

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

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



## **Meeting Agenda**

**Tuesday, February 24, 2015**

**6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

**Derrick Elias, Mayor (Commissioner District Three) Micah  
Brown, Mayor Pro-Tem (Commissioner District Two) Keith  
Dowdell (Commissioner District One)  
Andy Gay (Commissioner District Four) Daniel  
McMillan (Commissioner District Five)**

**AGENDA FOR THE REGULAR MEETING  
OF THE CITY COMMISSION OF QUINCY,  
FLORIDA  
Tuesday  
February 24, 2015  
6:00 PM  
CITY HALL  
CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Special Presentations by Mayor or Commission**

**Approval of the Minutes of the previous meetings**

1. Approval of Minutes of the 02/10/2015 Regular Meeting  
(Sylvia Hicks, City Clerk)

**Proclamations**

**Public Hearings as scheduled or agenda**

**Public Opportunity to speak on Commission propositions – (Pursuant to  
Sec.**

**286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)**

**Ordinances**

**Resolutions**

2. Resolution No. 1323-2015 – Grant the Request of the Gadsden County Black Heritage, Culture, and Education Organization Temporary Road Closing for the 2015 Black Heritage Parade

**Reports by Boards and Committees**

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

3. Garbage Pickup Rate Adjustment  
(Mike Wade, Interim City Manager, Ted Beason, Finance Director)
4. Use of Forfeited Retirement Funds  
(Mike Wade, Interim City Manager, Ted Beason, Finance Director)
5. Completion of Smoke Detector Program  
(Mike Wade, Interim City Manager, Scott Haire, Fire Chief)

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

**Comments**

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

**Comments from the audience**

**Adjournment**

\*Item(s) Not in Agenda Packet

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
FEBRUARY 10, 2015  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, February 10, 2015, with Mayor Commissioner Derrick D. Elias presiding and the following present:

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

Also Present:

Interim City Manager Mike Wade  
City Attorney Scott Shirley  
City Clerk Sylvia Hicks  
Interim Police Chief Glenn Sapp  
Fire Chief Scott Haire  
Finance Director Ted Beason  
Account Control Specialist Catherine Robinson  
Human Resources Director Bessie Evans  
Parks and Recreation Director Gregory Taylor  
Interim Public Works Director Reginald Bell  
Customer Service Representative Clemev Parramore  
Customer Service Representative Beatriz Tobias  
CRA Manager Regina Davis  
Sergeant At Arms Captain Troy Gilyard

### **Call to Order**

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

Mayor Elias asked the audience to put their cell phones on vibrate, if anyone wants to address the Commission please fill out a request form to be heard, and asked that they hold down their sidebar conversations as not to disturb the meeting.

### **Approval of Agenda**

Commissioner Gay made a motion to approve the agenda with the following changes: withdraw item 5; Debt Service Reserve Discussion and Item 1 Tanyard Creek Amphitheater Rules and Regulations was moved under Resolutions. Commissioner Brown seconded the motion. The ayes were unanimous

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

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

Commissioner McMillan made a motion to approve the minutes of the January 27, 2015, regular meeting with corrections if necessary. "Commissioner Dowdell stated that the minutes should have reflected that he was on as conference call with the Bank and Mr. McLean. Commissioner Brown seconded the motion. The ayes were unanimous.

### **Proclamations**

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

### **Public Opportunity to speak on Commission propositions – (Pursuant to Section 286.0114 Florida Statutes and subject to the limitations of Sec. 286.0114(3)(a). Fla. Stat.)**

Emmanuel Sapp of 821 2<sup>nd</sup> Street came before the Commission with the following concern: Mr. Sapp stated that Kate Mullin passed in Syria and we send condolences to the family. Mr. Sapp stated that Netquincy supplements our utilities by selling internet services to the citizens for \$30.00 and we could be making money. He also stated that prior to selling any taxpayers property we should have a public hearing.

### **Ordinances**

### **Resolutions**

Tanyard Creek Park Amphitheater Rules and Regulations Resolution No. 1322-2015

City Attorney Shirley reported to the Commission that under Exhibit "A" page 6 (n) Security: add the language to read: The city reserves the right to prepare a special events security plan which, among other things, requires use of off-duty law enforcement personnel to provide additional security, law enforcement and traffic control. Such services shall be charged at a rate of twenty-five (25) dollars per hour based on the total estimated personnel time. A deposit of fifty (50) percent of such security service fee shall be paid not later than thirty (30) days prior to the activity, the balance due not later than the beginning of the activity.

(2) Page 2 Service Fees (staff costs) add: See also, Section 4(n) herein below for fees associated with any special events security plan that may be required.

Commissioner Gay made a motion to approve Resolution No. 1322-2015 Tanyard Creek Rules and Regulations with the above amended changes. Commissioner Brown seconded the motion. The ayes were unanimous.

### **Reports by Boards and Committees**

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

### *Netquincy Telecommunication Systems Update*

Interim City Manager Mike Wade reported to the Commission that a Qualified Independent Consultant has completed an analysis of the Netquincy Telecommunication System and has certified that the sale, lease, or disposal of the telecommunication system will not adversely affect the net revenues of the System. The next step is to get a letter from the Utility Director to the effect that the fair market value of the portions of the system being removed from the bond covenants are not in excess of 10% of the fair market value of the fixed assets of the system. He stated we will also need consent of the bond insurer. Once the unaudited financial statement for 2014 is available the Bond Counsel, Bryant Miller Olive, will submit all documents to the insurer. Mr. Wade stated the bond resolution will have to be amended to remove the Fiber Optic System. Commissioner Dowdell asked how we know that Power Service, Inc. is qualified to do the analysis. The Manager stated that they are professional engineers registered with the State of Florida. Commissioner Dowdell asked in calculating the 10% of the assets and we fall short, how we going to pay the bond. The Manager stated we are working with the auditor to get the unaudited financials to the Bond Counsel.

### *Fire Department Monthly Report – No Comments*

### *Financial Report/P-Card Statement*

Commissioner McMillan thanked most of the departments for staying within their budgets.

Commissioner Dowdell asked if we were up to date with OMI and if not is there a plan in place to catch them up. The Manager stated as everyone knows we have been delinquent for quite some time and he is grateful that our vendors are working with us. Commissioner Dowdell asked what the \$1,650 from FMPA was. The Manager stated training for the Electric Department. Commissioner Dowdell requested a breakdown of the charges from Allen, Norton and Blue. Commissioner Dowdell asked if this was the last payment for Grant & Rump. The Manager stated he would have to get back with him. Commissioner Dowdell asked what Big Bend Community Council is.

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

*Debt Service Reserve Fund Discussion – was withdrawn from the agenda.*

## **Comments**

### **City Manager**

Interim City Manager Mike Wade advised Commissioners Brown and Gay that their class regarding Ethic is scheduled for March 16<sup>th</sup> in Tallahassee. Commissioner Dowdell asked where to send his certificate on ethics. The Attorney advised him to get in touch with Ms. Carol Westmoreland at the Florida League of Cities.

**City Clerk – None**

**City Attorney**

City Attorney Scott Shirley advised the Commission to remove the moratorium on the use of Tanyard Creek Park for events. Commissioner McMillan made a motion to remove the moratorium. Commissioner Dowdell seconded the motion. The ayes were unanimous.

City Attorney Shirley reported to the Commission that last Thursday a lawsuit was filed by Commissioner Dowdell and some taxpayers alleging that the expenditure of funds was not an approved expenditure. He is declaring a conflict of interest with the City and can't act as council and recommends Coppins & Monroe at a rate of \$200 per hour. Commissioner Brown stated he would abstain from voting. Commissioner Dowdell also stated he would abstain from the vote. Commissioner McMillan made a motion to secure the services of Coppins and Monroe to represent the City. Commissioner Gay seconded the motion. The ayes were Commissioners McMillan, Gay, and Elias. Nay was none. Commissioners Brown and Dowdell abstained. The Attorney advised Commissioners Brown and Dowdell complete a memorandum of voting conflict form.

