

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

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



## **Meeting Agenda**

**Tuesday, January 13, 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  
January 13, 2015  
6:00 PM  
CITY HALL CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Special Presentations by Mayor or Commission**

**Approval of Agenda**

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

1. Approval of Minutes of the 12/9/2014 Regular Meeting  
(Sylvia Hicks, City Clerk)

**Proclamations**

Florida First Responder Appreciation Week

**Public Hearings as scheduled or agended**

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

**Ordinances**

**Resolutions**

**Reports by Boards and Committees**

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

2. Fred Fox- CDBG  
(Mike Wade, Interim City Manager)
3. FY 2012-2013 Audit Report  
(Mike Wade, Interim City Manager)

4. Downtown Master Plan Project Completion  
(Mike Wade, Interim City Manager; Bernard Piawah, Planning Director)
5. Bulk Power Supply  
(Mike Wade, Interim City Manager)
6. Tanyard Park Rules  
(Mike Wade, Interim City Manager)
7. Firehouse Subs Grant Report  
(Mike Wade, Interim City Manager; Chief Haire, Fire Chief)
8. QFD Monthly Report  
(Mike Wade, Interim City Manager; Scott Haire, Fire Chief)
9. P-Card Statement  
(Mike Wade, Interim City Manager; Ted Beason, 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

Update Concerning Recall Petition Process – Recall Defense on Behalf of Commissioner Micah Brown in his Official Capacity as Commissioner of District 2, City of Quincy.

- d) Commission Members

**Comments from the audience**

**Adjournment**

\*Item(s) Not in Agenda Packet

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
DECEMBER 09, 2014  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, December 09, 2014, 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  
Planning Director Bernard Piawah  
Interim Police Chief Glenn Sapp  
Finance Director Ted Beason  
Account Control Specialist Catherine Robinson  
Human Resources Director Bessie  
Parks and Recreation Director Gregory Taylor  
Interim Public Works Director Reginald Bell  
Customer Service Representative Clemev Parramore  
OMI Representative Terry Presnal  
Sergeant At Arms Captain Troy Gilyard

### **Call to Order**

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

### **Approval of Agenda**

Commissioner Brown made a motion to approve the revised agenda with the following change: delete item 7; Report on the Downtown and add a moratorium on the use of Tanyard Creek Park. Commissioner Gay seconded the motion.

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

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

Commissioner Brown made a motion to approve the minutes of the November 25, 2014 regular meeting with corrections if necessary. Commissioner Gay seconded the motion. The ayes were unanimous.

## **Proclamations**

### **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.)**

## **Ordinances**

## **Resolutions**

### *Resolution No. 1321-2014 Christmas Parade and Temporary Road Closure and Musicfest*

Commissioner Brown made a motion to approve Resolution No. 1321-2014 for the Christmas Parade and Temporary Road Closure Permit. Commissioner Gay seconded the motion. Commissioner McMillan asked if it was absolutely necessary to close down Adams Street at 4:30 for banking purposes. Interim Chief Sapp stated he would look into the matter and get back with him. The ayes were unanimous.

## **Reports by Boards and Committees**

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

#### *Interlocal Agreement with Board of County Commissioners*

Commissioner McMillan made a motion to approve the Interlocal Agreement between the City of Quincy and the Gadsden County Board of County Commissioner for Road Maintenance for 2014-2015. Commissioner Brown seconded the motion. The ayes were unanimous.

#### *Update on Quincy-Byrd Landfill Cell Closure*

Interim City Manager Mike Wade reported to the Commission that Department of Environmental Protection (DEP) had agreed with staff that the City could close Cell 9 as a yard debris landfill provided it can be proven that the waste that was buried at the site was actually yard debris. He stated that several test pits were dug at Cell 9 and the results showed only yard debris. Mr. Wade stated that the cost savings to the City due to the DEP agreeing that Cell 9 should be closed as a yard debris pit would fall within the range of \$500,000 to \$1,000,000. Mr. Wade thanked Mr. Piawah and Mr. Banks for having the initiative to request from DEP that the Cell to be closed as yard debris.

#### *Landfill Monitoring Contract*

Commissioner Gay made a motion to approve the Monitoring Contract between the City of Quincy and Trinity Inc. for the amount of \$7,200. Commissioner Brown seconded the motion. Commissioner McMillan asked if the funds are budgeted. Mr. Piawah replied yes. The ayes were unanimous.

### *Adams Street Sidewalk Report*

Bernard Piawah Planning Director of Building and Planning reported that Florida Department of Transportation has included the Adams Street Sidewalk in their 2016-2020 Five Year Plan. Mr. Piawah stated the sidewalk would be installed from Adams Street to Martin Luther King Boulevard.

### *Downtown Master Plan – withdrawn*

### *Moratorium Use of Tanyard Creek Park*

Commissioner Gay made a motion to approve a moratorium on the use of any major event at Tanyard Creek Park until a draft of our Rules and Regulations has been approved by the Commission. Commissioner Brown seconded it. The ayes were unanimous.

### *Financial/P-Card Report*

Commissioner McMillan had concerns with the percentages of over spending in some of the line items he stated that we are just ending the first quarter of the budget and some of the line items are out of line. Interim City Manager Mike Wade thanked Ted Beason the Finance Director for uploading the budget into the system. Mr. Beason stated that this is an allocation issue and would be corrected. Commissioner Dowdell asked the Manager to check the budget to make sure that all the numbers match. The Manager asked what numbers he was talking about. Commissioner Dowdell stated that he would get with the Manager after the meeting.

## **Comments**

### *City Manager*

Interim City Manager Mike Wade reported that the Christmas Parade will be December 19, 2014 and invited everyone to come and enjoy themselves. City Manager stated that as a token of appreciation he would like to request that the Commissioners give the employees the day after Christmas off. He stated that our employees has done a great job and has provided wonderful service to the City. He stated that Christmas falls odd this year being on a Thursday and the employees would have to come back on Friday. Commissioner Gay made a motion to approve close for business December 26, 2014. Commissioner Dowdell seconded it. The ayes were unanimous.

### *City Attorney*

Attorney Scott Shirley reported to the Commission that the Tiffany Spenser litigation coverage has been picked up by Coppins Monroe Adkins & Dincman PA appointed by Florida League of Cities.

Attorney Shirley reported that we are proceeding expeditiously to formalize the disconnection of services of Netquincy and pullout of the bond covenants. The process

includes retaining of independent Council. He stated that they would have a conference call on Friday with the firm that the City has been using for engineering services. We will have to amend the Bond Resolution to pull that system out.

City Clerk – None

City Commission

Commissioner Dowdell stated that Commissioner Gay gave him a press release stating that Florida Department of Transportation will be paving Martin Luther King Jr. Boulevard 234,529.00.

Commissioner Gay stated that he appreciates staff putting Florida Department of Transportation (FDOT) five year plan in the packet he also stated that Quincy and Gadsden County will benefit from the efforts of former County Commissioner Croley who sat on the board.

Commissioner Gay stated that he met with Ms. Evans regarding the applications and resumes she had received regarding the position of City Manager. Commissioner Gay stated we need to appoint a Review Board to evaluate the application then present them to the Commission. Commissioner Gay stated that his appointee is former Commissioner Finley Cook. Commissioner Gay made a motion to appoint a Review Board to evaluate the applications. Commissioner Dowdell seconded the motion. Attorney Shirley reminded the Commission that the Board will be governed by the Sunshine Laws in that the meeting must be publically noticed and the Review Board can't discuss the applications outside of their meetings. The ayes were unanimous.

Commissioner Gay asked the status of the audit. The Interim City Manager stated that we should have a draft in two weeks. Commissioner Gay stated that we need to have the Auditor present at the next meeting for an update.

