emergency Repair (ER) Program; Items Pulled for Discussion: Citizens Requesting to be Heard on Non-Agenda Items (3 minute limit); Public Hearings; General Business; Appointment



2013 Big Bend Hospice Tree of Remembrance

Many thanks to all who contributed to the Big Bend Hospice Tree of Remembrance. Your gifts allow Big Bend Hospice to provide care, comfort and hope to our patients each day.

MANY THANKS TO OUR SPONSORS
FOCUS GROUP UNION STORE'S HOME CENTER,
CAPITAL CITY BANK, CENTENNIAL BANK

The following people have been remembered or honored at the Tree of Remembrance in Gadsden County.
In Memory or Honor of:

- Al and Lewis Bassett
- Harry Bassett
- Jessie Shaw Bates
- Marlene Bates Jr.
- Harold Rogers Bart
- E.B. Bradley
- Vann Bryant
- Eric Jay Caldwell Sr.
- Early Sunday Clark
- Carly Clay Sr.
- Frances Clem Jr.
- John Dennis Cogdill
- Susan Conrad
- Edora Coopers
- Patricia DeGraft
- Pat & Christine Dupont
- Hershel & Lela Edwards
- Mike Edwards
- Orlo W. "Gobler" Edwards
- Hal Fletcher
- Dallie Forester
- Early James Gilyard
- Mika L. Gilyard
- Carl Glass
- Jean Heath
- August T. Hinson
- Charleston L. Holt Sr.
- Margaret L. Johnson
- Mary Kowalski
- Bobbie Jean Locke
- Melrose McAsh
- Eileen Menter
- Joshua Miller
- Rudolph Myles
- Aamos Lee Pearson
- Phyllis Phlips
- Harold Ray
- Harold Ray
- Clarence Herman Rowan
- Thelma L. Shaw
- Jane Bassett
- Doris C. Bassett
- Marlene B. Bates
- Marlene B. Bates
- Doris N. Bart
- Viola M. Underwood
- Jimmy & Lisa Weeks
- Joyce Acord
- Robert & Nancy Flourney
- Elizabeth Clay
- Evelyn E. Clem
- Laura Cogdill
- Adelaine Suber
- Erna Conyers
- Nick & Wendy Adams
- Sterling Dupont
- Rusty Edwards
- Berry Edwards
- Adelaine Suber
- Ola Moody
- Alice M. Gilyard
- Alice M. Gilyard
- Helene Glass
- Vernon Heath
- Adelaine Suber
- Luze M. Holt
- Alex & Jane Hinson
- Linda Smith
- Gerard L. Locke
- Rebecca Summerford
- Adelaine Suber
- Ann Kellogg
- Berry Robinson
- Earrest & Add Pearson
- Adelaine Suber
- Nora Prill
- Douglas Ray
- Eudice Rowan
- Alex & Jane Hinson

To register, please contact the TCC Leadership Institute at (850) 201-8760 or visit www.TCCWomenInLeadership.com.

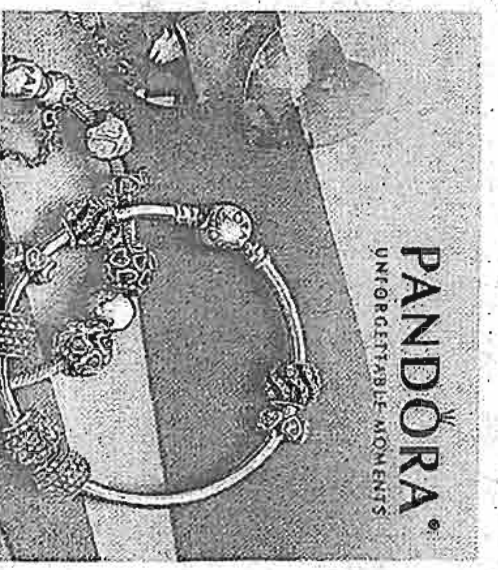
Hospice fundraiser sprouts in April

Spring Fling Under a Manhattan Moon, 7 to 9:30 p.m. April 24 at Tallahassee Nurseries. For information about this fundraiser, visit www.bigbendhospice.org or call 850-701-1341. All proceeds benefit the under-funded programs of Big Bend Hospice.

Nonprofit to help

Gadsden residents care for pets

YOU CAN MAKE A DIFFERENCE, an animal welfare organization operating in Gadsden County since 2011, sponsors the following 2014 initiatives to aid Gadsden County residents care for their pets. (1) Low Cost Spay/Neuter Vouchers for qualifying residents, (2) Low Cost spay/neuter vouchers for dogs over 40 pounds, (3) Beat the Heat, \$20 vouchers to neuter male cats, (4) Pet Food Assistance for qualifying residents and, (4) offers emergency veterinary financial assistance for qualifying residents confronting a veterinary emergency (only for companion pets). For information and qualification requirements call 850-364-0079.



PANDORA
UNFORGETTABLE MOMENTS

THE CITY OF QUINCY

QUINCY FIRE DEPARTMENT

FIRE INSPECTION AND REVIEW
ALL MY CHILDREN (2) DAYCARE
359 EAST JEFFERSON STREET, QUINCY

REFERENCE:

Ms. Darlene Mitchem, Director
359 East Jefferson Street
Quincy, FL 32351

DATE: January 30, 2014

REPORT BY: Chief Haire, Fire Marshal

Mr. Piawah,

I completed a Fire Inspection for occupancy for All My Children (2) Daycare.

As you know Ms. Mitchem now has a signed lease agreement with Ms. Wells in the adjoining property to utilize her driveway and parking. With this agreement if all is well with the site plan access in and out of the property should not be problematic.

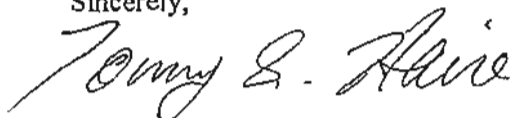
On January 27, 2014 I inspected the fire alarm installation. Fire alarm was installed by a state licensed fire alarm contractor. I tested the alarm and notification was received by Quincy Dispatch within 2 minutes. This is acceptable. All horns and strobes operated effectively.

A new stove and suppression system was installed in the kitchen. The automatic suppression system is monitored through the fire alarm system.

All exit and emergency lighting is installed and is operational at test.

From a fire review standpoint, I have no further issues with the project moving forward.

Sincerely,



Chief Tommy S. Haire, Fire Marshal

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: February 25, 2014

Date Submitted: February 21, 2014

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean Jr., City Manager
Bernard O. Piawah, Director, Building and Planning

Subject: Recommendation for Modular Home Foundation

Statement of Issue

On January 14, 2014, staff presented to the Commission an agenda item regarding the location of modular homes in the City, in light of the concerns of some residents regarding their appearance. As a follow-up to that agenda item, the Manager sent the Commissioners an email on January 31, 2014, committing to reviewing the administrative guidelines in place to identify changes that could be made to improve their appearance on site. The Manager and staff have met with the Building Official and identified the type of installation that will help ensure that the appearance of a modular home after installation on site, is consistent with and compatible with conventionally built homes. According to the Building Official, Mr. Clyde Collins, requiring a monolithic foundation or a solid foundation with footer and stem walls will give the appearance of a site built home. The Commission could choose to require either a monolithic foundation or a solid foundation.

State Requirement:

Section 553.80(d), F.S states that: "state-approved manufactured buildings, including buildings manufactured and assembled offsite are exempt from local code enforcing agency plan reviews except for provisions of the Code relating to erection, assembly or construction at the site" provided that (Section 553.38 F.S.) such local requirements and rules which may be enacted by local authorities are reasonable and uniformly applied and enforced without any distinction as to whether a building is a conventionally constructed or manufactured building.

City Permitting Requirement:

The City's procedure requires a modular home to be placed on a permanent foundation (See Attachment B) and leaves it to the engineer to design the permanent foundation. The options for foundation that are currently available are:

- 1) Monolithic;
- 2) Block Wall;
- 3) Pier or piling; and
- 4) Other, to be specified by the engineer.