Attorney Shirley reported to the Commission that an emergency hearing has been set for Tuesday with Judge Fitzpatrick.

**Commission Members**

Commissioner Dowdell – None

Commissioner Gay stated the signage around town is old and unattractive and asked to the Manager to compose an evaluation and identify what needs to be replaced and or repaired.

Commissioner Gay asked that the City Manager to re-stripe Joe Adams Road near Pat Thomas Parkway this is a safety issue; he had received several calls regarding the lack of stripes on the road. The Manager stated that there has been some concern as to the ownership of the road; but the City will get the work done.

Commissioner Brown – None

Commissioner McMillan asked the Finance Director the status of the bank reconciliations. Mr. Beason stated we should have them complete within 45 days.

Commissioner McMillan asked the status of the Utility Policy. The City Manager stated he would get back with him staff is working on it.

Commissioner McMillan stated again he had received a call from a citizen regarding staff personnel telling them the City is short staffed. Again, Commissioner McMillan stated this is not acceptable.

## Comments from the Audience

Terrell Richardson of 800 B.W. Roberts came before the Commission with the following concerns: He wanted to know why his utility bill was over \$200.00. The Mayor advised Mr. Richardson to get with staff to get an energy audit.

Minister Alphonso Figgers of 215 North Chalk Street came before the Commission to thank them for the prayers, cards, and telephone calls during his illness. He also thanked the citizens.

Brian Barnes of 902 Dogwood Drive came before the Commission regarding a grievance issue. He stated he was terminated in November and had not heard anything back from the City. Mr. Barnes stated it is a violation of the contract. The Manager stated he had contacted the union representative regarding a meeting for Mr. Barnes.

Freida Bass Prieto of 329 East King Street came before the Commission and thanked the Finance Director Ted Beason for taking the time to explain some items on the financial report. She stated that when you see a City employee tell them thank you and she thanked the department heads. Ms. Prieto stated that she did not see a rate stabilization fund. She stated we should look at how to recover the funds from the unrestricted reserves. She also stated that the bond covenants requires 1/12 should be set aside for the bond we should at least put \$100 per month just as a good effort gesture we must get our finances in order.

Mayor Elias asked the Commission how they wanted to proceed with the selection process for City Manager. Commissioner McMillan stated he did not like any of the top five (5) and suggested that staff provide them with the other applicants. Commissioner Dowdell stated that there is no way that he can do interviews between the hours of 9:00 am and 2:30 pm. Interim City Manager Mike Wade informed the Commission that one of candidates for the City Manager's position withdrew his name Mr. Donald Anderson. Commissioner Gay stated that Anderson was his top choice. Commissioner Brown made a motion to interview the top three (3) candidates. Commissioner Dowdell seconded the motion. Upon roll call the ayes were Commissioners Brown and Dowdell. Nays were Commissioners McMillan, Gay and Elias. The motion did not pass.

Commissioner Brown made a motion to re-advertise the position for City Manager. Commissioner Dowdell seconded the motion. Commissioner Dowdell asked the cost of advertising. Ms. Evans stated approximately \$3,000.00. Commissioner McMillan stated not being disrespectful to the selection committee but they should have looked at all the applicants. Commissioner Gay stated that he did not like the idea of having the selection committee to narrow the list of candidates down to five (5) that should have been the Commission's job. Commissioner Brown withdrew his motion. Commissioner Dowdell withdrew his second.

Mayor Elias asked how they wanted to proceed. Commissioner McMillan stated that they need to see the 25 applicants that was presented to the selection committee and asked if we were satisfied with the minimum qualifications. A workshop was suggested. Commissioner McMillan made a motion to schedule a workshop to discuss the City



Manager's position for February 19, 2015 at 6:00 pm. Commissioner Gay seconded the motion. The ayes were Commissioners Brown, McMillan, Gay, and Elias. Nay was Commissioner Dowdell. The motion carried four to one.

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

APPROVED:

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

ATTEST:

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

## RESOLUTION No. 1323-2015

### **A RESOLUTION GRANTING THE REQUEST OF THE GADSDEN COUNTY BLACK HERITAGE, CULTURE, AND EDUCATION ORGANIZATION TEMPORARY ROAD CLOSING FOR THE 2015 BLACK HERITAGE PARADE**

**WHEREAS**, Gadsden County Black Heritage, Culture, and Education Organization has requested the closing of certain roads for its 2015 Black Heritage Parade to be held on Saturday, February 28th, 2015.

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

**NOW THEREFORE BE IT RESOLVED** by the City Commission of the City of Quincy, Florida, in lawful session assembled, that the city of Quincy does hereby authorize and permit the temporary closing of the following State/County Road; Martin Luther King Jr. Blvd between the intersections of Key Street and South Adams Street, South Stewart Street between the intersections of Martin Luther King Jr. BLVD and Crawford Street, and Crawford Street between the intersections of South Stewart Street and Monroe Street, for the Black Heritage Parade. This road closure will be from 10:00a.m. until 1:00p.m. on Saturday, February 28th, 2015 for its Black Heritage Parade.

**PASSED** in open session of the City Commission of the City of Quincy, Florida on the \_\_\_\_ day of \_\_\_\_\_, A.D., 2015

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

ATTEST:

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

# THE CITY OF QUINCY POLICE DEPARTMENT

121 East Jefferson Street

Quincy, Florida 32351

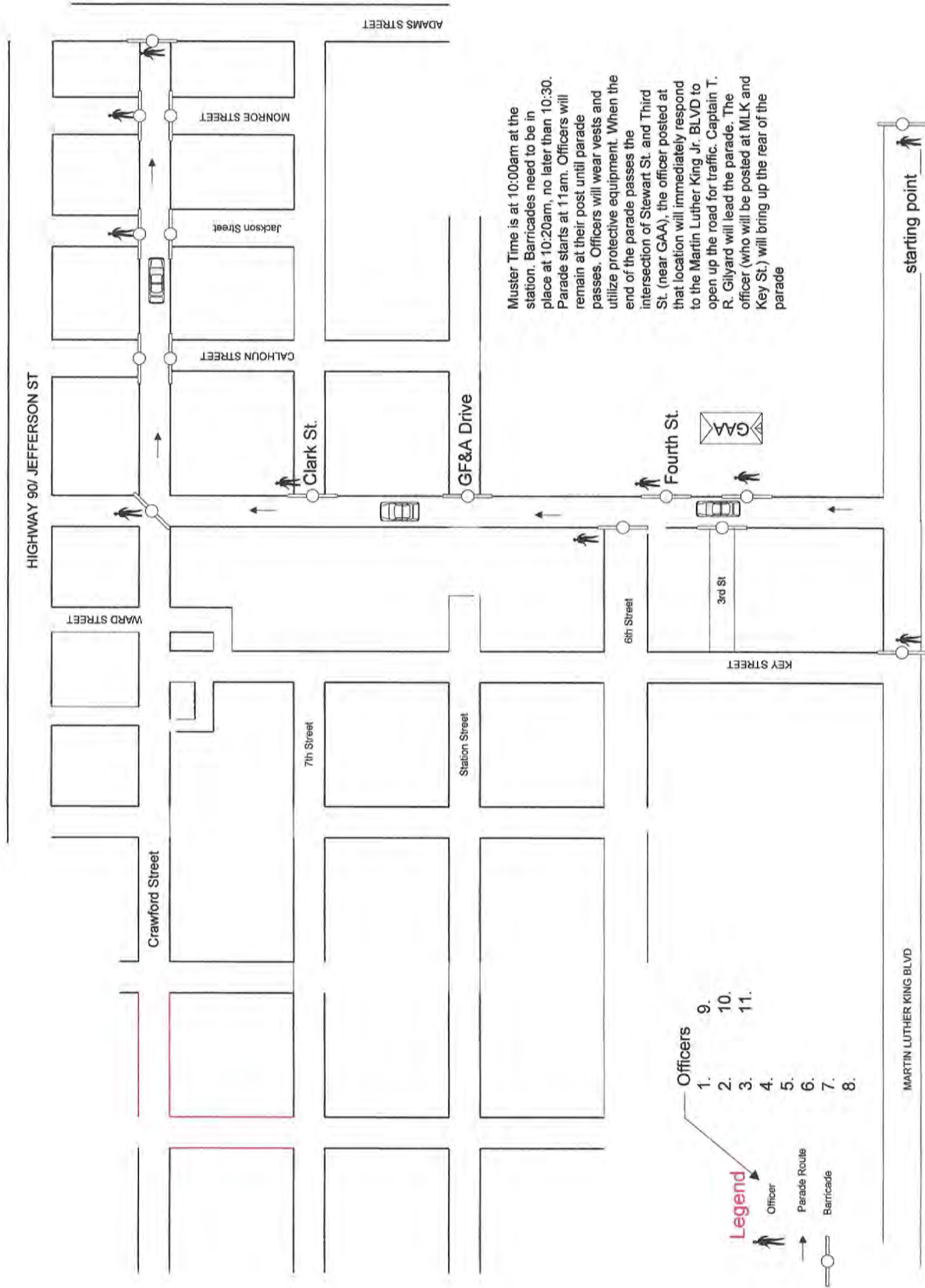
Phone: (850) 875-7335

Fax: (850) 627-3979

## PARADE/EVENT PERMIT

NAME OF ORGANIZATION		PERSON IN CHARGE		DATE	
Gadsden County Black Heritage Organization		Gwen P. Robinson		February 28th, 2015	
ADDRESS OF ORGANIZATION				TELEPHONE NUMBER	
P.O. Box 1219 Quincy, Florida 32353				(850) 875-1446	
TITLE OF EVENT					
Black Heritage Parade					
DATE OF EVENT:	ALTERNATE DATE:	START TIME	DURATION OF EVENT	ENDING TIME	
February 28th, 2015	N/A	10:00 A.M.	3 hours	1:00 P.M.	
EVENT LOCATION OR PARADE ROUTE: (if Permit is for parade, attach map indicating route, starting point and ending point.) :					
SEE ATTACHED MAP FOR PARADE ROUTE;					
SPECIAL CONDITIONS OR NEEDS: (Any applicable rental fees, clean up fees, Utility fees, or other services required must be approved by the City Manager prior to permit approval.)					
Gadsden County Black Heritage, Culture & Education Organization will be responsible for any and all clean up services for the Parade Route.					
LIABILITY INSURANCE IN THE AMOUNT OF \$1000,000.00 LISTING THE CITY OF QUINCY AS AN ADDITIONAL INSURED, WITH A HOLD HARMLESS AGREEMENT, MUST BE OBTAINED AND ATTACHED TO PERMIT.					
Insurance and Agreement Attached: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Police Chief					
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Mayor					
FDOT Permit: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input checked="" type="checkbox"/> N/A					
COMMENTS: _____					

# Black Heritage Parade 2015



**Legend**

-  Officer
-  Parade Route
-  Barricade

- Officers
- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.

Muster Time is at 10:00am at the station. Barricades need to be in place at 10:20am, no later than 10:30. Parade starts at 11am. Officers will remain at their post until parade passes. Officers will wear vests and utilize protective equipment. When the end of the parade passes the intersection of Stewart St. and Third St. (near GAA), the officer posted at that location will immediately respond to the Martin Luther King Jr. BLVD to open up the road for traffic. Captain T. R. Gilyard will lead the parade. The officer (who will be posted at MLK and Key St.) will bring up the rear of the parade

# CERTIFICATE OF COVERAGE

**Certificate Holder**

City of Quincy  
 404 West Jefferson Street  
 Quincy, FL 32351

**Administrator**

Issue Date 2/20/15

**Florida League of Cities, Inc.  
 Department of Insurance and Financial Services  
 P.O. Box 530065  
 Orlando, Florida 32853-0065**

**COVERAGES**

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:

**FLORIDA MUNICIPAL INSURANCE TRUST**

**AGREEMENT NUMBER:** FMIT 0503

**COVERAGE PERIOD:** FROM 10/1/14

**COVERAGE PERIOD:** TO 10/1/15 12:01 AM STANDARD TIME

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

**Limits of Liability**

\* Combined Single Limit  
 Deductible Stoploss \$10,000

**Automobile Liability**

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

**Limits of Liability**

\* Combined Single Limit

**TYPE OF COVERAGE - PROPERTY**

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Buildings</b>         | <input type="checkbox"/> <b>Miscellaneous</b>       |
| <input type="checkbox"/> Basic Form               | <input type="checkbox"/> Inland Marine              |
| <input type="checkbox"/> Special Form             | <input type="checkbox"/> Electronic Data Processing |
| <input type="checkbox"/> <b>Personal Property</b> | <input type="checkbox"/> Bond                       |
| <input type="checkbox"/> Basic Form               |   |
| <input type="checkbox"/> Special Form             |   |
| <input type="checkbox"/> Agreed Amount            |   |
| <input type="checkbox"/> Deductible N/A           |   |
| <input type="checkbox"/> Coinsurance N/A          |   |
| <input type="checkbox"/> Blanket                  |   |
| <input type="checkbox"/> Specific                 |   |
| <input type="checkbox"/> Replacement Cost         |   |
| <input type="checkbox"/> Actual Cash Value        |   |

**Limits of Liability on File with Administrator**

**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- Statutory Workers' Compensation
- Employers Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 By Disease
  - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

**Automobile/Equipment - Deductible**

- Physical Damage      N/A - Comprehensive - Auto      N/A - Collision - Auto      N/A - Miscellaneous Equipment

**Other**

\* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 for General Liability and \$300,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/Locations/Vehicles/Special Items**

RE: Coverage Verification for Black History Parade, on February 28, 2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

**Designated Member**

City of Quincy  
 404 West Jefferson Street  
 Quincy FL 32351-2328

**Cancellations**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: February 24, 2015  
Date submitted: February 20, 2015  
To: Honorable Mayor and Members of the City Commission  
From: Mike Wade, Interim City Manager  
Ted Beason, Finance Director  
Subject: Garbage Pickup Rate Adjustment

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**Statement of Issue:**

Since October of 2007 the City has operated with an agreement with WastePro to provide garbage services. Under the terms of the agreement WastePro is permitted to increase its rates once a year by the amount of the increase of the Consumer Price Index.

**Analysis:**

WastePro implemented a 2.1% increase in October of 2014. The tables below summarize the rate increase to the City for residential customers.

	Waste Pro Rates		
	Previous Rate	2.1%	Oct 2014 New Rate
Residential	\$ 17.85	\$0.37	\$ 18.22
Residential Recycling	\$ 5.61	\$0.12	\$ 5.73
Commercial Handload	\$ 21.85	\$0.46	\$ 22.31

Rather than absorbing the rate increase, we are recommending that the City raise its garbage collection rates by 2.1%, the same percentage increase that WastePro passed on to the City. The table below shows residential rate increases that the City would implement.

### Quincy Customer Rates

	Previous Rate	2.1%	Mar 2015 Rate
Residential	\$ 21.13	\$0.44	\$ 21.57
Residential Recycling	\$ 5.61	\$0.12	\$ 5.73
Commercial Handload	\$ 21.85	\$0.46	\$ 22.31

The City has not raised its garbage rates in 6 years. The commercial rate increases charged to the City by Waste Pro and the proposed new commercial customer rates are shown on the next page. The rate adjustment to the City customers will offset the increase in charges from Waste Pro.