Commissioner Brown stated that the following right of ways along the following streets need to be cleaned: Stewart, Key, West GF&A Drive, and Key Street Park. He stated that the house in front of the park on Key Street needs the attention of Code Enforcement.

Commissioner Brown stated that he had received several calls regarding break-ins in his district.

Commissioner McMillan thanked the local Girl Scout troop for cleaning up some debris in Hillcrest Cemetery. He stated that they had a Veterans Day project they placed flags on all the Veterans graves.

Commissioner McMillan made a motion to remove Howard Smith from the Police and Pension Board and replace him with Scott Haire. Commissioner Brown seconded it. The ayes were unanimous.

Commissioner McMillan asked if the City had a schedule for clearing the electric lines in place.

Commissioner McMillan advised the citizens to lock their cars and homes this is the season for burglaries to be on the rise.

Commissioner McMillan wished everyone a safe and Happy Holiday.

**Comments from the audience**

Vernon Love 600 Martin Luther King Jr. Boulevard read a letter from the Citizens for a Better Quincy asking the Commission to appoint someone in the Clerk's position in her absence because they would be submitting the seconded recall petition and defense.

Mayor Elias wished everyone a Merry Christmas and Happy Holidays.

Mayor Elias stated that the City would be closed December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>.

Commissioner Brown made a motion to adjourn. 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



# Proclamation

Honoring

January 5-9 as Florida First Responder Appreciation Week:

WHEREAS, City of Quincy first responders include law enforcement officers, firefighters, and EMTs are dedicated to the protection of life and property in the City of Quincy and surrounding areas; and

WHEREAS, the members of these various First Responders organizations undergo significant education, training and personal sacrifice in order to achieve the expertise required to respond to any type of emergency; and

WHEREAS, courage, selfless concern for others and the duty to protect and serve are commonly held values among these First Responders; and

WHEREAS, First Responders provide vital public service twenty four hours a day, seven days a week and fifty two weeks a years with no down time for holidays and other special occasions; and

WHEREAS, acts of kindness and appreciation from citizens for first responders provide them needed encouragement and support to confront the dangerous and uncertain situations they face every day;

NOW, THEREFORE, I, Derrick D. Elias Mayor of the City of Quincy do hereby proclaim January 5-9, 2015 as *First Responder Appreciation Week* and encourage all Citizens to take time out of their day to show first responders and their families how much we value their service to our city.

Dated this 13th day of January 2015.

APPROVED

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Derrick D. Elias Mayor and Presiding Officer

ATTEST:

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Sylvia Hicks City Clerk

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: January 13, 2015

Date Submitted: January 9, 2015

To: Honorable Mayor and Members of the City Commission

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

Subject: Downtown Master Plan Project Completion

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**Statement of Issue:** On April 8, 2014, the Commission approved the contract with Atkins Inc. for the preparation of the Quincy Downtown Master Plan. This agenda item is intended to inform the Commission that the project has been completed. Please see attached the executive summary for the Downtown Master Plan document detailing the goal of the plan and summarizing the policy and public project initiatives discussed in the document.

**Attachments:**

1. Quincy Downtown Master Plan Executive Summary; and
2. Agenda item for the meeting of April 8, 2014

## **ATTACHMENT 2**

### **CITY OF QUINCY CITY COMMISSION AGENDA REQUEST**

Date of Meeting: April 8, 2014

Date Submitted: April 3, 2014

To: Honorable Mayor and Members of the City Commission

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

Subject: Downtown Master Plan Contract

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**Statement of Issue:** On March 25, 2014, staff brought to the Commission an agenda item asking for the Commission's authorization to sign the contract with Atkins Inc, for the preparation of the Quincy Downtown Master Plan. The Commission voted to approve the signing of the contract pending a revision of the agreement to address the issues that the City's attorney identified and to bring the revised agreement back to the Commission before it is signed. The agreement has been revised to the satisfaction of the City's attorney and staff is asking for permission to sign the contract. Attached to this agenda item are the previous agenda items and the revised agreement.

#### **OPTIONS:**

- Option 1: Authorize staff to enter into contract with Atkins, Inc. to prepare Quincy Downtown Master Plan.
- Option 2: Do not authorize staff to enter into contract with Atkins, Inc. to prepare Quincy Downtown Master Plan.

#### **Staff Recommendation:**

Option 1



**Final Report - Executive Summary**  
**Downtown Master Plan**  
**Quincy, Florida**

**ATKINS**

**December 2014**

## Executive Summary

The preparation of the master plan for Downtown Quincy represents a pivotal turning point for growth management in Downtown Quincy. The purpose of the plan is to create for the downtown a specifically developed reference document that will guide growth and urban redevelopment in downtown Quincy for the short term and for the long term. No such effort has been undertaken for the downtown in the past and will set the pace for a new era of planning for the economic revitalization of Downtown Quincy. With the historic Courthouse Square located at its center, Downtown Quincy had been the focal point for culture and social events and the hub of economic activities in Gadsden County.

However, in recent years some of the economic activities have moved to the outskirts of the City thereby depriving the downtown of the thriving economic dominance it once enjoyed in the City and County at large. This downtown master plan establishes a clearly defined and identifiable footprint for the downtown that will provide for an economically viable downtown; creates a distinctive boundary and look for the downtown; creates a pedestrian plan that links Downtown Quincy with the historic residential districts on the north in a manner that will be aesthetically pleasing and attractive to tourists; and creates a pedestrian plan that makes Downtown Quincy pedestrian friendly. This master plan clearly links Downtown Quincy with some of the important special places that surrounds it including Tanyard Creek Park on the south and the eastern cemetery in a recognizably distinctive fashion. Furthermore, it creates a bicycle path plan that links Downtown Quincy to the Quincy Havana Bike Trail on State Road 12 and with Tanyard Creek Park. Parking is an issue of concern in the downtown; this master plan addresses this issue as well and provides recommendations and implementation approaches to address short and long range strategies for public-private partnerships to address revitalization opportunities for the Downtown Quincy.

## Plan Goals

- 3 Improve the quality of life for the residents in Quincy.
- 3 Create job and economic development in downtown.
- 3 Promote a mixture of land uses that supports a walkable environment, provides a source of entertainment, strengths the downtown business and offers needed services.
- 3 Identify the center core of downtown.
- 3 Create important gathering places for visitors, residents, and workers in downtown.
- 3 Cultivate a walkable and vibrant downtown with several areas of interest and activity from morning to evening.
- 3 Improve access and circulation into and through the downtown for pedestrians, bicyclist and vehicles.
- 3 Develop a consistent, solid building line along the streetscape so there is ample space for businesses and residential uses and elements of interest.
- 3 Preserve and enhance the historic resources of downtown.
- 3 Strengthen access to and from the center core of the downtown to its major recreational amenities.
- 3 Increase parking opportunities that are convenient for activity areas of downtown.
- 3 Identify design guidelines to manage future development in the downtown.
- 3 Identify financial mechanisms for achieving the downtown objectives.