According to the Building Official, in order to achieve the desired appearance (i.e., that of a site built home), the monolithic foundation or solid block wall foundation should be required.

Monolithic Foundation: While the monolithic foundation will give the structure the appearance of a site-built home, it is the most expensive style of foundation and could have the effect of making a modular home less cost effective compared to a site built home. So, if the monolithic style is approved as the sole type of foundation for a modular home, it could drastically limit the number of modular homes that would be located in the City.

Solid Block Wall Foundation with footers and stem and brick: This style of foundation will give the modular home the appearance of a site built home at less than the cost of a monolithic foundation. This will have the effect of allowing more modular homes to be located in the City.

Roof Pitch: The Building Official also recommended that we should require a roof pitch of 4 by 12 which will give the roof the angle appearance similar to a site-built home.

Conclusion:

To help achieve the appearance of a site-built home, the provision pertaining to the foundation in Attachment B is proposed to be revised, depending on the Commission's preference, to require that modular homes be placed on either a monolithic foundation, or on a solid block wall foundation with footers and stem and brick. The recommended roof pitch will be 4 by 12, and a carport will be required.

Options:

Option 1: Vote to approve a monolithic foundation for modular homes, with roof pitch of 4 by 12 and a carport.

Option 2: Vote to approve a solid block wall foundation with footers and stem and brick, with roof pitch of 4 by 12 and a carport.

Staff Recommendations:

Option 1

ATTACHMENT A

Agenda Item of January 14, 2014

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 14, 2014
Date Submitted: January 9, 2014
To: Honorable Mayor and Members of the City Commission
From: Jack L. McLean Jr., City Manager
Bernard O. Piawah, Director, Building and Planning
Subject: Are Modular Homes Permitted in the City?

Statement of Issue

Last month the City approved a building permit for the location of a modular home on Martin Luther King Blvd. Subsequently, while the structure was being situated on the site, some citizens called the Manager's office complaining about the location of the structure. The unit just approved by the City is one of a few modular homes that have been allowed in the City. However, while mobile homes are not allowed in the City except in a mobile home park, modular homes are allowed in the City except in the historic district. The purpose of this memorandum is to provide the City Commission with a brief background of the code and Statutory requirements pertaining to the location of modular homes.

Background

The City has not approved the location of a modular home in the City for several years, not because their location was prohibited but because the request for their location was not made. So, it is not surprising that people would wonder if they were permitted in the City.

Section 46-161 of the City's code defines modular homes as follows:

"Modular home means a dwelling unit that: 1) is constructed in accordance with the standards set forth by the state department of community affairs; 2) is

composed of components substantially assembled in a manufacturing plant transported to the building site for final assembly on a permanent foundation; and 3) consists of two or more sections transported on a truck and erected or joined together on the site.

Thus a modular home is regarded by the City's code as a dwelling unit that should locate where ever residential units are allowed except in the historic district where, per Section 46-583(a), they are prohibited in order to maintain the integrity of the City's historic district. As required by the City's code, the structure permitted on M.L.K has been approved by the State (former Department of Community Affairs now housed in the Department of Business and Professional Regulations), and has the state insignia on it.

State Requirement:

Section 553.80(d), F.S states that: "state-approved manufactured buildings, including buildings manufactured and assembled offsite are exempt from local code enforcing agency plan reviews except for provisions of the code relating to erection, assembly, or construction at the site." That is all site related works are subject to local permitting and inspections.

Section 553.38, F.S. requires modular homes to be subject to local land use and zoning requirements, fire zones, building setback requirements, side and rear yard requirements, site development requirements, property line requirements, subdivision control, and onsite installation requirements. Section 553.38 F.S., further states that "such local requirements and rules which may be enacted by local authorities must be reasonable and uniformly applied and enforced without any distinction as to whether a building is a conventionally constructed or manufactured building"; and the permit fees shall be equal to the amount charged for similar permits for conventionally built housing. Thus, according to Section 553.38, F.S., modular homes are to be treated in the same manner as site-built homes with respect to their location; i.e., shall not be discriminated against.

City Permitting Requirements:

The City's requirements for the location of a modular home is consistent with and implements Section 553.38, F.S , and are identical to the requirements for a site-built home. Modular home applicants complete the same permit application process as site-built homes. With respect to foundation work, site-built homes have the following options; they could be: 1) monolithic; 2) block wall; 3) pier or piling; or 4) other types that should be specifically indicated. Modular homes are granted these same options because pursuant to Section 553.38, F.S.; they shall not be discriminated against.

Conclusion:

As discussed above, modular homes are allowed in the City except in the historic district and pursuant to State law (Section 553.38) they are not to be discriminated against. That is, they are to be subjected to the same site and location standards as site-built homes and the permit fees charged shall be similar to those charged for site-built homes. The City's permitting process meets these requirements.

ATTACHMENT B

CITY OF QUINCY

BUILDING AND PLANNING DEPARTMENT

404 West Jefferson Street Quincy, Florida 32351 Phone:(850) 627-7681

Fax: (850) 875-7313

***REQUIREMENTS FOR THE INSTALLATION OF A MANUFACTURED BUILDING
(DCA HOME)***

1. **Completed Permit Application.**
2. **Parcel Identification Number.** Shall be current tax ID number for your parcel of land and can be obtained from the Property Appraiser's Office or from your most recent ad valorem (property) tax notice.
3. **Flood Letter.** Signed and sealed by a Florida registered professional engineer.
4. **Soil Test.** Signed and sealed copy by a Florida registered professional engineer. 10' borings at each corner of proposed construction.
5. **Florida Energy Form.** Form 600-A or 600-B and BTU calculations (Manuel J). **It shall be provided by the seller of the unit with the approved DCA plans.**
6. **Notice of Commencement.** Provide certified copy of NOC for any project over \$2,500.00.
7. **List of Subcontractors.** All subcontractors are required to be either licensed with the City of Quincy or have a State Certified license. **Note: licensed subcontractors shall do all site work (foundation, electrical, plumbing, mechanical, roofing, etc.).**
8. **Owners Disclosure Statement.** Shall be completed for any project permitted by the owner (owner-builder permit).
9. **Site Plan.** A site plan is a scale drawing of your property. The site plan shall include the following information:
 - A. North Arrow.
 - B. Location of *all* existing and proposed structures and their distance from the property line and each other. Setbacks for residential property shall be 10% of the property's dimension. Example: A 100' wide x 200' deep lot would require side setbacks of 10' (100 x 10% = 10') and front and rear setbacks of 20' (200 x 10% = 20').
 - C. Location of driveways, streets, and utility easements.
 - D. Location of any fill material.
 - E. Limits of clearing activities.
 - F. Location of grading activities.
 - G. If flood letter indicates any portion of the property is in a flood zone, show locations of flood boundary line, the established benchmark and the required height of the finished floor of all structures.
 - H. Location of any on-site wetlands such as lakes, swamps, marshes, sinkholes, or shallow depressions.
 - I. An arrow indicating the direction of any slopes.

- J. Location of all natural or constructed water conveyance feature such as a ravine, ditch, swale, culvert, canal, spring, or springs/seeps.
 - K. Location of special development restrictions such as easements, natural areas required to be undisturbed, or land use buffers.
10. **Required Plans: Two (2) sets shall be provided by the seller of the unit along with the approval letter from the State of Florida Department of Community Affairs (DCA). It should include the following:**
- A. **Elevations:** Elevations are drawings showing what the outside of the home will look like when finished including the foundation.
 - B. **Floor Plan:** A floor plan is a scaled drawing of the room layout in the home. The floor plan will include the following information: a. Number, type, size, and location of all rooms; b. Total square feet of heated and cooled area; c. Window and door locations and sizes.
 - C. **Electrical Plan:** This plan shows the location of all interior and exterior electrical features.
 - D. **Plumbing Plan:** This plan shows the location of all plumbing fixtures including the toilets, tubs, showers, sinks, washer hookup and hose outlets.
 - E. **Gas Plan:** This plan shows the locations of the gas fixtures.
 - F. **Mechanical Plan:** This plan shows the location and sizes of the heating & A/C equipment and ducts.
 - G. **Wall Section Detail:** This plan shows the wall detail from the foundation through the ceiling.
 - H. **Foundation Plan:** The foundation plan shall be prepared, signed, and sealed by a Florida registered professional engineer. It shall be designed in accordance with the soil report and the standards of section for a 120 mph windload and the 2010 Florida Building Code.