Waste Pro Rates

Size	Pickups per Week				
	1X	2X	3X	4X	5X
2 Yard	\$ 57.22	\$ 108.20	\$ 155.02	\$ 198.72	\$ 225.77
4 Yard	\$ 114.44	\$ 216.40	\$ 311.08	\$ 396.39	\$ 460.90
6 Yard	\$ 171.67	\$ 324.60	\$ 466.10	\$ 595.11	\$ 676.26
8 Yard	\$ 228.89	\$ 432.81	\$ 622.16	\$ 792.78	\$ 900.99

CPI Increase		2.10%				
Size	1X	2X	3X	4X	5X	
2 Yard	\$ 1.20	\$ 2.27	\$ 3.26	\$ 4.17	\$ 4.74	
4 Yard	\$ 2.40	\$ 4.54	\$ 6.53	\$ 8.32	\$ 9.68	
6 Yard	\$ 3.61	\$ 6.82	\$ 9.79	\$ 12.50	\$ 14.20	
8 Yard	\$ 4.81	\$ 9.09	\$ 13.07	\$ 16.65	\$ 18.92	

New rates					
Size	1X	2X	3X	4X	5X
2 Yard	\$ 58.42	\$ 110.47	\$ 158.28	\$ 202.89	\$ 230.51
4 Yard	\$ 116.84	\$ 220.94	\$ 317.61	\$ 404.71	\$ 470.58
6 Yard	\$ 175.28	\$ 331.42	\$ 475.89	\$ 607.61	\$ 690.46
8 Yard	\$ 233.70	\$ 441.90	\$ 635.23	\$ 809.43	\$ 919.91

Quincy Commercial Customers

Size	Pickups per Week				
	1X	2X	3X	4X	5X
2 Yard	\$ 59.22	\$ 110.20	\$ 157.02	\$ 200.72	\$ 227.77
4 Yard	\$ 116.44	\$ 218.40	\$ 313.08	\$ 398.39	\$ 462.90
6 Yard	\$ 173.67	\$ 326.60	\$ 468.10	\$ 597.11	\$ 678.26
8 Yard	\$ 230.89	\$ 434.81	\$ 624.16	\$ 794.78	\$ 902.99

CPI Increase		2.10%				
Size	1X	2X	3X	4X	5X	
2 Yard	\$ 1.24	\$ 2.31	\$ 3.30	\$ 4.22	\$ 4.78	
4 Yard	\$ 2.45	\$ 4.59	\$ 6.57	\$ 8.37	\$ 9.72	
6 Yard	\$ 3.65	\$ 6.86	\$ 9.83	\$ 12.54	\$ 14.24	
8 Yard	\$ 4.85	\$ 9.13	\$ 13.11	\$ 16.69	\$ 18.96	

New rates					
Size	1X	2X	3X	4X	5X
2 Yard	\$ 60.46	\$ 112.51	\$ 160.32	\$ 204.94	\$ 232.55
4 Yard	\$ 118.89	\$ 222.99	\$ 319.65	\$ 406.76	\$ 472.62
6 Yard	\$ 177.32	\$ 333.46	\$ 477.93	\$ 609.65	\$ 692.50
8 Yard	\$ 235.74	\$ 443.94	\$ 637.27	\$ 811.47	\$ 921.95

**OPTIONS:**

Option 1: Authorize Staff to bring the garbage rate adjustment back to the commission in resolution format for approval

Option 2: Do not authorize Staff to bring the garbage rate adjustment back to the commission in resolution format for approval

**STAFF RECOMMENDATION:**

Option One

**Attachment:**

1. Consumer Price Index

## “Attachment 1”

### Consumer Price Index - All Urban Consumers

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

Download: [XLS](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9	187.6	190.2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	224.939	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.957	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.736	236.384	237.088

### 12-Month Percent Change

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

Download: [XLS](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7	2.3	3.0
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4	3.0	3.8
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2	3.8	2.6
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8	2.5	3.1
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8	4.2	3.4
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4	-0.6	-0.1
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6	2.1	1.2
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2	2.8	3.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1	2.3	1.8
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5	1.5	1.4
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6	1.7	1.5

Per Contract - May of Previous Year

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: February 24, 2015

Date submitted: February 20, 2015

To: Honorable Mayor and Members of the City Commission

From: Mike Wade, Interim City Manager  
Ted Beason, Finance Director

Subject: Use of Forfeited Retirement Funds

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**Statement of Issue:**

The City contributes 12% of full-time, non-union employees' pay into employees' retirement accounts. Employees become 50% vested in their retirement after 3 years of service and 100% vested after 6 years of service. When employees stop working for the City with less than 6 years of service, they forfeit a portion, or all, of the funds the City contributed into their retirement accounts. These funds are placed in a forfeiture account and the balance of this account has reached \$88,000.

Pursuant to Article IV Section 54-88 (f) (2) of the City of Quincy Code of Ordinances, the City could use these forfeited funds to make contributions to current employees' retirement accounts as they earn pay. In this method the City would save having to make retirement contributions. As an alternative to saving on City's retirement expenses, the City could distribute the forfeited retirement funds to active employees in proportion to the balances the employees have built up in their retirement accounts. Higher paid, long-term employees would benefit much more than entry-level employees.

Given the fact that the City needs to save money wherever it can and it contributes approximately \$13,000 every two weeks to non-union employees' pensions, we recommend that the City save the cost of contributing to retirement accounts and use the forfeiture funds for this purpose.

**OPTIONS:**

Option 1: Grant continuing authorization to use retirement forfeiture funds to reduce city contributions pursuant to section 54-88 of the City of Quincy Code of Ordinances

Option 2: Do not grant continuing authorization to use retirement forfeiture funds to reduce city contributions pursuant to section 54-88 of the City of Quincy Code of Ordinances

**STAFF RECOMMENDATION:**

Option One

**Attachment:**

1. Quincy Code of Ordinances Article IV

• **ARTICLE IV. - RETIREMENT SAVINGS PLAN**

FOOTNOTE(S):

--- (4) ---

**Cross reference**— Employee benefits, § 2-326 et seq.

• **Sec. 54-86. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Administrator* means the retirement committee or the individual(s) appointed by the employer to administer the plan.

*Annual addition* means, for each participant, for any limitation year, the sum of:

- (1) City contributions;
- (2) Employee contributions; and
- (3) Forfeitures.

Rollover contributions shall not be included in the annual addition.

*Base pay* means the base pay of the employee, including amounts of base pay deferred under IRC § 403(b) and other deferred compensation plans, and for public safety employees only, incentive payments. In no instance shall the amount of compensation considered base pay exceed \$160,000.00 or such greater amount pursuant to IRC § 401(a)(17) as adjusted by the Secretary of the Treasury. Effective for Plan Years beginning October 1, 2002, such amount shall be \$200,000.00.

*Beneficiary* means any person designated by a participant to receive any payments of benefits due after his death or, in the absence of a valid designation, the person entitled to receive such payment pursuant to the terms of the plan.

*Benefits account* means the account established pursuant to subsection [54-91\(a\)](#) to which each participant's city contributions and forfeitures are allocated.

*Break in service* means during any plan year a participant does not complete more than 500 hours of service with the employer.

*City* means the City of Quincy.

*City commission* means the city commission of the city and any committee empowered by the city to exercise the powers of the city commission with respect to the plan.

*City contribution* means a contribution to the plan by the city, pursuant to subsection [54-90\(b\)](#).

*Defined benefit plan* means any defined benefit plan qualified under IRC § 401, maintained at any time by the city.

*Defined contribution plan* means any defined contribution plan, qualified under IRC § 401, maintained at any time by the city.

*Disability retirement* means termination of Employment due to an injury or illness, which causes the participant to be permanently and totally unable to perform any and all duties for the city. The determination of whether such a condition exists shall be made by the retirement committee based upon a medical examination and recommendation by a physician selected or approved by the retirement committee.

*Effective date* means October 1, 1997.

*Employee* means any person employed by the city other than the city attorney and his assistants, any judge or prosecutor and his assistants. A leased employee is not an employee for purposes of the plan.