**LAND USE LEGEND**

- MIX-USE (RETAIL, OFFICE, RESIDENTIAL)
- CIVIC
- TOWNHOMES
- RESIDENTIAL CONDO
- ASSISTED / SENIOR LIVING
- SINGLE FAMILY COTTAGE LOT
- AMENITY STRUCTURES / PAVILIONS
- BRICK CROSSWALKS / SPECIALTY PAVING
- OPEN SPACE
- PARKING DECK
- ROADS / PAVEMENT (PARKING AREAS)
- SIDEWALKS / PATHS / CONCRETE AREAS
- EXISTING VEGETATION
- EXISTING STRUCTURES
- POOL / FOUNTAIN



**Conceptual Master Plan**

0006.100039642.0514

## Public Policy Initiatives

- Establish a Revitalization Task Force Team for Downtown Quincy,
- Reestablish the Main Street Program and a Main Street Director.
- Develop a Historic Review Board for Downtown Quincy.
- Reestablish the Historic Facades Renovation Program in Downtown Quincy.
- Start an Active Marketing Effort: Build on the current strengths of Quincy. “Come Grow with Quincy”
- Appoint a Community Activities Director/Events Planner for the City that will promote year round calendar of activities and events that will bring people back to Downtown Quincy. Activities and Events should be scheduled and posted on City Web Site.
- Improve and update the City Web Site.
- Develop a Enforce Existing Policies and City Codes:
- Promote Arts in Downtown: Including providing sculpture, art, music, theater opportunities.
- Promote residential development in Downtown. Amend the City of Quincy Mixed Use Zoning Ordinance to accommodate residential (loft development and single family residential development:
- Enhance existing Parks and Greenspace in Downtown- Recapture Greenspace to Downtown.
- Adopt a comprehensive maintenance program for the Downtown Quincy.
- Assimilate remnant property for future development opportunity.
- Continue to offer and grow tax benefits and incentives for new Downtown development and business relocation.
- City to work with the Community Redevelopment Agency on securing State and Federal streetscape, bicycle, housing, greenspace and brownfield and other improvement grants for Downtown Quincy.
- Adopt Master Plan design standards for new development and redevelopment in Downtown Quincy. Master Plan Design Standards shall be reviewed by Historic Review Committee to determine compliance and variance approvals.

## Public Project Initiatives

### Develop Gateway and Wayfinding Signage Program:

- Develop City Community Signage Standards.
- Coordinate with the County on design and location of Bicycle signage throughout Downtown.
- Develop signage at the Interstate 10 ramp locations- ID City of Quincy for travelers on Interstate. (2 locations).
- Develop signage at the intersection of 267 and W Jefferson Avenue.
- Develop Historic Downtown Business District signage - at the following locations:
  - 3 Jackson Street/W. Jefferson Ave
  - 3 Clark Street/S. Adams Street
  - 3 King Street/N. Adams
  - 3 W. Jefferson and Monroe Street and E. Jefferson and Love Street ID Downtown Business area.
- Develop signage at other critical points of interest throughout the Downtown: including; public parking facilities, cemeteries, parks, schools, historic buildings- etc.
- Locate community informational Kiosks in the downtown (4 locations)

### Develop a comprehensive Streetscape and Intersection improvement program:

- Incorporate complete street principals into Downtown Quincy, Improve the following streetscapes:
- Courthouse Square (including transit shelters)
- The intersection of 267 and W. Jefferson St.
- W. Jefferson Street from Intersection of 267 to the intersection Monroe Street.
- The streetscape around Courthouse square including: Madison, Washington, Adams Street.

- Jefferson Street streetscape from the intersection Monroe to Love Street.
- King Street from N Jackson to N. Cory Street.
- Franklin Street from N Jackson to N. Love Street.
- Washington Street from the N. Madison Street to the Cemetery entrance.
- W. Washington from N. Jackson Street to N. Adams Street.
- Crawford Street from S. Jackson to S. Love Street.
- Clark Street from S. Jackson to S. Duval Street.
- GFA Drive from S. Calhoun Street to S. Love Street.
- Jackson Street from W. King to GFA Dr.
- Monroe Street from W. King to GFA Dr.
- N. Adams from W. King Street to W. Washington Street.
- S. Adams Street from Jefferson Street to GFA DR. (Tanyard Park )
- N. Madison Street from King Street to E. Washington Street.
- N. Duval Street from E. King Street to EGF and A Drive.
- N. Love Street from E. King Street to E. Crawford Street.

### **Develop a comprehensive bicycle improvement program**

- Hwy 12 E. / E. King Street from City limits to N. Adams Street -City to provide Sharrow Bicycle signage and markings.
- Hwy 12 E. / W. King Street from City limits to Hwy. 267- City to provide Sharrow Bicycle signage and markings.
- South on 267 to SR 90 to the City limits -City to provide Sharrow Bicycle signage and markings.
- North/South Adams Street from King Street south to Clark Street- City to provide Sharrow Bicycle signage and markings.
- South Adams Street from Clark Street south to Tanyard Park- City to provide Bicycle lanes signage and markings.
- Compete- E. and W. Washington Street bicycle improvements from N. Cleveland Street past the existing community parks to

the proposed multipurpose path up to extension Cory Street. Combination of Multi-Purpose Path and Sharrow facility.

- Jefferson Street- from the intersection of 267 toward the eastern city limits-City to provide Sharrow Bicycle signage and markings. Revised or changed to Sharrow to Bike Lanes with Streetscape along Jefferson Avenue when Quincy bypass is completed.
- Stewart Street from W. King Street to MLK Blvd- City to provide Sharrow Bicycle signage and markings.
- Build bicycle trailhead facilities at the following locations:
  - 3 Garden Center- minor
  - 3 In Tanyard Park- major
  - 3 The corner of Franklin and Adams Street
  - 3 Vacant lot Adjacent to McFarland Home

### **Develop comprehensive Parking strategy**

- Develop a Parking Plan for Downtown- Regulate Public Parking in Downtown Quincy.
- Improve the public parking lot facility at the Garden Center facility to become a minor Bicycle Trail Head Facility.
- Improve on street parking in Downtown.
- Coordinate with the County and build a Public Parking Lot facility in Downtown Quincy that will service long term parking needs associated with County services.



## **Description of Private/Public Initiatives for Downtown Quincy**

### **Promote Catalyst site development throughout Downtown Quincy**

- North Adams Infill Site
- Theater Site
- North Residential Site
- South Madison Site
- South Adams Street Infill Site
- South Infill Site
- West Jefferson Avenue Infill
- Monroe and Jefferson Street Infill
- Washington and Jackson Street Infill
- East Jefferson Redevelopment Opportunity



**ATKINS**

**Final Report - Executive Summary**  
**Downtown Master Plan**  
**Quincy, Florida**

**December 2014**

City of Quincy  
City Commission  
Agenda Item

Date of Meeting: January 13, 2015  
Date Submitted: January 9, 2015  
To: Honorable Mayor and Commissioners  
From: Mike Wade, Interim City Manager  
Subject: Bulk Power Supply RFP

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**Statement of Issue:**

The existing contract with our power supplier ends December 31, 2015 .The city needs to ensure that the best value for cost is achieved for future power purchase contract.

**Background:**

The Florida Municipal Power Agency (FMPA) has been supplying the City of Quincy with wholesale power since January 1, 2011. The existing contract will expire in December 2015. While the current contract has provided attractive rates, the city needs to examine the market to ensure that the best value is being obtained at the best cost. FMPA provided a contract extension offer to the City on December 27, 2013. An analysis of the offer was performed by Fred Wilson & Associates and WHH Enterprises. The terms of the contract extension were not as attractive as the original contract. The evaluation of the extension showed that the proposal offered by FMPA results in a 17% increase in power supply costs for 2016 and an additional 8% increase in each of years 2017 and 2018. As authorized by the commission, staff proposed a counter offer to FMPA but it was not accepted. We have received notice from FMPA that their view of future market conditions has changed, including the uncertainty regarding the potential impacts to FMPA of the U.S. Environmental Agency's proposed Clean Power Plan for reducing greenhouse gas emissions. FMPA has withdrawn their original offer and is preparing a replacement offer which will be provided to Quincy no later than March 31, 2015.

### **Analysis:**

The current power supply market in Florida is very competitive. The City's consultant, WHH Enterprises, reviewed several recent solicitations for bulk power supply. After evaluating the proposals it was determined that the City could see substantial savings on purchased power over the next contract period when compared to the original FMPA proposal. Currently there appear to be three options for the City.

1. Wait for the new FMPA proposal and accept the proposal under the terms proposed by FMPA.
2. Wait for the new FMPA proposal and if necessary attempt to negotiate rates that are competitive to the current market.
3. Issue an RFP from all potential bulk power suppliers.