Foundation Style:

- 1) Monolithic foundation identical to that used for a site built home; or
- 2) Solid Foundation with footers and stem walls designed to look like a site built home with brick walls.

Others:

- I. **Roof Pitch:** The modular home shall have a roof pitch of 4 by 12.
- J. **Carport:** The modular home shall have a carport.
- K. **Landscaping:** The site must be properly landscaped with appropriate trees and shrub used in the neighborhood in order to achieve a compatible appearance with the adjacent dwellings and surrounding.
- L. **Driveway:** The driveway must be completed and paved before the city can issue a certificate of occupancy.

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: February 25, 2014

Date of Submitted: February 4, 2014

To: Honorable Mayor and Commissioners

From: Jack L. McLean Jr., City Manager
Walter McNeil, Chief of Police

Subject: Lease of (4) New Police Vehicles

Statement of Issue:

The Quincy Police Department requests the approval and authorization of the Quincy City Commission to lease four (4) new police vehicles via State of Florida contract from Garber Chevrolet Buick GMC Truck located in Green Cove Springs, Florida. The price of the three (3) fully equipped police vehicles that will be used for general marked unit patrol operations is \$28,526.70 per vehicle and the price of the fourth (4) vehicle that will serve as a fully equipped K-9 patrol unit has a cost of \$37,434.92. The total cost of the four (4) vehicles via State of Florida contract from Garber Chevrolet Buick GMC Truck is \$123,015.02.

This request for a five (5) year lease agreement with Bancorp Bank commits the City to annual payments of \$27,378.22 over the five (5) year life of the lease. Staff is recommending that the funding for this lease agreement come from the Police Department Operating Line Item 001-220-521-70711, which is funded at \$28,000.00 and Operating Line Item 001-220-521-60644, which is funded at \$27,403.00. The total expenditure at the end of the five years lease agreement will be \$136,891.01. Please note that at the end of the lease agreement, the City of Quincy will be able to purchase the vehicles for \$1.00 each.

Background:

The Police Department currently has a fleet of eight (8) marked police vehicles, compromised of Ford Crown Victoria Police Sedans. For the last three years, the Police Department has attempted to adhere to the police industry standard of replacing vehicles with more than 80,000 miles which should mean an operational life of the police car to be about five to six years under driving conditions in the City of Quincy. Over the past three years, the Police Department has purchased only three (3) new police vehicles. Currently, five (5)

of the eight (8) marked patrol vehicles have miles of operation that exceed the 80,000 mile replacement standard.

Analysis:

Commissioners, this lease option allow us to spread the cost of the four vehicles over five fiscal years rather than all at once.

Options:

Option 1: Approve the purchase of four (4) police vehicles from Garber Chevrolet Buick GMC Truck from the State of Florida contract purchasing process, with financing of this purchase via a five (5) year lease agreement with Bancorp Bank.

Option 2: Disapprove the purchase of four (4) police vehicles from Garber Chevrolet Buick GMC Truck from the State of Florida contract purchasing process, with financing of this purchase via a five (5) year lease agreement with Bancorp Bank.

Staff Recommendation:

Option 1

Attachments:

Vehicles specifications from Garber Chevrolet Buick GMC Truck

Lease agreement with Bancorp Bank

Addendum to Master Lease Agreement Municipal

Quincy Police Department's vehicle mileage sheet



Quincy Police Department

Commodity Code	071-111
Line Number	1
Unit Description	1WS19_9C1

Prepared for: _____ Prepared by: _____

1/29/2014
 Quincy Police Department
 Attn: Chief Walt McNeil
w.mcneil@mqquincy.net
 850-728-3450

Garber Chevrolet Buick GMC Truck
 Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 264-0054
 3340 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

I appreciate your interest and the opportunity to quote. Prices are published by the State of Florida Department of Management Services. ([http://dms.mystatere.com/contract_search/\(category\)/18](http://dms.mystatere.com/contract_search/(category)/18)). Purchasing contract number is 071.000.14.1, expiring October 31st, 2014 for ITB No. 10-071-000-C Motor Vehicles. If you have any questions regarding this quote please call

				Base Price
1WS19_9C1		2014 Chevrolet Impala Limited 4dr Sedan Police		\$19,985.00
Codes	Optional Equipment	OEM Mstrp	OEM Disc. 53.00%	Net Price
3FL	Preferred Equipment Group	Included		\$0.00
LFX	Engine, 3.6L SIDI DOHC V6 VVT	Included		\$0.00
MX0	Transmission, 6-Speed Automatic	Included		\$0.00
9C1	Marked Police Package	Included		\$0.00
6A3	Floor Covering, HD Vinyl	90	(\$47.70)	\$42.30
RUF	Wheel, Full Size Spare and Tire	170	(\$90.10)	\$79.90
7X6	Spotlamp, Left-Hand	285	(\$151.05)	\$133.95
6N5	Window Switches, Inside Rear Window Inoperative	35	(\$18.55)	\$16.45
6N6/6B2	Door Locks and Handles, Inside Rear Doors Inoperative	55	(\$29.15)	\$25.85
9G8	Daytime Running Lamps and Automatic Headlamp Control, Delete	0	\$0.00	\$0.00
AMF	Keys, 6 Cut with Integrated Remote Keyless Entry	75	(\$39.75)	\$35.25
19G	Seats, Front Bucket Cloth with HD Vinyl Rear Bench	Included	\$0.00	\$0.00
State of Florida 071 Contract Aftermarket Options:				
P8	Push Bumper (Setina, Go Rhino or Equivalent)	496	\$0.00	\$496.00
NS	Nitesaver Auxiliary Dome Lamp	96	\$0.00	\$96.00
HLTL	Alternating Headlamp/Taillamp Flashers	96	\$0.00	\$96.00
3B	Console Accessory 12-volt Outlets Bank (3)	46	\$0.00	\$46.00
Additional Aftermarket Options:				
WPUMP	Whelen Premium Unmarked Patrol Package -inc.: Front and Rear Full Width Inner Edge Super-LED System with LED Take-downs Vertex 4-Corner Super-LED System 295SLSA6 Combo Light/Siren Controller SA315P Siren/Speaker and Bracket	2496	\$0.00	\$2,496.00
TAD8	Whelen Dominator 8 Super-LED 30" Low Profile Rear Traffic Advisor	662	\$0.00	\$662.00
LINZ6-B	Whelen LINZ6 Series Super-LED 4"x2" Signals (Blue x2; Push Bumper Sides)	294	\$0.00	\$294.00
CIVIL 1000 (MPT + 800V)	Havis Center Console with Cupholders and Armrest	496	\$0.00	\$496.00
LAPTOP	Havis Universal Laptop Stand	396	\$0.00	\$396.00
MAZL-90	AC/DC Industries Battery Run-Down Protection with Timer and 6-Fuse Output	279	\$0.00	\$279.00
PARTITION	Cage with 1/2 Expanded Metal/Lexan, w/ Slider, Full Width Extension Panel	779	\$0.00	\$779.00
INSTALL	EVT Certified Installation -inc.: Labor, Wire, Loom, Hardware	425	\$0.00	\$425.00
XTL2500	Motorola XTL2500 Radio	900	\$0.00	\$900.00
PAINT	Paint and Graphics Package	746	\$0.00	\$746.00
T&D	Temporary Tag and Delivery to Any Location in Florida	Included	\$0.00	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE				\$ 28,526.70