*Employer* means the City of Quincy.

*Employment* means the period of time that an individual serves as an employee.

*Fulltime employees* means all employees who are:

- (1) Not on probationary status and are scheduled to work 20 or more hours per week and;
- (2) Not considered to be temporary, that is, are hired to provide services to the city for more than five months in a year.
- (3) Notwithstanding the above, the mayor and city commissioners are treated as full-time employees, effective as of October 1, 2002.

*Fund* means the assets held in the trust.

*Investment manager* means any person serving as an investment manager under appointment by the retirement committee.

*IRC* means the Internal Revenue Code of 1986, as amended.

*Leased employee* means an individual (who otherwise is not an employee of the employer) who, pursuant to an agreement between the employer and any other person ("leasing organization"), has performed services for the employer (or for the employer and any persons related to the employer within the meaning of IRC § 414(n)(6)) on a substantially full time basis for at least one year and such services are performed under primary direction or control of the employer.

*Limitation compensation* means wages as defined in IRC § 3401(a) for purposes of income tax withholding at the source but determined without regard to any rules that limit remuneration included in wages based on the nature or location of the employment or services rendered. Limitation compensation includes any elective deferrals (as defined in IRC § 402(g)(3)) and any amount which is contributed or deferred by the employer at the election of the employee and which is not includible in the gross income of the employee by reason of IRC §§ 125 or 457. Effective for plan years beginning October 1, 2001, Limitation compensation also includes any amount which is not includible in the gross income of the employee by reason of IRC § 132(f)(4).

*Limitation year* means the plan year.

*Normal retirement* means termination of employment of a participant at or after the participant's 62nd birthday.

*Participant* means a person who has commenced, but not terminated, participation in the plan pursuant to the provisions of [section 54-87](#).

*Participant contribution* means a contribution to the plan by the participant in accordance with subsection [54-90\(a\)](#).

*Plan* means this city retirement savings plan, as it may be amended from time to time.

*Plan year* means any consecutive 12-month period ending on September 30, during which the plan is in effect.

*Prior plan* means the defined benefit plan referred to as the "Retirement Plan for Employees of The City of Quincy."

*Public safety employees* means those employees who are police officers, firefighters and such other classifications of employees as established from time to time by the retirement committee.

*Retirement committee* means the committee appointed pursuant to the provisions of subsection [54-93\(b\)](#).

*Rollover account* means the account holding a participant's rollover amounts established pursuant to subsection [54-91\(a\)](#).

*Salary reduction agreement* means a form to be used by the employee in order to designate the amount of base pay he wishes to contribute to the plan pursuant to subsection [54-90\(a\)](#).

*Surviving spouse* means the person married to a participant on the date of the participant's death.

*Trust* means the trust to which contributions are made to fund the plan.

*Trustee* means any person or entity serving as a trustee under appointment by the city commission.

*Valuation date* means the last day of each plan year and, as the retirement committee elects, any other day of the plan year.

*Vesting computation period* means the plan year.

*Year of service* means the period defined in subsection [54-89\(b\)](#).

(Ord. No. 773, Art. I, 4-9-91; Ord. No. 787, § 1, 5-12-92; Ord. No. 959, § 1, 10-22-02)

**Cross reference**— Definitions and rules of construction generally, § 1-2.



• **Sec. 54-87. - Participation.**

(a) *Admission as participant.* An employee shall become a participant in the plan on the first day the employee is a fulltime employee.

(b) *Termination of participation.* A participant shall cease to be a participant as of the later of his date of termination of employment or the date of final allocation of city contributions, in the case of termination of employment due to normal retirement.

(c) *Reemployment of participant.* A participant who terminates employment and later again becomes an employee shall be treated as a new employee for all purposes of this plan, except as provided in subsections [54-89](#)(b) and (c).

(Ord. No. 773, Art. II, 4-9-91; Ord. No. 959, § 2, 10-22-02)

• **Sec. 54-88. - Amounts and payment of benefits.**

(a) *Determination of benefits.*

(1) *One-hundred percent vested termination.* The benefits owed with respect to a participant who terminates employment due to normal retirement, disability retirement, death or after completion of at least ten years of service, shall be the aggregate value of his benefits account, participant contributions account and rollover account determined as of the valuation date coincident with or next following his termination of employment and shall be paid as soon as practicable after the date as of which determined. Any amounts allocated to the benefits account of a participant after such payment as a result of a city contribution as of the end of the plan year in which the participant terminated employment due to normal retirement shall be distributed at any time, including after the end of such plan year, as determined administratively feasible by the retirement committee. Effective October 1, 2001, "ten years of service" in the first sentence of this subsection (a)(1) shall be replaced with "six years of service."

(2) *Partially vested separation.* A participant's benefits upon termination of employment under conditions other than as set forth in subsection (a)(1) of this section shall be the aggregate value of his participant contributions account, his rollover account and the vested percentage (determined under [section 54-89](#)) of his benefits account, determined as of the valuation date coincident with or next following his termination of employment, and shall be paid as soon as practicable after the date as of which determined.

(b) *Form of benefits.* All benefits shall be payable in a single lump sum.

(c) *Age 70½ benefit commencement.* Notwithstanding any provision of this plan to the contrary, a distribution shall begin to a participant not later than April 1 of the calendar year following the later of (i) the calendar year in which the participant attains age 70½ or (ii) the calendar year in which the participant terminates employment.

(d) *Beneficiaries.*

(1) A participant may designate in writing one or more beneficiaries to whom amounts due after the participant's death shall be paid. If a participant fails to make such a designation, or if no designated beneficiary survives the participant, any amounts due after the participant's death shall be paid to the participant's surviving spouse or, if there is no surviving spouse, to the legal representative of the

participant's estate. No beneficiary shall have any right to benefits under the plan unless the beneficiary shall survive the participant.

(2) Any designation of a beneficiary must be filed with the retirement committee in order to be effective. Any such designation of a beneficiary may be revoked by filing a later designation or an instrument of revocation with the retirement committee.

(e) *Withholding taxes.* The trustee may withhold from any payment under this section such amounts as are required under applicable federal tax law.

(1) Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this article, a distributee may elect, at the time and in the manner prescribed by the administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) For purposes of this section, the following definitions shall be used.

i. *Eligible rollover distribution.* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under IRC § 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

ii. *Eligible retirement plan.* An eligible retirement plan is an individual retirement account described in IRC § 408(a), an individual retirement annuity described in IRC § 408(b), an annuity plan described in IRC § 403(a), or a qualified trust described in IRC § 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible retirement distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Effective for plan years beginning after December 31, 2001, an eligible retirement plan also includes an annuity contract described in IRC § 403(b), or an eligible plan under IRC § 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC § 414(p).

iii. *Distributee.* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC § 414(p), are distributees with regard to the interest of the spouse or former spouse.

iv. *Direct rollover.* A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(f) *Forfeitures.*

(1) The nonvested portion of the participant's benefits account shall be forfeited as of the Valuation Date of which the participant's benefits are determined for distribution.

(2) Forfeitures shall be used, in part, to reduce to city contributions and allocated to the benefits accounts of participants in accordance with subsection [54-91\(d\)](#).

(Ord. No. 773, Art. III, 4-9-91; Ord. No. 811, § 2, 9-28-93; Ord. No. 959, § 3, 10-22-02)

• **Sec. 54-89. - Vesting.**

(a) *Vesting percentage.*

(1) The vesting percentage of a participant in the aggregate value of his benefits account shall be 100 percent if such participant's employment is terminated:

- a. Due to normal retirement;
- b. Due to disability retirement;
- c. Due to death; or
- d. With credit for at least ten years of service.

Effective October 1, 2001, "ten years of service" in subsection (a)(1)d. shall be replaced with "six years of service."