The consultant's analysis indicates that it is very likely, based on recent market activity, that Quincy can obtain bulk power prices lower than the prices that were originally proposed by the FMPA extension offer. Furthermore, the consultant believes that the lowest prices will be obtained with a competitive solicitation. The cost for professional services for obtaining a purchase power provider through the RFP process is estimated at \$50,000. The cost for the previous Power Supply RFP was \$46,000. Fred Wilson & Associates has submitted a proposal not to exceed \$25,000 for issuing and evaluating an RFP and presenting a final recommendation to the City Commission. Additional work for contract negotiations and legal review will be required after the RFP process is complete.

### **Options:**

1. Approval for Fred Wilson & Associates to provide RFP services for Bulk Power Purchase in an amount not to exceed \$25,000 and to complete contract negotiations in an amount not to exceed \$20,000
2. Commission direction

### **Recommendation:**

Option # 1

Attachments:

1: F W & A fee proposal



Fred Wilson  
& Associates, Inc.

January 9, 2015  
File No. 1401-2

Consulting Engineers  
3970 Hendricks Avenue  
Jacksonville, FL 32207-5398  
phone: 904-398-8636  
fax: 904-398-2968  
www.fredwilson.com

Mike Wade  
Acting City Manager  
404 West Jefferson Street  
Quincy, Florida 32351

Re: Professional Services Fee Proposal  
Power Supply RFP

Dear Mr. Wade:

In 2010, FW&A was pleased to assist the City of Quincy in a Power Supply Request for Proposals (RFP) process that resulted in a contract with the Florida Municipal Power Agency (FMPA). This contract has saved the City's utility customers over \$10 million (compared to prior contract rates) since it went into effect on January 1, 2011.

FMPA provided a contract extension offer to the City on December 27, 2013. Unfortunately, the terms of extension were not as attractive as the original contract. We did not recommend accepting the FMPA offer, but the City Commission opted to direct staff to prepare a counter-offer to send to FMPA for consideration. The City's counter-offer was not accepted.

The present agreement expires on December 31, 2015, so now it is important to begin a new RFP process without delay so that transition to a new power supplier can be timely and orderly (if a new supplier is selected). To that end, we have enclosed a Scope document for professional services in support of a Power Supply RFP for the City. This document also includes information as to schedule.

This will again be an important effort for the City. Your power purchases are a major part of your annual budget, and have a direct impact on your citizens through the power cost adjustment on their electric utility bills. Based on our recent experience in the wholesale market, it may not be possible to continue the savings of the last four years. But we have seen a high degree of interest, and obtaining multiple proposals will result in the best possible deal for the City at this time.

Our Fee proposal is outlined in the attached Task Order, which can be authorized with a City purchase order. The actual effort will depend on the number of qualified respondents and the complexity of their responses, among other factors. We will use our time prudently to keep our charges as low as possible. But since the effort described in the Scope could be significantly impacted by these factors, we included their potential impact by submitting our fee proposal in the form of a not-to-exceed amount. Billing will be based on actual hours at FW&A standard rates plus project-related reimbursable costs. We will provide the City with a monthly accounting of our activities.



We look forward to working with you on this assignment. Please let us know if there are any questions or if further information is needed for your review.

Very truly yours,

FRED WILSON & ASSOCIATES, INC.

A handwritten signature in blue ink, which appears to read 'C. Edward Wisser', is positioned below the company name.

C. Edward Wisser, P.E.

Encl.  
Copy to: Master File  
Proposal File

SCOPE OF SERVICES  
Power Supply RFP  
FW&A Project No. 1401-2  
Quincy, Florida  
January 9, 2015

0. General - The following Scope of Services is for professional services in support of the electric utility of the City of Quincy.

0.1 Contact information for the City of Quincy is as follows:

Utilities Director and Acting City Manager- Mike Wade  
404 West Jefferson Street, Quincy, Florida 32351  
Telephone 850-618-0030

0.2 Contact information for Fred Wilson & Associates (FW&A) is as follows:

Project Manager- C. Edward Wisser, PE  
Officer Contact- William E. Wilson, Jr., PE  
3970 Hendricks Avenue, Jacksonville, Florida 32207  
Telephone 904-398-8636

1. Power Supply Request for Proposals, FW&A Project No. 1401-2 - This project involves general consulting services relating to electric utility administrative support of the City with respect to implementing a new power supply contract for the wholesale purchase of power for resale by the City's municipal electric utility.

1.1 Information and Services to be provided by the City:

1.1.1 The City will furnish copies of all existing wholesale power supply agreements, if any have changed since January 1, 2011.

1.1.2 The City will furnish a copy of the City's monthly wholesale power billing history MS Excel spreadsheet, showing system demand and energy data and associated charges, from January 2010 to December 2014.

1.2 Professional Services to be provided by FW&A:

Preliminary Services - (begins when City authorizes RFP services)

1.2.1 Meet with the City to understand objectives, desired term of service, selection criteria, etc.

1.2.2 Prepare an RFP document; revise based on any client comments

1.2.1 Include load-duration data developed for the last RFP (assuming City load characteristics are essentially unchanged)

1.2.2 Develop a list of pre-qualified potential respondents for direct bid invitation (in addition to any required advertisement)

RFP Services - (begins when City issues the RFP)

- 1.2.3 Respond to bidder questions
  - 1.2.4 Prepare monthly demand and energy forecast for use in the evaluation, including effect of SEPA
  - 1.2.5 Prepare fuel cost forecasts; Evaluate and rank responses to RFP; prepare preliminary Report
  - 1.2.6 Review evaluation results and preliminary recommendations with City staff; prepare final Report
  - 1.2.7 Present final recommendations to City Commission
- 1.3 Schedule:
- 1.3.1 It is anticipated that Preliminary Services can be completed within three weeks after receipt of Task Order authorization.
  - 1.3.2 It is anticipated that RFP Services can be completed within ten weeks after the City issues the RFP - five weeks for power supplier responses and five weeks for evaluation. Our goal would be to present recommendations to the City Commission by the first meeting in May 2015, if possible.
2. Limitations - The following additional assumptions apply to this Scope.
- 2.1 Contract negotiation with the selected power supplier and related services are not included in this Scope, but can be provided by FW&A under separate authorization if requested by the City.
  - 2.2 The analysis will address the impact on retail rates only at a "high-level", and should not be considered an electric rate review. However, the results will provide information that can be incorporated whenever the City needs to address retail rates.
3. Disclosure -
- 3.1 FW&A has a contractual relationship with the regulated business portion of the Florida Power & Light Company (FPL). We do not believe this represents a conflict of interest in evaluation of power supply proposals received from the unregulated power marketing business portion of FPL.





TASK ORDER FOR PROFESSIONAL SERVICES

This Task Order, made and entered into this \_\_\_\_\_ day of January, 2015, by mutual agreement of the parties hereto, is authorized by separate Purchase Order issued by the City of Quincy to Fred Wilson & Associates, Inc.

Engineer shall perform the following services: Professional services as described in the Scope of Services for "Power Supply RFP" for the City of Quincy, dated January 9, 2015.


Engineer shall bill the City for project hours only at their current standard hourly billing rates, plus the cost of project-related expenses. Charges shall not exceed \$25,000.00 for Preliminary and RFP Services without the City's prior written authorization.

Work shall commence immediately, and be completed within 90 calendar days from the date of this Task Order.