COLORS: Summit White (50U) exterior; Ebony Cloth (19G) Interior

Total x6 Units: \$142,633.60



Commodity Code	071-131
Line Number	1
Unit Description	CC10706, PPV

Prepared for: **1/29/2014** Prepared by: **Garber Chevrolet Buick GMC Truck**

Quincy Police Department
 Attn: Chief Walt McNeil
 w.mcneil@myquincy.net
 850-726-3460

Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 284-0054
 3340 Hwy 17 Green Cove Springs, FL 32043
 rdavis@garberautomall.com

I appreciate your interest and the opportunity to quote. Prices are published by the State of Florida Department of Management Services. ([http://dms.myflorida.com/contract_search/\(category\)/18](http://dms.myflorida.com/contract_search/(category)/18)). Purchasing contract number is 071.000.13.1, expiring October 31st, 2013 for ITB 071-000-S motor vehicles. If you have any questions regarding this quote please call

CC10706, PPV	2014 Chevrolet Tahoe 4dr 2WD Police	Base Price	\$25,564.00
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Codes	Optional Equipment	OEM Msrp	OEM Disc 62.00%	Net Price
*** 2014 Model Carryover Pricing from 2013 Contract ***				
1FL	Commercial Preferred Equipment Group	Included	\$0.00	\$0.00
PPV	Identifier for Police Vehicle	Included	\$0.00	\$0.00
LMG	Engine, Vortec 5.3L V8 SFI Flexfuel	Included	\$0.00	\$0.00
MYC	Transmission, 6-Speed Automatic	Included	\$0.00	\$0.00
K5T	Batteries, Dual, 660 Cold-Cranking Amps	190	(\$117.80)	\$72.20
7X5	Spotlamp, Left-Hand	460	(\$285.20)	\$174.80
6N5	Switches, Rear Window Inoperative	56	(\$34.72)	\$21.28
6B2	Door Handles, Inside Rear Doors Inoperative	66	(\$40.92)	\$25.08
6N6	Door Locks, Inside Rear Doors Inoperative	66	(\$40.92)	\$25.08
B85	Bodyside Moldings	100	(\$62.00)	\$38.00
9G8	Headlamps, Daytime Running Lamps and Auto Control Delete	1	(\$0.62)	\$0.38
G80	Locking Rear Differential	295	(\$182.90)	\$112.10
State of Florida 071 Contract Aftermarket Options:				
PB	Push Bumper (Setina, Go Rhino or Equivalent)	496	\$0.00	\$496.00
NS	Nitesaver Auxiliary Dome Lamp	96	\$0.00	\$96.00
HLTL	Alternating Headlamp/Taillamp Flashers	96	\$0.00	\$96.00
3B	Console Accessory 12-volt Outlets Bank (3)	46	\$0.00	\$46.00
Additional Aftermarket Options:				
WPUMP	Whelen Premium Unmarked Patrol Package -inc.: Front and Rear Full Width Inner Edge Super-LED System with LED Take-downs Vertex 4-Corner Super-LED System 295SLSA6 Combo Light/Siren Controller SA315P Siren/Speaker and Bracket	2496	\$0.00	\$2,496.00
TADB	Whelen Dominator 8 Super-LED 30" Low Profile Rear Traffic Advisor	662	\$0.00	\$662.00
DBKTS	Whelen Bracket for Traffic Advisor	Included	\$0.00	\$0.00
LINZ6-B	Whelen LINZ6 Series Super-LED 4"x2" Signals (Blue x2; Push Bumper Sides)	294	\$0.00	\$294.00
SLP-RB	Whelen SlimLighter Super-LED 16"x2" Signals (Red/Blue x 2; for Rear Side Windows)	752	\$0.00	\$752.00
C-VISOR35 (TAB1)	Havis Captain Console with Cupholders and Armrest	496	\$0.00	\$496.00
LAPTOP	Havis Universal Laptop Stand	396	\$0.00	\$396.00
MZL-90	AC/DC Industries Battery Run-Down Protection with Timer and 6-Phase Output	279	\$0.00	\$279.00
PARTITION	Cage with 1/2 Expanded Metal/Lexan, w/ Slider, Full Width Extension Panel	779	\$0.00	\$779.00
SEAT	Rear Transport Seat and Cage Behind 2nd Row	714	\$0.00	\$714.00
INSTALL	EVT Certified Installation -inc.: Labor, Wire, Loom, Hardware	475	\$0.00	\$475.00
PAINT	Paint and Graphics Package	746	\$0.00	\$746.00
K9	American Aluminum K-9 Unit with Water Bowl and Hot & Pop System with Alarm/Pager	2579	\$0.00	\$2,579.00
T&D	Temporary Tag and Delivery to Any Location in Florida	Included	\$0.00	\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE				\$ 37,434.92

COLORS: Summit White (50U) exterior; Ebony Premium Cloth Front with Vinyl Rear Bench (19C, 678) Interior

**MASTER LEASE AGREEMENT
MUNICIPAL**

The Bancorp Bank dba Mears Leasing ("Lessor"), a part of The Bancorp Fleet Management and Leasing Network with offices at _____ and the undersigned _____ ("Lessee") with offices at _____ hereby agree as follows:

1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. After delivery Lessor will deliver to Lessee a Schedule A reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** Pro rata lease payment on the basis of a 30-day month for the period from delivery to the first day of the succeeding month if delivery is between the first (1st) and eighteenth (18th) of a month will be due on delivery with the initial lease payment due on the first (1st) of the month after delivery. If delivery occurs after the eighteenth (18th) of a month such a pro rata payment and the initial lease payment will be due on delivery with the second lease payment due on the (1st) of the second month after delivery. Subsequent lease payments will be due on the (1st) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peacefully surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the then undepreciated balance of the original value of the vehicle set forth in the Schedule A calculated in accordance with the rules for level yield calculations in Financial Accounting Standards Board's Standard No. 13 utilizing the original value, term, rent (excluding taxes) and expiration depreciated value set forth in the Schedule A and (c) the remaining portion of the sum of two (2) such rent payments amortized on a straight line basis over the lease term considering only full months elapsed. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain all risks casualty insurance on the Vehicles. If requested, Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. The parties waive any right to a jury trial in any related action. Any waiver must be in writing.

18. **Bank-Qualified Tax Designation.** **Initial box if this paragraph applies.** Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than **\$10,000,000** of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have, or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: _____

The Bancorp Bank dba Mears Leasing
Lessor

Lessee

ADDENDUM TO MASTER LEASE AGREEMENT MUNICIPAL

The Lessor and Lessee agree that the attached Addendum is an integral part of the Master Lease Agreement Municipal between them and is hereby fully and expressly made a part of the Master Lease Agreement. Paragraph 12, Termination Settlement, is amended to read after the paragraph's last sentence: "If the lease is not in default at the end of the lease term, the Lessee may retain the vehicle(s) free and clear of Lessor's lien(s), upon payment of \$1 to the Lessor for the vehicle(s), which sum shall constitute the Settlement Value on the vehicle(s)."