(2) The vesting percentage of any other participant in the aggregate value of his benefits account shall be the percentage determined under the following schedule:

Years of Service	Vesting Percentage
4 or less	0
5	50
6	60
7	70
8	80
9	90
10	100

Effective October 1, 2001, the following vesting schedule shall apply:

Years of Service	Vesting Percentage
2 or less	0
3	50
4	<u>65</u>
5	85
6	100

(3) A participant shall be 100 percent vested in the aggregate value of his benefits account on or after the date the participant first is eligible for normal retirement.

(4) A participant shall always be 100 percent vested in the aggregate value of his rollover account and participant contributions account.

(b) *Years of service.* A participant shall be credited with a year of service under the following rules:

(1) An employee shall be credited with one year of service for each plan year if the participant was a fulltime employee for the entire 12-month period.

(2) An employee shall be credited with one year of service for each full year of credited service under the prior plan.

(3) A participant who terminates employment and later again becomes a fulltime employee shall be credited with all years of service credited to the employee at the date of such prior employment terminated provided he meets the requirements of subsection (c) below, if applicable.

(4) Notwithstanding any provision of the plan to the contrary, effective as of December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with IRC § 414(u).

(5) Any employee who is appointed to the city manager position, at the discretion of the city commission, may be credited with a year(s) of service for each continuous year of service in a prior governmental pension and/or retirement plan, without a break in service, immediately before becoming a fulltime employee of the city.

(c) *Restoration of forfeited account balance.*

(1) If a participant with a partially vested benefits account terminates employment with the employer and receives (or is deemed to have received) a distribution of such account balance, and such participant is subsequently reemployed by the employer, then such benefits account balance will be restored to the amount on the date of distribution if the employee repays to the plan the full amount of the distribution which was attributable to city contributions before the earlier of five years after the first date on which the participant is subsequently reemployed by the employer or the date on which the participant incurs five consecutive breaks in service following the date of distribution. If a participant whose vested interest in his benefits account is zero is deemed to receive a distribution of such vested interest before the date he or she incurs five consecutive breaks in service, upon reemployment with the employer, such

benefits account balance which is attributable to city contributions will be restored to the amount on the date of the deemed distribution.

(Ord. No. 773, Art. IV, 4-9-91; Ord. No. 959, § 4, 10-22-02; Ord. No. 992, § 1, 7-25-06)

• **Sec. 54-90. - Contributions.**

(a) *Participant contributions.*

(1) Effective October 1, 2002, participant contributions shall be permitted, but not required, under the plan. Participant contributions are made from after-tax dollars of the participant's base pay. Each participant who desires to make a participant contribution to the plan must complete a salary reduction agreement and return it to the city 15 days prior to the beginning of the payroll period for which the salary reduction agreement is to become effective. The salary reduction agreement may be amended or revoked at any time by the participant by completing a new salary reduction agreement and indicating the amendment or revocation and filing the new salary reduction agreement with the city. Such amendment or revocation shall become effective as soon as administratively possible after receipt by the city.

(2) Participant contributions shall not exceed 12 percent of a participant's base pay; provided however, that the participant's participant contributions must not cause the participant's annual additions to exceed the amounts provided in subsection [54-91](#)(f).

(b) *Employer contributions.*

(1) City contributions shall be made in cash and in accordance with [section 54-91](#)

(2) City contributions shall be made no later than the time prescribed by law.

(3) The plan is intended to qualify as a profit sharing plan within the meaning of IRC § 401(a) and the regulations promulgated thereunder; provided, however, city contributions shall not be limited to earnings or profits.

(c) *Transfers from qualified plans.* With the consent of the retirement committee, amounts may be transferred directly from other plans qualified under the provisions of IRC §401(a) which are maintained by the city.

(Ord. No. 773, Art. V, 4-9-91; Ord. No. 907, § 1, 6-27-00; Ord. No. 959, § 5, 10-22-02)

• **Sec. 54-91. - Accounts and allocations.**

(a) *Accounts.*

(1) Each participant shall have a benefits account to which his share of city contributions and forfeitures shall be allocated.

(2) Each participant shall have a rollover account to which his rollover amounts under subsection [54-90](#)(c) shall be allocated.

(3) Each participant shall have a participant contribution account to which his participant contributions pursuant to subsection [54-90](#)(a) shall be allocated.

(b) *Allocation of participant contributions.* Within the time prescribed by law, the city shall allocate to each participant's participant contributions account an amount which corresponds to the amount withheld from the participant's base pay as a participant contribution pursuant to the salary reduction agreement filed with the retirement committee.

(c) *Allocation of city contributions.*

(1) As of the last day of each plan year, the city contributions for such plan year shall be allocated to the benefits accounts of all participants who, for such plan year were (i) actively employed as a fulltime employee by the city on the last day of such plan year, or (ii) were fulltime employees and terminated employment during such plan year due to normal retirement; and (iii) were not city commissioners.

(2) The city contributions shall be allocated to each participant eligible for a contribution equal to 12 percent of such participant's base pay while a fulltime employee during that plan year.

(d) *Allocation of forfeitures.* Any forfeitures, as determined pursuant to subsection [54-88\(f\)](#) occurring on or after October 1, 2000, shall be used to pay the expenses related to the administration of the plan. Any remaining forfeiture amount, less a \$10,000.00 minimum balance, will be allocated to the benefits accounts of all participants who are employed on the date forfeitures are allocated, in a ratio that each participant's benefits account bears to all participants' benefits accounts.

(e) *Allocation of earnings and losses.* As of each valuation date, the retirement committee, with the assistance of the trustee, shall allocate investment earnings and losses to each participant's benefits account, rollover account and participant contributions account.

(f) *Limitations on allocations.*

(1) If a participant's annual additions in any limitation year exceeds the lesser of:

a. \$30,000.00 (as adjusted in accordance with IRC § 415(d)); or

b. 25 percent of the limitation compensation of the participant for such limitation year;

then such additional shall be reduced to an amount not in excess of the above limitations by making the adjustments with respect to such limitation year, to the extent necessary.

For plan years beginning after December 31, 2001, the \$30,000.00 amount in subsection (f)(1)a. above shall be replaced with \$40,000.00, and the 25 percent limitation shall be replaced with 100 percent.

(2) If a short limitation year is created because of an amendment changing the limitation year to a different 12-consecutive-month period, the maximum permissible amount under subsection (f)(1) of this section will not exceed the amount determined under subsection (f)(1)a. of this section multiplied by the following fraction:

Number of months in the short limitation year/12

(3) a. If in any limitation year a participant's annual additions exceed the limitation determined under subsection (f)(1) of this section, such excess shall not be allocated to his accounts in any defined contribution plan but shall be handled in the following manner and order until such excess is eliminated:

1. First, from participant contributions for the limitation year only, an amount necessary to satisfy the limitations of this subsection (f) shall be returned to him; and

2. If, after such return of participant contributions, such excess is not thereby completely eliminated, his portion of the allocation of city contributions or any part thereof shall be allocated to the benefits accounts of other participants who are not initially affected by the limitation determined under subsection (f)(1) of this section except that the limitations of this subsection (f) shall not be exceeded with respect to each such participant; and

3. If, after such allocation, such excess is still not thereby completely eliminated, the amount of such excess shall be placed in a suspense account (with earnings on such amount) which shall be allocated in the next limitation year until the limitations of this subsection (f) are reached, and in each subsequent limitation year until no amount of such excess remains unallocated; such excess unallocated amount shall be released from the suspense account on a first-in-first-out basis.

b. If a suspense account is in existence at any time during a limitation year pursuant to this section, it will not participate in the allocation of the trust's investment gains and losses. If a suspense account is in existence at any time during a particular limitation year, all amounts in the suspense account must be allocated and reallocated to the participant's accounts before any city contributions may be made to the plan for that limitation year. Excess amounts may not be distributed to participants or former participants except for amounts attributable to participant contributions allocated to the affected participants' participant contributions accounts.

c. All allocations under this subsection (f)(3) shall be made on the basis described in this section either for the current limitation year or, if applicable, for the limitation year in which such amount is released from the suspense account.

d. The above reductions shall be applied to this plan first, and thereafter to any other defined contribution plan.