CITY OF QUINCY

By: \_\_\_\_\_  
Name:  
Title:

ENGINEER

By:   
Name: C. Edward Wisser, PE  
Title: Senior Electrical Engineer

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: January 13, 2015

Date Submitted: January 9, 2015

To: Honorable Mayor and Members  
Of the Commission

From: Mike Wade, Interim City Manager  
Greg Taylor, Recreation Director  
Scott Shirley, City Attorney

Subject: The Restructuring of the Rules, Rentals, and Regulations of  
the Tanyard Creek Amphitheater Packet

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**Issue:**

The Tanyard Creek Amphitheater Rules and Regulations with recent modifications and updates are being submitted for final discussion and approval.

**Background:**

Staff along with the City Attorney held a workshop with the City Commission to review and make needed changes to the Rules and Regulations for Tanyard Creek Amphitheater. The attached draft includes highlighted comments for areas where additional discussion with the Commission is needed. One of the items that need to be determined is the sound levels that will be allowed in the park during events. Included for reference is a recent sound evaluation for a similar venue. After all changes are approved and added to the packet, staff will bring this item back in a resolution for adoption.

**Options:**

- Option 1. Approve the Rules and Regulations for Tanyard Creek Amphitheater with revisions and bring back to the Commission in resolution format for adoption.
  
- Option 2. Do not approve Rules and regulations and schedule a workshop.

**Recommendation:**

Option 1

**Attachments:**

1. Rules and Regulations
2. Rental Agreement
3. Cascades Park Sound Test summary
4. Cascades Park Acoustical Study
5. City of Tallahassee Policy

## TANYARD CREEK PARK AMPHITHEATER



### Rules and Regulations

#### 1. RESERVATION AND RENTAL PROCEDURES:

(a) The Amphitheater welcomes community groups, civic groups, non-profit organizations, private groups, for-profit organizations, promoters and renters use of the Tanyard Creek Park for the promotion of the arts, music, civic, business, social and recreational Activities, while also hosting its own in-house shows and festivals, capable of hosting crowds of up to 8,500. Information regarding rental of the Amphitheater may be obtained by contacting the City of Quincy Parks and Recreation Department at (850) 618-0042 x 8295 during regular business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday.

(b) Amphitheater usage is by permit only.

(c) The use of the Amphitheater is determined on a first come, first served basis and may be reserved up to one (1) year in advance. Reservations are not confirmed until the Agreement is approved by the City and all appropriate fees have been paid.

(d) The Lessee shall designate those individuals who must be on-site during the Activity and who are responsible for assuring compliance with these Rules and Regulations. Failure to comply could result in the forfeiture of the Activity.

(e) The rental fee must be paid in advance as required below. Additional charges may be assessed for property damages The Lessee shall pay all additional charges for damage in excess of the deposit within thirty (30) days of written demand therefore by the City. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights

**Comment [S1]:** General Comment. Everything previously shown as a strike out was removed and formatting was standardized throughout the entire document. Also, where something was shown as added language in parentheses, the new language was added and reworded as appropriate.

**Comment [S2]:** Removed prohibition on political activities.

and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

## 2. RENTAL FEES:

(a) Rental fees are established and revised from time to time by a resolution adopted by the City Commission. The base rental rate covers a full day of usage for each scheduled Activity.

(b) Rental Fees for the Amphitheater shall be determined by the classification of the reserving party. All parties wishing to rent the Amphitheater shall be classified by one of the following:

**Private Activity:** Private events are those that restrict the general public’s access to the amphitheater site, by either physical barriers or by personnel, or Activity that is permitted to erect such barriers, or otherwise restrict the general public, such as weddings, reunions, company picnics, and political events or fundraisers. Other than as relates to political events or fundraisers, this shall be a rental where the public is generally not invited and the Activity is not advertised.

**Comment [S3]:** Added political events and fundraisers to private activities.

**Commercial Activity:** Use by an individual, organization, or company charging admission fees on or off the premises, or the selling of merchandise on the premises where the motivation in holding the Activity is for profit making.

**Professional Promotional Activity:** Professional Promotional Activity is an activity, that in the sole discretion of the City Commission, brings professional level artists, musicians, singers and other talent, who have attained national or regional prominence to the general public or to a portion of the general public and/or where there is a charge for admission, fees on or off the premises, or the selling of merchandise on premises.

**Non-Profit Activity:** A Non-Profit Activity is an activity solely established, operated, and promoted by an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. There shall be no ticket sales, entry fees or for-profit selling of merchandise on the premises.

(c) **Service Personnel Fees (staff costs):** In addition to the base rental fee, all rentals shall require the use of additional Amphitheater staff/service personnel. These fees are based on twenty-five (25) dollars per hour per staff person. The amount of staff and hours needed will vary depending on the type and length of the activity.

**Comment [S4]:** The presence of City staff/service personnel at the facility on an as-needed basis will facilitate compliance with the rules and regulations and help to protect the facility from damage or misuse.

## 3. DEPOSITS:

(a) **Rental Deposit/Rental Fees:** Lessee agrees to pay a rental deposit in an amount equal to fifty (50) percent of the base rental fee, which is to reserve the use of the Amphitheater for

**Comment [S5]:** Clarified the difference between Rental Deposits and Damage Deposits.

the Activity on the specified date(s) and time(s). Said rental deposit is due at the time the Amphitheater is reserved. The Rental Deposit fee shall only be refundable as specifically provided hereunder. Furthermore, Lessee agrees to pay the remaining balance of the base rental fee, as well as all other fees owed, not later than thirty (30) calendar days prior to the scheduled Activity.

(b) **Damage Deposit:** A Damage deposit will be required for all Activities. Lessee agrees to pay this deposit in the amount equal to fifty (50) percent of the base rental fee and it shall be paid not later than thirty (30) calendar days prior to the Activity.

(c) All deposits and/or fees must be paid in cash, credit card, money order, or certified check. (Note: If paying by cash or credit card, fees must be paid at the Customer Service Department. All other payment methods may be paid at the Parks and Recreation Department.)

(d) **Refunds:**

**Comment [S6]:** Relocated provisions regarding refunds into this section.

(1) Refunds of fees and deposits require advance written notice of cancellation not less than thirty (30) days prior to rental date. Advanced payments may be credited to a future date, as long as the schedule permits the Activity to be rescheduled. Cancellation notice of less than thirty (30) days of scheduled Activity will result in forfeiture of all deposits and rental fees. If lessee rents the Amphitheater inside of the thirty (30) day period, lessee understands that any cancellation by lessee will automatically result in fees not being refunded.

(2) Approval of the Agreement will be granted with the understanding the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event that the Amphitheater becomes unavailable due to any condition deemed necessary by the city.

(3) Refunds will not be issued due to rain or any other weather condition. However, if the Activity is cancelled due to weather prior to the scheduled date of the scheduled Activity, the City will work with the Lessee to reschedule the Activity. Notwithstanding the foregoing, the City has the right to terminate an activity due to inclement weather that poses a hazard to guests, performers, staff or amphitheater.

(4) Any unused portion of the damage deposit may be refunded to the Lessee after the Activity. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.

(5) If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all

of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

**4. GENERAL INFORMATION/RULES:**

(a) Confirmed Reservations: No oral agreements for use of the Amphitheater shall be valid. All reservations must be confirmed with the completion of the Agreement and payment of all appropriate fees.

(b) Abusing Policies: The City Commission, City Manager, Parks and Recreation Director and his/her designee, reserve the right to refuse any groups the privilege of using the Amphitheater due to abusing policies of the Amphitheater or City. In addition, any group charged with a second occurrence of abuse may be barred from any future reservations. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

(c) Conduct/Behavior:

(1) The City through its representatives, agents, and employees, reserve the right to control all Activities at the Amphitheater and to eject any person(s) who is\are objectionable and acts contrary to the rules and regulations.

(2) The City through its representatives, agents, and employees, may revoke any permit previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being complied with, or that the safety of the participants in the Activities of the applicant or other patrons of or visitors to the Amphitheater is endangered by the continuation of such Activity.

(3) Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.