Quincy Police Department Vehicle Inventory

Vehicle # Description: Comments: Mileage: Location: VIN#

Administration Vehicles:

109	2003 Crown Vic.	Chief	103518	repair shop 2wee	2FAFP71W13X154620
115	2004 Ford Expedition	Captain	137500	Take Home	1FMPU15L14LA68755
128	2011 Crown Vic.	Asst. Chief	46454	Take Home	2FABP7BV8BX107636

CID Vehicles:

111	2005 Ford Expedition	K-9	103734	Take Home	1FMPU15525LA65060
116	2005 Black Crown Vic.	C.I.D.	123788	Take Home	2FAFP71W25X149722
120	2004 Blue Crown Vic	C.I.D.	127031		2FAFP71W24X118033
121	2005 Silver Crown Vic.	C.I.D.	108530	Take Home	2FAFP71W85X116479
127	2005 Gray Crown Vic.	C.I.D.	93691	Take Home	2FAFP71W85X116482
118	2002 Ford Explorer	Rittman	144650	QPD Parking Lot	1FMZU62E62UB65825

Patrol Vehicles:

101	2009 Crown Vic	Patrol	71256	QPD Parking Lot	2FAHP71V99X111765
102	2011 Crown Vic.	Patrol	35967	QPD Parking Lot	2FABP7BV7BX107630
103	2005 Crown Vic.	Transmission	79015	Land Field	2FAFP71WX5X179552
104	2011 Crown Vic.	Patrol	41426	QPD Parking Lot	2FABP7BV0BX107629
124	2002 Ford Durango	Air Condition		QPD Parking Lot	1B4HR38N42F143556
106	2005 Crown Vic.	Patrol	81203	QPD Parking Lot	2FAFP71W65X179547
108	2011 Crown Vic.	Patrol	50483	QPD Parking Lot	2FABP7BV6BX107635
110	2009 Crown Vic.	Patrol	66893	QPD Parking Lot	2FAHP71V79X111764
117	2002 Crown Vic.	DUI/ Traffic	108804	Land Field	2FAFP71W82X116462
126	2005 Crown Vic.	Traffic	95809	Take Home	2FAFP71W65X117789

Red: Non-Functional Vehicles/ Deadline

NOTES* Vehicle #119, The 2002 Ford Neighbor (Battery Operated Vehicle) is out of service, no longer part of the Police Department's fleet.

Vehicle #105, The 2005 Crown Victoria is no longer a part of our Fleet. The vehicle was vandalized and burnt. Vin # 2FAFP71W45X179577

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: February 25, 2014

Date Submitted: February 20, 2014

To: Honorable Mayor and Members of the Commission

From: Jack L. McLean Jr., City Manager
Mike Wade, Utilities Director

Subject: Bulk Power Supply Contract Extension

Statement of Issue:

The existing Bulk Power Supply Agreement with the Florida Municipal Power Agency (FMPA) is for a five year term commencing on January 1, 2011 and expiring on December 31, 2015. As provided for in the existing contract FMPA has offered a two or three year contract extension with a term from January 2016 through December 2017/December 2018. The City has at least three options to consider in regards to the FMPA offer; 1) accept the offer, 2) renegotiate the proposed pricing, 3) reject the proposal and issue an RFP.

Background:

The City of Quincy retained Fred Wilson & Associates (FW&A) in 2010 to issue a Request for Proposal (RFP) for the city's bulk power supply. After evaluating all proposals FMPA was selected and the parties entered into a five (5) year agreement for FMPA to supply the City with its wholesale power requirements excepting power purchased by the City through the SEPA agreement. The contract with FMPA includes a provision, paragraph 1.2 (b), "that no later than January 1, 2014, FMPA may, at its sole option, provide the City with proposed new terms and conditions, including, at a minimum, rates for capacity, non-fuel energy charges, and a fuel energy charge projection, for the City's consideration to extend the Service term for an additional two years, or a longer extension of the Service Term as mutually may be agreed upon by the parties. If FMPA and the City agree, this contract-with it financial assurances- shall be extended based

upon those agreed upon terms and conditions". On or about December 27, 2013 FMPA sent a contract extension offer to the City¹.

Analysis:

Staff engaged the services of FW&A to assist in evaluating the FMPA proposal. FW&A is familiar with the City's existing contract and has worked with other municipals and consultants across Florida for their purchased power requirements. In preparation of the evaluation FW&A retained WHH Enterprises as a sub-consultant to assist with the analysis. The analysis suggests that with the FMPA proposal the cost of power from FMPA would increase by 17% in 2016 and an additional 8% annually for each of the remaining two years. The analysis indicates that many power supply companies currently have excess capacity and the power supply market is very competitive in Florida at this time. Based on recent solicitations, Duke Energy Florida (previously Progress Energy Florida), Florida Power and Light, Seminole Electric Cooperative, Gainesville Regional Utilities, Orlando Utilities Commission, and FMPA have been active in the power supply market. Comparisons of bulk power supply charges were made between recent solicitations by Mt. Dora and Winter Park which indicated they received more favorable pricing from the RFP's than the City's price from the FMPA proposal. The consultant's report estimates the cost for an RFP to be less than \$50,000 and the RFP should be issued no later than November 1, 2014.

Another one of the viable options could provide for staff to negotiations with FMPA on their pricing proposal. We believe the initial FMPA offering is negotiable and that negotiation will produce a more favorable adjust in the pricing. Any negotiate price would be reviewed and evaluated by FW&A in comparison to the power supply market. If the negotiate price is very competitive, Staff will bring it to the Commission acceptance or rejection.

Options:

1. Accept the FMPA proposal to extend the contract for an additional two or three years under the terms proposed by FMPA
2. Direct Staff to renegotiate the proposal with FMPA and bring renegotiated proposal back to the Commission.
3. Reject the FMPA proposal and issue a request for proposal for bulk power supply.

¹ FMPA December 2013 proposal and the FW&A initial evaluation are part of on-going negotiation and as such are confidential until negotiations are complete.,

Staff Recommendation:

Option 2

Attachments:

1. Full requirements Power Sale Contract

EXECUTION ORIGINAL

FULL REQUIREMENTS POWER SALES CONTRACT

between

FLORIDA MUNICIPAL POWER AGENCY
(ALL-REQUIREMENTS POWER SUPPLY PROJECT),

a governmental legal entity created and existing pursuant to Florida law,

and

the CITY OF QUINCY, FLORIDA,

a Florida municipality operating a retail electric utility in Gadsden County, Florida.

dated as of
December 9, 2010

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FULL REQUIREMENTS POWER SALES CONTRACT

This full requirements power sales contract is dated as of December 9, 2010, and is between FLORIDA MUNICIPAL POWER AGENCY (ALL-REQUIREMENTS POWER SUPPLY PROJECT), a governmental legal entity created and existing pursuant to Florida law ("FMPA") and the CITY OF QUINCY, FLORIDA, a Florida municipality operating a retail electric utility in Gadsden County, Florida (the "City").

FMPA was created pursuant to the Florida Interlocal Cooperation Act of 1969, § 163.01, Fla. Stat. (the "Interlocal Act"), and the Joint Power Act, Ch. 361, part II, Fla. Stat. (the "Joint Power Act"), and exercises power and authority granted to it under both or either provision pursuant to its enumerated powers set forth in the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended and supplemented to the date of this contract and as may be amended and supplemented afterwards (the "Interlocal Agreement," and collectively with the Interlocal Act and the Joint Power Act, the "Act") to, among other things, provide a means for Florida municipalities and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage to provide for the present and projected electric energy needs of such municipal corporations and other entities.

FMPA is authorized and empowered, among other things, (1) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend, or otherwise participate jointly in one or more electric projects; (2) to make and execute contracts and other instruments necessary or convenient in the exercise of the powers and functions of FMPA under Florida law; (3) to issue bonds, notes, and other evidences of indebtedness to pay all or part of the costs of acquiring or participating in such electric projects; (4) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and (5) to market and dispose of its surplus capacity and energy for the economic benefit of the All-Requirements Power Supply Project.

In order to secure an adequate, reliable, and economical supply of electric capacity and energy to supply, with certain exceptions, all of the needs for electric capacity and energy of the Project Participants contracting with FMPA, FMPA established the "All-Requirements Power Supply Project," which constitutes an "electric project" and a "project" as defined in the Interlocal Act and the Joint Power Act, respectively, and created the System to carry out the All-Requirements Power Supply Project.