(4) In addition to the limitations of subsection (f)(1) of this section, if a participant has participated in any defined benefit plan at any time and the sum of the participant's defined benefit fraction (determined pursuant to IRC § 415(e)(2)) and defined contribution fraction (determined pursuant to IRC § 415(e)(3)) would exceed 1.0, then the reductions provided in such defined benefit plan shall be made. For purposes of this subsection (d)(4), "1.0" shall be substituted for "1.25" in IRC §§ 415(e)(2)(b) and 415(e)(3)(B) for purposes of determining the participant's defined benefit fraction and defined contribution fraction, respectively. The reduction shall be applied to the defined benefit plan prior to any reduction in the defined contribution plan. Subreductions shall be made in the manner established by the retirement committee. This subsection (f)(4) shall not apply for plan years beginning after December 31, 1999.

(g) *Loans and withdrawals.* No loans or withdrawals may be made from the plan.

(Ord. No. 773, Art. VI, 4-9-91; Ord. No. 959, § 6, 10-22-02; Ord. No. 965, § 1, 7-22-03)

• **Sec. 54-92. - Investment funds and investment of accounts.**

(a) *Investment funds.* The trustee may, in its sole discretion, designate one or more investment funds for the investment of benefits accounts, rollover accounts and participant contributions accounts.

(b) *Investment of accounts.*

(1) If the trustee designates one or more investment funds:

a. Each participant shall elect, according to rules prescribed by the retirement committee, from among the investment funds the manner in which his account shall be invested. If a participant fails to make an investment election, the balance in his account shall be invested in accordance with procedures established by the retirement committee.

b. If an investment fund which was previously available is discontinued by the trustee, each participant who has a part of his benefits account, participant contributions account or rollover account invested in such investment fund shall make a new selection, effective as of such date as the retirement committee may prescribe. If a participant fails to make such selection, amounts invested in the discontinued investment funds shall be invested in accordance with procedures established by the retirement committee.

(2) All election methods and time periods shall be established pursuant to procedures established by the retirement committee in its sole discretion.

(c) *Fiduciary liability.* The city, the city commission, each city commissioner, the retirement committee, any trustee and any employee of the city shall not be liable for any loss or for any reason which results from a participant's selection of or failure to select any investment fund.

(Ord. No. 773, Art. VII, 4-9-91; Ord. No. 959, § 7, 10-22-02)

• **Sec. 54-93. - Plan administration.**

(a) *Administration.* The retirement committee shall have the authority to control and manage the operation and administration of the plan, to manage and control plan assets and to select a custodian of the plan's assets and an investment manager.

(b) *Retirement committee.*

(1) The retirement committee shall consist of the city manager, finance director, one member elected by the city commission, three members elected by the participants, and one member appointed by the retirement committee.

a. The member appointed by the retirement committee may not be an employee or an elected city official.

b. The member appointed by the retirement committee may vote on the issue of the appointment of a member to the retirement committee unless such member is the individual as to whom the vote is being taken.

c. Should any one individual hold both the city manager and finance director positions, the city commission, at its discretion, may appoint an additional member of the retirement committee until such time as different individuals serve in both positions.

d. The term of office for the member appointed by the city commission shall be until such member resigns or is removed by the city commission.

(2) The term of office for the three members elected by the participants and the one member appointed by the retirement committee shall be two years.



(3) An individual member of the retirement committee may resign by delivering the member's written resignation to the city commission and to the other members of the retirement committee. Such resignation shall be effective the later of the date specified in the written resignation or the date received by the city commission.

(4) All of the reasonable expenses of the retirement committee shall be paid from the trust unless paid by the city. The members of the retirement committee shall receive no compensation for their services rendered to or as members of the retirement committee.

(5) The retirement committee shall act at a meeting by a majority of its members at the time in office who are eligible to vote on any particular matter. Alternatively, the retirement committee may act by unanimous written consent. The retirement committee may authorize in writing any person to execute any document on its behalf, and any interested person, upon receipt of notice of such authorization directed to it, may thereafter accept and rely upon any document executed by such authorized person until the retirement committee shall deliver to such interested person a written revocation of such authorization.

(6) A member of the retirement committee who is also a participant shall not vote or act upon any matter relating solely to that member.

(c) *Powers and duties of retirement committee.*

(1) The retirement committee shall have the power and discretion to construe the plan, including but not limited to determining who is eligible to participate and the amount of a participant's benefits, and to determine all questions of fact that may arise thereunder, and any such construction or determination shall be conclusively binding upon all persons interested in the plan.

(2) The retirement committee shall have the power and discretion to determine who is a public safety employee and what payments to public safety employees are incentive payments for purposes of determining base pay.

(3) Subject to the terms of the plan, the retirement committee shall determine the time and manner in which all elections authorized by the plan shall be made or revoked.

(4) All applications of the fund for purposes of payment of benefits or expenses of the plan (other than expenses of a custodian, trustee or an investment manager otherwise provided for in a custodial, trust or an Investment management agreement) shall be made by the trustee only at the direction of the retirement committee.

(5) The retirement committee shall insure that all fiduciaries are bonded to the extent as required by any federal or state law.

(6) The retirement committee shall have all the rights, powers, duties and obligations granted or imposed upon it elsewhere in the plan.

(7) The retirement committee shall exercise all of its responsibilities under this article in a uniform and nondiscriminatory manner.

(8) The retirement committee shall establish a claims procedure.

(d) *Investment managers.*

(1) The trustee may, by an instrument in writing, appoint one or more persons, each of whom is referred to as an "investment manager," as adviser to the trustee in respect of investments and may, subject to any restrictions upon investment imposed upon the trustee by any regulation of the treasury department relating to the qualified status of the trust as tax exempt, or by state law, delegate to an investment manager from time to time the power to manage, acquire and dispose of or to direct the trustee to manage, acquire and dispose of any plan assets.

(2) Each person so appointed shall be an investment advisor registered under the Investment Advisers Act of 1940; a bank as defined in that Act; or an insurance company qualified to manage, acquire, or dispose of any asset of the plan under the laws of the state.

(3) Each investment manager shall acknowledge in writing that it is a fiduciary with respect to the plan.

(4) Such appointment and delegation shall be upon such terms and conditions as the trustee shall approve, and the trustee may enter into an agreement with each investment manager specifying the duties and compensation of such investment manager and the other terms and conditions under which such investment manager shall be retained.

(5) The trustee shall not be liable for any act or omission of any investment manager, and shall not be liable for following the advice of any investment manager, with respect to any duties delegated to any investment manager.

(6) The trustee may, at any time, terminate the appointment of any investment manager.

(e) *Trustee.*

(1) The city commission shall, by an instrument in writing, appoint one or more individuals (including members of the retirement committee) or entities (each of whom is referred to as a "trustee") to serve as trustee of all or a portion of the trust. If no such appointment is made, should such person or entity resign, die or terminate existence and no successor is appointed, the retirement committee shall serve as trustee.

(2) The trustee will have the power and authority to make and deal with any investment of the trust in any manner consistent with the plan which it deems necessary or appropriate.

(3) Each trustee shall accept its appointment by an instrument in writing.

(4) The city commission and retirement committee shall not be liable for any act or omission of any trustee with respect to any duties delegated to any trustee.

(5) The trustee may appoint one or more investment advisors pursuant to subsection (d) of this section.

(f) *Compensation.*

(1) Each investment manager shall be paid such reasonable compensation, in addition to expenses, as shall from time to time be agreed upon by the trustee and each investment manager.

(2) Each trustee shall be paid such reasonable compensation, in addition to expenses, as shall from time to time be agreed upon by the city commission and each trustee.