(4) Lessee is responsible to see that all Activities are properly controlled; all rules are enforced, and must have a designated person(s) of authority on site at all times.

(5) Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.

(6) Lessee agrees that all performers will conduct themselves with due regard to the public conventions and morals. The entertainer(s) shall not, either while rendering such services to the producer or in his private life, commit an offense involving moral

turpitude under Federal, state or local laws or ordinances. The act shall not do or commit any act or thing that will tend to degrade them in society or bring them into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency.

(d) Lessee's Property: The City shall assume no responsibility for any property placed on or in the Amphitheater or other park facilities and grounds. Furthermore, the City is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Amphitheater, park facilities and grounds.

(e) Weather: It will be the responsibility of the Lessee to make provisions for rain or severe weather. However, the City has the right to terminate an Activity due to inclement weather that could pose a hazard to the guests, performers, staff or the Amphitheater.

(f) Laws and Ordinances: All groups using the Amphitheater shall comply with all laws; Federal, State, County or Local, including all ordinances of the City of Quincy and all rules, regulations and requirements of the Police and Fire Departments. Fire lanes must remain clear at all times. Any group using the Amphitheater shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.

(g) Anti-Discrimination: Discrimination by the Lessee, it's agents or employees, on account of age, race, color, religion, sex or national origin, in the use of or admission to the premises is prohibited.

(h) Defacement of Facility: No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the Amphitheater without special permission from the City representative. Any group using the Amphitheater agrees to leave the premises in as good of condition as it was prior to their usage. It is also understood by all groups bound by the Agreement that all or part of their deposit will be held should Lessee not comply with this policy.

(i) **Amphitheater Hours of Operation:** Due to the location of the facility and the importance of maintaining a positive relationship with our neighbors, all Activities at the Amphitheater may not begin any day until 8:00am, and must end by 10:00pm on Friday and Saturday (Holidays), and 8:00pm Sunday through Thursday.

**Comment [S7]:** These are fairly limited hours of operation, especially during weekdays.

(j) Copyrights/Royalty Fees: Lessee agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Lessee's Activities under the Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Lessee



warrants that all programs, performances, concerts, etc., to be performed under the Agreement involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. Lessee further agrees to indemnify and hold harmless. The City of Quincy, its agents and employees, from any and all claims, fees expenses or costs including legal fees asserted or incurred with regard to such warranty.

(k) **Noise/Sound Ordinance:** Sound levels at the Amphitheater are not to exceed \_\_\_\_\_ dBAs as measured at \_\_\_\_\_. Monitoring of sound levels may be taken periodically throughout the Activity. Should measured sound levels exceed that established above, a City representative has the authority direct that the volume be turned down; failure to comply with such a direction shall be cause for termination of the Activity and forfeiture of deposit and rental fees.

**Comment [S8]:** This has been reworded to adopt a definitive numeric standard, but the exact standard and the location of measurement must be established through policy discussion of the City Commission. For additional technical information see, City of Tallahassee Cascades Park sound test information. A limit of 85dBAs at the property line may be necessary in order for touring acts to perform.

(l) **Containers, Ice-Chests, Outside Food and Drink, Smoking, and Pets:** Except for Private Activities, containers, ice-chests or outside food and drink shall be prohibited from being brought into the Amphitheater. Pets and smoking are prohibited within the Amphitheater.

**Comment [S9]:** Allowed for private activities only.

**Comment [S10]:** Not allowed for any activities in this draft.

(m) Vendors. Each vendor will be required to fill out a vendor contract and will be required to obtain a business license from the City of Quincy Clerk's office.

(n) **Security:** The Amphitheater is an open-air, unsecured, public facility. The City is not responsible for restricting access during Activities. In the event the City determines that security is required, Lessee will agree to employ at their sole expense, City of Quincy off-duty police officers and/or private security approved by City Staff to be present at least (1) hour prior to activity. The City shall direct Lessee to the Police Department to determine the availability of officers. If required, a security plan shall submit to the City not less than thirty (30) days prior to the event.

**Comment [S11]:** Off-duty officers will act as independent contractors.

(o) Vacating and Clean Up:

(1) Vacating property- Lessee must load out and shall vacate the premises no later than 1:00 am on Friday and Saturday (Holidays), and 11:00pm Sunday through Thursday, unless prearranged in writing. Failure to vacate within the designated time shall result in an additional day rental charge.

(2) Personal Property- Lessee must remove all personal property/equipment (i.e. lighting, audio/visual, tables, chairs, tents, etc.). This includes personal property owned by the Lessee, as well as property borrowed or leased.

(3) Trash- Lessee is responsible for the collecting and bagging of all paper, trash, debris resulting from their use of the Amphitheater and understands that if such cleanup is not

completed immediately following the Activity, the City reserves the right to remove all personal property, paper, trash, and debris and to withhold the entirety of the security deposit. A number of trash containers, will be provided by the Parks and Recreation Department and are located throughout the Amphitheater (Who will remove the trash from the City containers?).

(p) **Equipment:** All equipment and decorations used in conjunction with an Activity at the Amphitheater must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand rails, etc. is not allowed. All equipment must be provided by the Lessee.

(q) **Turf Areas:** The Amphitheater features an underground irrigation/sprinkler system to keep the turf in top condition. To protect the underground water lines and sprinkler heads, driving stakes, fence posts, flags, etc. is not allowed. The placement of equipment in lawn areas (i.e. risers, platforms, tables, speakers, lights, chairs, etc.) is not allowed.

(r) **Parking:** Parking is available off of Martin Luther King Blvd in the adjacent Football field and the empty field on the South side of Martin Luther King Blvd (contact the Gadsden County School Board). Permission to park vehicles associated with any activity must be obtained directly from the owners of those parcels where vehicles are to be parked. A parking plan must be approved not later than sixty (60) days prior to the Activity. Parking on the City road rights-of-way shall be prohibited.

**Comment [S12]:** Substantially reworded. It is suggested that City investigate an Interlocal agreement with the school board that allows parking on athletic fields on certain dates and times. Parking plan submitted for approval not later than (60) days prior to event.

(s) **Promotions/Advertising:** Promotions/advertising and announcements shall not be made public prior to approval of the Agreement and payment of the Rental Deposit. Tickets shall not be sold prior to approval of the Agreement and payment of the Rental Deposit. The Lessee and/or promoter shall include an internet link to Amphitheater Rules on all advertisements and promotional materials. Advertisement and promotional materials shall also identify where parking has been approved.

**Comment [S13]:** Last two sentences are new. Requires that promotional materials include an internet link to Amphitheater Rules and that advertising and promotional materials identify where approved parking is located.

(t) **Insurance Requirements:** The Lessee shall procure and maintain, at its sole cost and expense, Comprehensive General Liability insurance in the name of the Lessee fully covering the Activity. The insurance policy must cover, in addition to the general public as invitees, all entertainers and their support staff and any other individual participating in or attending the Activity for which the facility is rented. The General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of Florida will be accepted. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Quincy as an additional insured along with an endorsement page two weeks prior to the Activity. Coverages shall meet the following minimum policy limits:

**Commercial General Liability Policy:**

**Comment [S14]:** Policy limits were increased per City Commission discussion.

- General aggregate of \$2,000,000
- Minimum of \$1,000,000 per occurrence
- Coverage shall be at least as broad as the most current ISO CG form (as of the writing of this from ISO CG 00 0196)
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and accepted by the City.

The following are general requirements, which are applicable to all policies:

- (1) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (2) Claims-made policies will not be accepted.
- (3) The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents, servants, representatives, volunteers, subcontractors and employees.
- (4) Certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City without cost to the City not less than thirty (30) calendar days prior to the scheduled Activity usage.

(u) Lessee's Release and Hold Harmless. In consideration of being permitted to rent the Amphitheater for the Activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the premises by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify and save harmless the City, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage."