FMPA has implemented the All-Requirements Power Supply Project by acquiring electric capacity and energy and providing for dispatch, transmission, and other services included or to be included in the System for sale and delivery to Project Participants contracting with FMPA through whatever means it deems advisable, including, without limitation, the purchase of capacity and energy and dispatching, transmission, and other services, and the ownership or leasing of

generation, dispatching, and transmission facilities or any interest therein or output or services from such generation, dispatching, and transmission facilities.

The actions taken and to be taken by FMPA to implement the All-Requirements Power Supply Project have been authorized by the Interlocal Act, the Joint Power Act and the Interlocal Agreement, which Interlocal Agreement, the All-Requirements Contract, and this contract each constitute an "agreement to implement a project" and a "joint power agreement," as such terms are used in the Joint Power Act

The City is a member of FMPA, and the capacity and energy that FMPA is selling and delivering to the City pursuant to the terms of this contract is surplus to the needs of the All-Requirements Power Supply Project.

The City has a separate agreement for the purchase of 8,400 kW of capacity and associated energy, as of the Effective Date (as defined in section 1.1 (Effective Date)), from the Southeastern Power Administration ("SEPA"), which is the scheduling responsibility of the City, in coordination with PEF.

Subject to the terms and conditions of this contract, the parties desire that FMPA sell and the City purchase all capacity and energy necessary for the City to meet its native electric load requirements, above the City's purchases from SEPA, pursuant to the terms of this contract.

The parties therefore agree as follows:

Article 1 CONTRACT TERM

- 1.1 **Effective Date.** This contract becomes effective on the latest date it is signed by the parties ("**Effective Date**").
- 1.2 **Service Term.**
 - (a) Services will be provided pursuant to this contract for five years beginning January 1, 2011 (or, pursuant to notice by the City, a later date when FMPA makes the initial schedules of capacity and energy to the City), and ending on December 31, 2015 ("**Service Term**").
 - (b) No later than January 1, 2014, FMPA may, at its sole option, provide the City with proposed new terms and conditions, including, at a minimum, rates for capacity, non-fuel energy charges, and a fuel energy charge projection, for the City's consideration to extend the Service Term for an additional two years, or a longer extension of the Service Term as mutually may be agreed upon by the parties. If

FMPA and the City agree, this contract shall be extended based upon those agreed upon terms and conditions.

Article 2
SALE OF ELECTRIC CAPACITY AND ENERGY

- 2.1 **Quantity.** FMPA agrees to sell to the City, and the City agrees to purchase from and pay FMPA for, the City's total capacity and energy needs for its electric load as forecast by FMPA at the Meter Points and scheduled by FMPA at the Delivery Point, after being reduced by the SEPA Capacity and the SEPA Adjustment Factor, respectively, subject to the terms and conditions of this contract.
- 2.2 **Availability.** FMPA shall provide capacity and energy to the City, as a Firm Full-Requirements Member, at the Delivery Point. FMPA shall provide such capacity and energy with a priority that is equal to the priority FMPA gives to its other Firm Full-Requirements Members.
- 2.3 **Applicability.**
- (a) The monthly rates are applicable during the Service Term to electric capacity and energy purchased from FMPA by the City for its own use and for resale to its retail customers. The City shall not use the electric capacity and energy purchased under this contract to make wholesale sales or to serve wholesale customers of any type. The electric capacity and energy provided under this contract is three-phase 60 cycle alternating current at a standard nominal voltage, as delivered to the Transmission System at the Delivery Point.
 - (b) The City acknowledges and agrees that FMPA, or its agent(s), shall have the absolute authority, which FMPA or its agent(s) may exercise in their sole discretion, to manage, control, operate and maintain the electricity resources used to supply energy to the City under this contract. FMPA may serve the City with energy from any resource(s) available to it without limitation.
- 2.4 **Exclusivity of Supply.** The City shall not purchase electric capacity or energy to serve any of its retail load requirements from any Person other than FMPA, and SEPA, without the prior written consent of FMPA unless FMPA fails to furnish capacity or energy to the City pursuant to the terms of this contract, except that this section 2.4 (Exclusivity of Supply) is not intended, nor is it to be construed, to prohibit the interconnection and net metering of customer-owned renewable generation resources that are located on such customer's premises (*i.e.*, the load side of the customer meter) and sized primarily to offset part or all of the retail customer's electric requirements with renewable energy.

2.5 **Operating Requirements.**

- (a) The City shall, at its own expense, comply with the PEF power factor requirements set forth in Attachment V to the OATT.
- (b) Insofar as practicable, the City shall protect, operate, and maintain the City's System so as to avoid or minimize the likelihood of disturbances which might cause impairment of service on the Transmission System. The City shall implement load shedding programs to maintain the reliability and integrity of the Transmission System, consistent with the standards of NERC and FRCC, as provided in section 33.6 of the OATT. Load shedding includes: (1) automatic load shedding by under frequency relay or (2) manual load shedding. Automatic load shedding devices must operate without notice. When manual load shedding is necessary, PEF or FMPA shall notify the City's dispatchers or schedulers of the required action, and the City shall comply within 10 minutes or as soon as practicable. PEF and FMPA shall implement load shedding on a non-discriminatory basis as between themselves and the City.
- (c) The City shall, at its own expense, provide, operate, and maintain in service under frequency load shedding equipment. The under frequency load shedding equipment shall enable the automatic disconnection of its network load (under the OATT) in a manner consistent with that required by the FRCC.

Article 3
MONTHLY CHARGES

3.1 **Capacity and Energy Payments.** Service rendered to the City under this contract will be billed by FMPA at the aggregate of the monthly charges set forth in clauses (1), (2), (3), and (4) of this section 3.1 (Capacity and Energy Payments) as follows:

- (1) **Capacity Charge.** The City shall pay to FMPA a capacity charge (the "Capacity Charge") equal to the product of:
 - (A) \$5.00 per kW/month, and
 - (B) the Billing Demand, calculated in accordance with clause (4)(A) of this section 3.1 (Capacity and Energy Payments).
- (2) **Non-Fuel Energy Charge.** The City shall pay to FMPA a non-fuel energy charge (the "Non-Fuel Energy Charge") equal to the product of:
 - (A) (i) \$0.00825 per kWh for On-Peak Periods, and

(ii) \$0.004 per kWh for Off-Peak Periods,

respectively, and

(B) the Billing Energy, calculated in accordance with clause (4)(B) of this section 3.1 (Capacity and Energy Payments).

(3) **Fuel Charge.**

(A) The City shall pay to FMPA a fuel charge (the "Fuel Charge") equal to the product of:

(i) the Fuel Cost, and

(ii) the Billing Energy.

(B) The calculation of fuel cost is calculated as follows:

(i) FMPA's actual energy costs (excluding FMPA's working capital adjustments) booked in a month associated with serving its Firm Full-Requirement Members (excluding nuclear energy resources) for all energy delivered in such month;

minus:

(ii) (aa) FMPA natural gas fuel hedging expenses and associated gains and losses, and

(bb) any other costs deemed by FMPA, in its sole discretion, not to be associated with serving the City pursuant to this contract;

the result of which is then divided by:

(iii) the sum of FMPA's total net energy delivered to serve its Firm Full-Requirement Members' load (measured in kWh, excluding nuclear energy resources), the quotient of which equals a \$/kWh energy charge;

such \$/kWh energy charge is then multiplied by:

- (iv) 1.08 (representing an eight percent energy charge adjustment factor to compensate the Project Participants for the incremental cost associated with serving the City pursuant to this contract).

which results in the month's \$/kWh "Fuel Cost."