(3) No individual who is a member of the city commission or who receives compensation as a fulltime employee of the employer may receive compensation, other than reimbursement for reasonable expenses, as an investment manager or trustee.

(g) *Delegation of responsibility.* The retirement committee may designate persons to carry out the responsibilities of the retirement committee provided for hereunder. The retirement committee shall not be liable for any act or omission of a person so designated.

(Ord. No. 773, Art. VIII, 4-9-91; Ord. No. 959, § 8, 10-22-02)

**Cross reference**— Boards, commissions, etc., § 2-161 et seq.

• **Sec. 54-94. - Amendment.**

The city commission shall have the right at any time to amend the plan in whole or in part, by an instrument in writing, effective retroactively or otherwise; provided, however, that no amendment shall:

(1) Authorize any part of the trust to be used for or diverted to purposes other than for the exclusive benefit of participants or their beneficiaries, excepting only such amounts as may revert to or become the property of the city as provided in subsection [54-96\(a\)](#);

(2) Decrease the accrued benefits of any participant or his beneficiary under the plan, excepting only such amounts as may revert to or become the property of the city or a participating affiliate as provided in subsection [54-96\(a\)](#); or

(3) Reduce the vesting percentage of any participant.

(Ord. No. 773, Art. IX, 4-9-91; Ord. No. 959, § 9, 10-22-02)

• **Sec. 54-95. - Discontinuance of contributions and termination of plan.**

(a) *Right of city to terminate plan or discontinue contributions.* The city has established the plan as a permanent plan with the bona fide intention and expectation that from year to year it will be able to and will deem it advisable to continue it in effect and to make contributions as provided in this article. However, the city reserves the right to terminate the plan, to change the contribution percentage or cease contribution by an instrument in writing delivered to the retirement committee.

(b) *Determination of date of complete or partial termination or complete discontinuance of contributions.* The date of complete or partial termination of the plan or complete discontinuance of contributions under the plan shall be established by the retirement committee in accordance with the directions of the city commission and in accordance with applicable law.

(c) *Effect of complete or partial termination or complete discontinuance of contributions.*

(1) As of the date of partial termination of the plan:

a. The accrued benefit of each affected participant shall be nonforfeitable;

b. No further contributions or allocations of forfeitures shall be made after such date with respect to each affected participant, and

c. For purposes of this section, partial termination shall mean the involuntary termination of employment with the city due to the city privatizing any service or function currently performed by the employee as part of his duties as an employee of the city.

(2) As of the date of complete termination of the plan or the complete discontinuance of contributions under the plan:

a. The accrued benefit of each participant who is employed on the date of such complete termination of the plan or such complete discontinuance of contributions under the plan shall be nonforfeitable;

b. No further contributions or allocations of forfeiture shall be made after such date; and

c. No employee shall become a participant after such date.

(3) All of the other provisions of the plan shall remain in effect unless otherwise amended.

(Ord. No. 773, Art. X, 4-9-91; Ord. No. 811, § 1, 9-28-93; Ord. No. 959, § 10, 10-22-02)

• **Sec. 54-96. - Miscellaneous provisions.**

(a) *Exclusive benefit of participants.* All contributions made by the employer are conditional upon qualification of the plan under IRC § 401(a). Notwithstanding anything in the plan to the contrary, it shall be prohibited at any time for any part of the fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the participants or their beneficiaries, except that upon the direction of the retirement committee:

(1) Any contribution made by the employer by a mistake of fact shall be returned to an employer within one year after the payment of the contribution;

(2) Any contribution shall be returned to the employer within one year after the denial of initial qualification of the plan under IRC § 401(a), if the application for initial qualification determination is filed by the due date of the employer's return for the taxable year in which the plan is adopted;

(3) Any contribution shall be returned to the extent disallowed as a deduction under IRC § 404 within one year after the disallowance of the deduction; and

(4) Any contribution which would otherwise be an excess contribution, as defined in IRC § 4979(c), may be returned to the extent necessary as a correcting distribution to avoid payment of an excise tax on such excess contributions.

(b) *Plan not contract of employment.* The plan is not a contract of Employment, and the terms of employment of any employee shall not be affected in any way by the plan or related instruments, except as specifically provided therein.

(c) *Source of benefits.* Benefits under the plan shall be paid or provided for solely from the trust, and the employer assumes no liability therefor.

(d) *Benefits not assignable.* Benefits provided under the plan may not be assigned or alienated. Notwithstanding any provision contained herein to the contrary to the extent provided under the terms of a qualified domestic relations order (as defined in IRC § 414(p)(1)), any amount which becomes payable to an alternate payee (as

defined in IRC § 414(p)(8)) may be paid to the alternate payee at any time after entry of the qualified domestic relations order even though the participant may not be entitled to payment under the plan at such time, provided that the manner of payment is one which is available to the participant under the plan. The plan's obligation to the participant and any alternate payee shall be fully discharged to the extent of any payments made pursuant to actions taken in accordance with this provision.

(e) *Benefits payable to minors, incompetents and others.* If any benefit is payable to a minor or an incompetent or to a person otherwise under a legal disability or who, in the sole discretion of the retirement committee, is by reason of advanced age, illness or other physical or mental incapacity incapable of handling and disposing of his property or otherwise is in such position or condition that the retirement committee believes that he could not utilize the benefit for his support or welfare, the retirement committee shall have discretion to apply the whole or any part of such benefit directly to the care, comfort, maintenance, support, education or use of such person, or pay the whole or any part of such benefit to the parent of such person, the guardian, committee, conservator or other legal representative, wherever appointed, of such person, the person with whom such person is residing, or to any other person having the care and control of such person. The receipt by any such person to whom any such payment on behalf of any participant or beneficiary is made shall be a sufficient discharge therefor.

(f) *Expenses.* All expenses of the plan and the trust shall be paid from the trust unless paid by the city.

(g) *Age limit.* A participant will not be excluded from participation under the plan on account of the attainment of a specified age nor will benefit accruals or allocations to a participant's account be reduced or discontinued on account of attainment of a specified age.

(h) *Controlling law.* The plan is intended to qualify under IRC § 401(a). Other applicable provisions of the IRC and the regulations issued thereunder and provisions applicable of state statutes and its terms shall be interpreted accordingly.

(Ord. No. 773, Art. XI, 4-9-91; Ord. No. 959, § 11, 10-22-02)

**CITY OF QUINCY**

**CITY COMMISSION AGENDA REQUEST**

**MEETING DATE:** February 24, 2015  
**DATE OF REQUEST:** February 20, 2015  
**TO:** Honorable Mayor and Members of the City Commission  
**FROM:** Mike Wade, Interim City Manager  
Scott Haire, Fire Chief  
**SUBJECT:** Completion of Smoke Detector Program

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**Statement of Issue:**

This is a report on the completion of the United States Fire Administration and Florida State Fire Marshal's Office smoke detector grant program.

**Background:**

The Florida State Fire Marshal's Office received funding from the US Fire Administration to install smoke detectors in homes of citizens age 50 and over. Quincy Fire Department applied for and received 201 smoke detectors. All 201 of these detectors were installed in about 100 homes in Quincy and the surrounding area to include Gretna, Robertsville and other unincorporated areas neighboring the City of Quincy.

These detectors were low maintenance, 10-year battery detectors with dual sensors (photoelectric and ionization technologies). This means that citizens will only have to test the detectors monthly and will not have ongoing maintenance of replacing batteries once or twice per year.

As part of the program, our firefighters installed the detectors but also gave out literature on fire safety and prevention and answered any questions the residents had. As another part of the program, we also conducted a fire safety program for senior citizens at Gadsden Senior Services on Lasalle Lefalle Drive in Quincy. Twenty-three (23) Seniors attended this program as well as several staff members.

QFD is proud to serve the citizens of Quincy and will continue to seek out and complete programs to increase safety awareness. "The best time to fight a fire is before one ever occurs."