**All Amphitheater Rules are subject to the discretion of the City. The City Commission reserves the right to modify or waive any Rules as it deems necessary to protect the public health, safety and welfare.**

Failure to comply with Amphitheater Rules as well as the City's Park rules and regulations may result in the cancellation of the reservation(s), forfeiture of all fee/deposits, and forfeiture of the right to use the Amphitheater in the future. Permits are revocable at any time for violation of rules, ordinances, federal, state, county or local laws.

**EXHIBIT 1**

**Private Activity Pricing**

<b>Amphitheatre</b>	<b>Pricing</b>
<b>Weekdays (Monday-Thursday)</b>	<b>\$500 Deposit: ½ of base rental</b>
<b>Weekends (Fri., Sat., Sun) Holidays</b>	<b>\$700 Deposit: ½ of base rental</b>

**Promotional/Commercial Activity**

<b>Amphitheatre</b>	<b>Pricing</b>
<b>Weekdays (Monday-Thursday)</b>	<b>\$1400 Deposit: ½ of base rental</b>
<b>Weekends (Fri., Sat., Sun.) Holidays</b>	<b>\$1600 Deposit: ½ of base rental</b>

**Professional Promotional Activity**

<b>Amphitheatre</b>	<b>Pricing</b>
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**Comment [S15]:** Special pricing for local performers still to be determined.

<b>Weekdays (Monday-Thursday)</b>	<b>\$8,000 Deposit: ½ of base rental</b>
<b>Weekends (Fri., Sat., Sun.) Holidays</b>	<b>\$10,000 Deposit: ½ of base rental</b>

**Non-Profit Activity**

<b>Amphitheatre</b>	<b>Pricing</b>
<b>Weekdays (Monday-Thursday)</b>	<b>\$500 Deposit: ½ of base rental</b>
<b>Weekends (Fri., Sat., Sun.) Holidays</b>	<b>\$500 Deposit: ½ of base rental</b>

# TANAYARD CREEK PARK AMPHITHEATER RENTAL AGREEMENT



Exhibit A



**THIS PERMIT AND RENTAL AGREEMENT** ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Quincy by and through its authorized representative, herein referred to as (the "City") and \_\_\_\_\_, a (n) (individual) (the "Lessee").

**WITNESSETH:**

**WHEREAS**, the City is the owner and operator of the facility known as "Tanyard Creek Park Amphitheater" herein referred to as ("Amphitheater") located in the City of Quincy FL ; and

**WHEREAS**, The City desires to make available said Amphitheater on a rental basis for non-city sponsored, co-sponsored and sponsored event(s) for the purpose of the promotion of the arts, music, civic, business, social and recreational activities that have socially acceptable value for the enjoyment of the citizens and visitors of the Community, herein referred to as ("Activity/Activities"), and

**NOW THEREFORE**, for and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

**I. LESSEE INFORMATION**

**LESSEE**

**Lessee (Name of Company, Corporation, Organization or Individual):**

\_\_\_\_\_  
\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_**  
**(Fax) \_\_\_\_\_**

Contact Name(s): \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

II. **ACTIVITY INFORMATION**

**Comment [S1]:** Unnecessary information eliminated from this section.

**CLASSIFICATION**

All Activities at the Amphitheater shall be classified as one of the following: Private, Commercial, Professional, and Non-profit. See Classification information as outlined in Rules and Regulations. This Activity will be classified as a \_\_\_\_\_ Activity and for no other purposes without the written consent of the City.

**ACTIVITY**

Activity - Full description and/or name of show, function or activity for which the facility is to be rented, including name of principal performer/activity (use reverse side if additional space is needed).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and location of auditorium(s), facility(s) and/or hall(s) which have previously been leased by applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated number of: Spectators \_\_\_\_\_ Performers (acts) \_\_\_\_\_

**DATES/TIMES**

Day(s) of Activity: \_\_\_\_\_

Dates of Promotions: \_\_\_\_\_

Vendor Set-up Time: \_\_\_\_\_

Traffic Control Set-up Time: \_\_\_\_\_

Gate Time Prep: \_\_\_\_\_ Gates Open Time: \_\_\_\_\_

**ACTIVITY DETAILS**

Admission Fee Yes \_\_\_\_ No \_\_\_\_

Alcohol Sales (licensed vendor only) Yes \_\_\_\_ No \_\_\_\_

Alcohol Permitted (Private Activities Only) Yes \_\_\_\_ No \_\_\_\_

Donations Collected Yes \_\_\_\_ No \_\_\_\_

Food/Soda Sales Yes \_\_\_\_ No \_\_\_\_

Food/Soda Permitted (Private Activities Only) Yes \_\_\_\_ No \_\_\_\_

Gated Event Yes \_\_\_\_ No \_\_\_\_

Live Music Yes \_\_\_\_ No \_\_\_\_

DJ Yes \_\_\_\_ No \_\_\_\_

Public Address Yes \_\_\_\_ No \_\_\_\_

Merchandise Sales Yes \_\_\_\_ No \_\_\_\_

Ticket Sales/Takers Yes \_\_\_\_ No \_\_\_\_

Security Required Yes \_\_\_\_ No \_\_\_\_

Volunteers Yes \_\_\_\_ No \_\_\_\_

**Comment [S2]:** Need to discuss whether the City wishes to allow patrons of private activities to bring alcohol into the facility.

If having merchandise sales, what type of items do you plan to sell?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note \_\_\_\_\_

**Comment [S3]:** Ticket sales info removed – Charging flat rate.



**EQUIPMENT DETAILS** (Lessee Responsible for all Equipment)

Audio	Yes _____	No _____
Video System	Yes _____	No _____
Generators	Yes _____	No _____
Grills/BBQ	Yes _____	No _____
Lighting	Yes _____	No _____
Display Screens	Yes _____	No _____
Visual-Banners	Yes _____	No _____
Tents	Yes _____	No _____
Tables	Yes _____	No _____
Chairs	Yes _____	No _____
Trash Receptacles (In addition to City)	Yes _____	No _____

**Comment [S4]:** Is there any area where these can be used?

**Comment [S5]:** Is there any area where these can be used?

**PROMOTION/ADVERTISING DETAILS**

Describe how activity will be promoted:

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---

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**Comment [S6]:** Deleted unnecessary language. Simple description should suffice.

**III. LEASE OF AMPHITHEATER**

The City hereby leases to the Lessee and the Lessee hereby leases from the City, said Amphitheater for Activity and according to the terms and conditions specified. The City leases the Amphitheater to the Lessee only for the above stated/described Activity, and occupancy of the Amphitheater for any other purpose is strictly prohibited.

**Comment [S7]:** Deleted unnecessary language in this section.

**FEES AND DEPOSITS.** Lessee hereby submits to the City and the City hereby acknowledges receipt of the following:

1. Lessee has paid the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_) which Lessee agrees constitutes as a non-refundable rental deposit at the time of reservation for the rental of the Amphitheater for the above-stated purpose on the date(s) and time(s) indicated.

2. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which Lessee agrees constitutes as a non-refundable fee not later than thirty (30) calendar days before the Activity date for the remaining balance owed for the rental and use of the Amphitheater for the above-stated purpose on the date(s) and time(s) indicated.
3. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Lessee agrees constitutes as a damage deposit for the Activity on the date(s) and time(s) specified above. The damage deposit will ordinarily be refunded to the Lessee within (30) thirty days following conclusion of the Activity, provided the Lessee has satisfied all requirements set forth in the terms and specified. However, the damage deposit may be held for longer than thirty (30) days, at the discretion of the City, if necessary to determine the full extent of damages and make required repairs.
4. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) directly to The City of Quincy off duty police officers for security (and to The City of Quincy off duty employees for assistance) ~~at the conclusion of the Activity.~~ (before the activity begins.)