- (4) **Capacity and Energy Billing Determinants.** All forecast capacity and energy values at the Meter Points will be reduced by applying the SEPA Capacity and SEPA Adjustment Factor and, then, scheduled (including losses) to PEF at the Delivery Point. The resulting hourly quantity of capacity (measured in kW) and energy (measured in kWh) will be scheduled (including losses) to PEF at the Delivery Point and is deemed to be sold to the City by FMPA pursuant to this contract.
 - (A) FMPA shall determine the "Billing Demand" based on the highest aggregate kW usage scheduled for delivery at the Delivery Point for any one hour period for each monthly billing period during the Service Term.
 - (B) FMPA shall determine the "Billing Energy" (measured in kWh) based on the sum of the hourly scheduled values at the Delivery Point for each monthly billing period during the Service Term.
- (5) **Estimated Fuel Charge.** Notwithstanding clause (3) of this section 3.1 (Capacity and Energy Payments), FMPA may reasonably estimate the Fuel Charge for any monthly billing period. If FMPA estimates the Fuel Charge for any monthly billing period, FMPA shall note on the invoice for such monthly billing period that the Fuel Charge has been estimated and FMPA shall true-up the estimated Fuel Charge on the next monthly billing period invoice. The amount of any true-up adjustment credit or charge will be determined by FMPA by using:
 - (A) the actual Fuel Cost of the month,
minus:
 - (B) the estimated Fuel Cost for the applicable billing month,the result of which is multiplied by:
 - (C) the Billing Energy for such month.

In the event FMPA estimates the Fuel Charge for the last month of the Service Term, it shall issue a true-up summary in the next month, in accord with the monthly billing cycle provided in this contract. Such summary must document FMPA's true-up calculation, made pursuant to the methodology set out in this clause (5) of section 3.1 (Capacity and Energy Payments), for the last month of the Service Term, together with a payment to the City for any credit or an invoice to the City for any charge owed.

- 3.2 **Transmission Fee.** The City shall pay FMPA the Transmission Fee (as defined in section 4.4 (Transmission Fee Components)) as invoiced by FMPA.
- 3.3 **Other Payments.** In addition to the payments specified in this article 3 (Monthly Charges), the City shall pay all amounts for which it is responsible pursuant to the other provisions of this contract.

Article 4
TRANSMISSION SERVICE

- 4.1 **FMPA Network Service.** Prior to the start of the Service Term, FMPA shall arrange for and secure all necessary transmission service, except transmission associated with capacity and energy provided to the City by SEPA, across the Transmission System to serve the City for the entirety of the Service Term by entering into a network integrated transmission service arrangement with PEF pursuant to its OATT or taking other actions as necessary to cause the electrical demand of the City to be integrated with the other native electrical demand interconnected with the Transmission System and served by FMPA, in a manner comparable to FMPA's other Firm Full-Requirements Members. However, the parties both recognize and agree that constraints or contingencies may occur on the Transmission System that may require PEF to curtail transmission and scheduled deliveries in accordance with its OATT. To the extent PEF requires FMPA to curtail a scheduled delivery, FMPA shall, to the extent practicable and consistent with Prudent Utility Practices, curtail deliveries to the City and its affected Firm Full Requirements Members on a non-discriminatory basis. Pursuant to this section 4.1 (FMPA Network Service), FMPA shall designate the Meter Points for the City to effectuate the delivery of capacity and energy, sold by FMPA under this contract, into the City System.
- 4.2 **Ancillary Services.** FMPA shall arrange for and secure all necessary ancillary services (including, scheduling and dispatch, reactive power and voltage control, loss compensation, load following, energy imbalance (which may be a charge or credit), regulation, spinning reserve, and supplemental services) to meet its obligations under this contract from PEF, FMPP, another Person, or a combination of the same as FMPA, in its sole discretion, deems appropriate.

4.3 Other Obligations.

- (a) In addition to its obligations under section 4.1 (FMPA Network Service), FMPA shall take all actions necessary and secure whatever services or rights may otherwise be necessary with transmission providers and other Persons, other than PEF, to meet its obligations under this contract and deliver the capacity and energy sold to the City at the Delivery Point designated in Schedule F.
- (b) FMPA shall not be responsible for the transmission, distribution, control, use, or application of electric capacity and energy provided under this contract on the City's System or on the City's side of any Delivery Point that is not located on the City's System. The City shall not be responsible for the transmission, distribution, control, use, or application of electric capacity and energy provided under this contract outside of the City's System in the case of a Meter Point on the City's System or on FMPA's side of a Delivery Point if such Delivery Point is not on the City's System.

4.4 Transmission Fee Components. All costs and charges incurred by FMPA to meet its obligations under sections 4.1 (FMPA Network Service), 4.2 (Ancillary Services), and section 4.3 (Other Obligations) shall be invoiced to the City on a monthly basis as a part of the "Transmission Fee."

4.5 General Arrangement. For informational purposes only, the parties desire to recite the general arrangement that FMPA will implement to provide for the transmission service necessary for FMPA to supply capacity and energy to the City under this contract:

- FMPA will be the PEF network transmission service customer;
- the City will remain in the PEF balancing area;
- the City will comply with the power factor and load shedding requirements specified in the OATT (described in section 2.5(a) (Operational Requirements));
- FMPA will forecast the City's SEPA Adjustment Factor and apply the same to the City's hourly load forecast to determine FMPA's hourly capacity and energy sold and delivered to the City under this contract for each month during the Service Term;
- FMPA will schedule for delivery at the Delivery Point its portion (kWh) of the City's forecasted hourly demand, plus transmission losses;
- each month the parties expect there will be an energy imbalance and a corresponding imbalance charge from PEF billed to FMPA; and

- the monthly PEF imbalance charges will be passed through by FMPA, without mark-up, and paid by the City as a component of the Transmission Fee.

Article 5
BILLING AND PAYMENT

5.1 **Billing and Payment.**

- (a) As promptly as practical after the end of each month during the Service Term, but no later than the 20th Day of the following month, FMPA shall provide to the City an invoice showing the total amount due to FMPA and itemizing (1) the monthly Capacity Charge; (2) the monthly Non-Fuel Energy Charge; (3) the monthly Fuel Charge; (4) the Transmission Fee; (5) the Delinquency Charge (as defined in section 5.1(d) (Billing and Payment)), if applicable; and (6) any other payment amounts for which the City is responsible under this contract for the previous month. FMPA shall provide monthly invoices to the City electronically and by mailed hard-copy. A sample monthly City invoice is provided as schedule C for illustrative purposes only.
- (b) In addition to the payments set forth in section 5.1(a) (Billing and Payment), each FMPA invoice shall include the following adjustments:
 - (1) any billing corrections or adjustments, including charges or credits, or both, identified by either of the parties subsequent to the last invoice, which are not be subject to interest;
 - (2) any billing corrections, including charges or credits, that the parties have mutually agreed upon or otherwise resolved in accordance with section 5.3 (Billing Adjustments) subsequent to the last invoice, which are subject to interest in accordance with section 5.3 (Billing Adjustments); and
 - (3) any delinquent amounts, which are subject to interest in accordance with section 5.1(c) (Billing and Payment).
- (c) Each monthly payment by the City shall be due and payable on or before the 20th Day of the month following the invoice month, or the next Business Day if the 20th Day of the month following the invoice month falls on a non-Business Day (the "Due Date"). The City shall make payment to FMPA in accordance with section 5.2 (Automatic Debit Authorization). If payment in full has not been received by FMPA on or before the Due Date, then the City shall pay interest on the "Delinquent Payment Amount" (which is that amount of the City's monthly invoice not paid, in whole or in part, by the Due Date, including the Delinquency

Charge) from the Due Date until such Delinquent Payment Amount is paid in full, together with all accrued interest. Such interest shall be compounded daily at the Interest Rate.

- (d) In addition to the interest applicable to Delinquent Payment Amounts provided for in subsection (c), the City shall pay the following delinquency charge on all Delinquent Payment Amounts, which such delinquency charge is itself subject to interest: an amount equal to the Delinquent Payment Amount multiplied by the greater of the then in effect Federal Funds Target Rate or two percent (the "Delinquency Charge").

5.2 Automatic Debit Authorization.

- (a) The City hereby authorizes FMPA and its successors and assigns to initiate electronic debit entries to the City's account indicated below and the City authorizes its financial institution named below (the "Bank") to debit these entries from the City's account. The City shall not terminate nor amend this authorization to debit its account(s) for all amounts owed to FMPA under this contract without receipt of FMPA's prior written consent.

Bank Name: Capital City Bank	City/State Tallahassee, Florida
Account Name: Energy Provider Account	EIN 596000416
Bank ABA No. 063100688	Bank Phone No. (850) 402-7500
Bank Account No. [To Come]	

- (b) The City shall have in place at all times during the Term of this contract a line of credit for its use in a principal amount of not less than \$1,000,000 (the "Line of Credit"). The City shall direct and authorize the Bank to use the Line of Credit as automatic overdraft protection on the account provided for in section 5.2(a) (Automatic Debit Authorization) so that every automatic debit by FMPA from such account pursuant to this contract is covered and paid up to the total of the funds available in such account plus the funds available from the Line of Credit. The City shall not cause nor permit, to the extent within the City's control, the Line of Credit to be decreased, withdrawn, cancelled, or amended (in a manner that adversely affects FMPA's reliance on the Line of Credit pursuant to this contract) during the Term without the prior written consent of FMPA.
- (c) The parties shall reconsider the need for the Line of Credit and negotiate in good faith as to its continued purpose, based upon the City's payment history with FMPA, within 24 months after the Effective Date.
- (d) If at anytime during the Term the Line of Credit is cancelled, the City shall pay to FMPA a replacement deposit in an amount equal to

- (1) the City's highest monthly invoice under this contract, or
- (2) the City's highest electrical demand under its predecessor power supply arrangement, if applicable, applied to the rates and charges provided for in this contract,

during the previous 12 months. The deposit must be paid to FMPA within three months following cancellation of the Line of Credit in three monthly installments. FMPA shall invoice the City for the deposit installment payments pursuant to this section 5.2(d) (Automatic Debit Authorization). FMPA may draw against the deposit to cover Delinquent Payment Amounts in lieu of exercising its rights under article 12 (Events of Default and Termination). FMPA shall give the City notice of each draw on the deposit by FMPA and the City shall provide to FMPA a replenishment of the deposit, equal to FMPA's draw, by payment to FMPA in immediately available funds within 15 days. FMPA shall keep the deposit in an interest earning account. Any deposit remaining with FMPA at the end of the Service Term must be returned to the City, along with interest actually earned on the deposit, within 45 days of the end of the Service Term provided that all amounts owed by the City have been paid.

- (e) Notwithstanding subsection (d), if within 90 days of the cancellation of the Line of Credit, the City puts in place a replacement Line of Credit that meets the requirements of this contract, then FMPA shall return the deposit being held by FMPA, with interest actually earned on the deposit. Likewise, if at anytime after the cancellation of the Line of Credit or a subsequent Line of Credit, the City puts in place a replacement Line of Credit that meets the requirements of this contract, then FMPA shall return the deposit being held by FMPA, with interest actually earned on the deposit.

5.3 Disputed Bills Must be Paid.

- (a) If, after receiving an invoice (or any other statement or bill pursuant to this contract), the City reasonably questions or disputes the amount or propriety of any payment or amount claimed by FMPA to be due pursuant to this contract, the City shall provide FMPA with written notice of such disputed invoice amount. FMPA and the City shall cooperate in good faith to resolve any question or dispute prior to the Due Date. However, notwithstanding the notice of a disputed invoice amount, the City shall make all payments in full in accordance with all invoices issued by FMPA. Adjustments with interest shall subsequently be made, if appropriate, as set forth in section 5.4 (Billing Adjustments).

- 5.4 **Billing Adjustments.** The City shall have 24 months after the receipt of any invoice (or any other statement or bill made pursuant to this contract) to question or contest the amount or propriety of any charge or credit, or both, on such invoice, statement, or bill. In the event that the City questions or disputes any such charge or credit, or both, FMPA shall within 60 Days of its receipt of any such question or dispute review the subject charge or credit and notify City of the findings of its review. Any error in the amounts reflected on such disputed invoice, statement, or bill and the amount of any adjusted payment that either party is required to make as a result of such re-determination will be identified by FMPA in writing. Not later than the 15th Day after receipt by the City of such a written notification from FMPA, the party required to make such payments, if any, shall make payment to the other party in immediately available funds. Payments made by a party under this section 5.4 (Billing Adjustments) shall include interest, compounded daily, at the Interest Rate from the Due Date until the date such payment together with all added interest is received.
- 5.5 **Availability of Records.** Until the end of 24 months after the receipt of any invoice, each party shall, at its own expense with respect to any invoice submitted or payment requested under this contract for capacity and energy provided to the City, make available to the other party and each party may audit, such books and records of the other party (or other relevant information to which such party has access) as are reasonably necessary to calculate and determine the accuracy of amounts shown on such invoice to verify the appropriateness of the invoiced amounts. Upon written request and reasonable notice, each party shall make available to the other party copies of or access to such books and records during normal business hours, at such requesting party's sole expense for purposes of conducting such an audit. In the event either party determines that an invoice was not accurate or appropriate, it shall notify the other party in writing of the alleged discrepancy and, in its opinion, the necessary correction. Within 15 Days following receipt of such notice, the party receiving such notice shall make such payments or take such other actions as are necessary to correct or dispute the alleged discrepancy.

Article 6
CHARACTER OF SERVICE

- 6.1 **Constancy of Supply.**
- (a) Pursuant to section 2.2 (Availability), FMPA shall provide capacity and energy to the City, as a Firm Full-Requirements Member, at the Delivery Point. FMPA shall provide such capacity and energy with a priority that is equal to the priority FMPA gives to its other Firm Full-Requirements Members. However, and notwithstanding any other provision of this contract, FMPA does not guarantee nor warrant that FMPA will supply a constant or uninterrupted supply of energy under this contract, except that FMPA shall use commercially reasonable efforts, consistent with Prudent Utility Practices and the provisions of this contract, to

provide capacity and energy to the City in an uninterrupted fashion for the charges and payments described in Article 3 (Monthly Charges). The parties understand and agree that FMPPA is not required to deliver under this contract a constant or uninterrupted supply of energy at all times during the Service Term.

- (b) Subject to Section 6.1(a) (Constancy of Supply), to the extent practicable and consistent with Prudent Utility Practices, FMPPA shall provide or arrange for regulation service as necessary to follow the moment-by-moment changes in the load requirements of the City. FMPPA shall also provide or arrange for spinning and supplemental reserves consistent with the amount of capacity purchased under this contract.
- (c) Notwithstanding any other provision of this contract, in the event that FMPPA, or one of its agents, determines in its sole discretion that it is necessary or appropriate for FMPPA or the FMPP control area to shed, interrupt, or curtail load of its Firm Full-Requirements Members (including for reason that adequate resources are not available), and FMPPA or the FMPP control area does shed, interrupt or curtail such loads, then the City's similar firm loads or interruptible/curtailable loads shall share, on a pro rata basis, in such interruption, curtailment or load shedding. Thereafter, the City may restore service to such shed, interrupted or curtailed loads consistent with the restoration of service to FMPPA's and FMPP's similar firm or interruptible/curtailable loads. For actions taken pursuant to this section 6.1(c) (Constancy of Supply), neither FMPPA, nor its agents shall be in breach of this contract by reason of, and shall have no liability whatsoever to the City and FMPPA hereby expressly disclaims all third party liability for, any failure to make capacity available under this contract, or for any failure to deliver or any interruption in the delivery of energy under this contract or for any deficiency in the quality of service under this contract unless such failure is the sole result of the gross negligence or willful misconduct of FMPPA.

6.2 **Character of Transactions.** The sale of capacity by FMPPA under this contract does not constitute either: (1) a sale, lease, transfer, or conveyance of an ownership interest or contractual right in or to any specific generation facility or resources; or (2) a dedication of ownership or an entitlement to the capacity or output of any specific generation facility or resource.