**Comment [S8]:** If off-duty officers are acting as independent contractors then delete this paragraph.

**PERMITS AND NOTICES.** All permits and notices to the City regarding the Agreement shall be directed to: **CITY OF QUINCY, RECREATION DEPARTMENT, (850) 618-0042.** The Lessee hereby designates as contact person having the authority to make all decisions on behalf of Lessee regarding this Agreement the following individual (if different than Lessee):

NAME: \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_  
 CELL \_\_\_\_\_ E-MAIL \_\_\_\_\_

**COMPLIANCE WITH LAWS AND FACILITY RULES.** The Lessee and Lessee's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Amphitheater. Additionally, Lessee acknowledges receipt of the Amphitheater Rental Rates, Rules and Regulations attached as Exhibit "A," which are incorporated herein by reference. The Lessee shall reimburse the City for all damage to the Amphitheater and property arising from the Activity caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear excepted.

**CANCELLATION/REFUND POLICY.** See Exhibit A for details pertaining to cancellation and refund policy.

**LESSEE'S RELEASE AND HOLD HARMLESS.** In consideration of being permitted to rent the Amphitheater for the Activity, the Lessee agrees as follows:

**“No liability either express or implied, will be incurred by the City of Quincy, its agents, servants, contractors, and employees, arising out of the use of the Amphitheater by Lessee, its agents, servants, employees, contractors, assigns, successors, invitees and licensees, during the date and time specified above. Lessee agrees to indemnify and save harmless the City of Quincy, its agents, servants, contractors, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants, contractors, or employees, including any and all expense, legal or otherwise (including reasonable attorney’s fees and costs), which may be incurred by the City of Quincy or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City of Quincy or its agents, servants or employees contributed to such injury or damage.”**

**INSURANCE.** Lessee will be required to procure and maintain, at its sole cost and expense for the duration of the Activity, Comprehensive General Liability insurance in the name of the Lessee. This insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Activity for which the Amphitheater is rented. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Quincy as an additional insured two weeks prior to the Activity. See Exhibit “A” for full requirements.

**PARKING PLAN.** Lessee agrees to submit a parking plan for approval to the Parks and Recreation Department not later than sixty (60) calendar days prior to the Activity. Off-site parking shall require property owner approval. Parking on the City road rights-of-way is prohibited unless specially authorized by the City Commission.

**LESSEE’S REPRESENTATIONS.** If a corporation/partnership, the Lessee represents and warrants to the City that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.

**MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Florida. Venue for any legal actions arising out of this agreement shall be in Gadsden County, Florida.

In Witness whereof the parties have executed this Agreement as of the date first above written.

As the Lessee of the Amphitheater and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Quincy and Quincy Parks and Recreation Department in the regard to the rental and or use of the Amphitheater and I agree to the above indemnification.

This agreement shall not be executed until rental deposit is received.

**Lessee:**

**City of Quincy:**

BY: \_\_\_\_\_

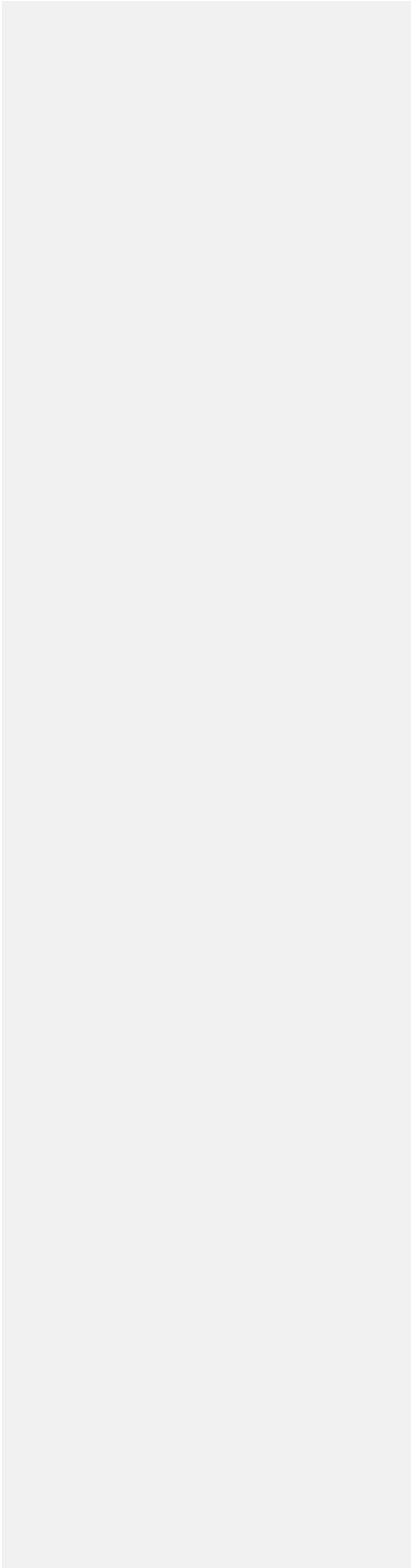
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Cascades Park Sound Test Summary**  
**September 8, 2013**  
**4 pm to 8 pm**

**Purpose**

To test the sound levels from two different sound systems: The permanently installed "house" system for non-ticketed events, and a full concert or "touring" array system that would satisfy the sound level requirements of anticipated acts that would be considered for the Park's ticketed events.

For the House system, determine what volume level inside the Park that would satisfy the non-ticketed events that the Park might host. These events might range from a few dozen people attending and listening to a speaker, to a DJ or a small live band, or the possibility of several thousand people for events such as the Tallahassee Symphony or Shakespeare in the Park.

For the touring system, determine what volume level inside the Park that would satisfy an audience of approximately 4,000 ticket buyers, and comply with the requirements of the artist's production.

Once the two appropriate sound levels are determined inside the Park, then monitor the perimeters of the Park facing South, towards Myers Park and Woodland Drives Neighborhoods (along Seaboard Coast Line Railroad Fence), and various locations throughout the Neighborhoods.

The noise ordinance currently being considered by the City is proposing a maximum of 85 dBAs at the property's perimeter of any source in line with the complaining property. The scope was to determine if the Park could operate the non-ticketed events with the house system and the ticketed events with the touring system within those restrictions and if so, what are the corresponding sound levels within the neighborhood.

**House System**

The sound test indicates that the house system, projecting various types of sounds, can meet the needs of the audience and still limit sound levels at or under the 85 dBAs at the Park perimeter. In fact, the sound test indicated that the house system can produce a live band at 89 dBAs at the mix position and yielded a maximum perimeter reading of 73 dBAs, which is well within the proposed City noise ordinance for special entertainment districts.

The house system test indicates that the sound levels required to conduct non-ticketed events will result in no more than 71 dBAs leaving the Park at the perimeters when averaged.

Attachment 1 includes all test meter locations utilized throughout the testing period. Table 1 indicates the sound levels leaving the Park at various measurements. When the sound levels are at their highest (71 dBAs) at the Park perimeter the average sound levels within the neighborhood are 54 dBAs utilizing the four sound meters located closest to the Park (Zone 1).

Zone 1 included four test locations generally located along East Van Buren Street where residential structures are located closest to Park.

**Table 1. House System Review**

Sound Type	Mix	Perimeter Average	Residential Average	Ambient Average
Track	87	70	54	51
Acoustic Live	83	65	52	51
Band Live	89	71	54	51
Spoken Word	83	67	52	51

**Test at Maximum Sound Levels**

Sound Type	Mix	Perimeter	Residential	Ambient
Track, 1C	98	80	60	51

Notes:

1. All sound levels are in dBA
2. On the Acoustics By Design Report to Genesis Group on Jan 10, 2013 two locations, one on Oakland and the other along Myers Park Drive recorded ambient dBA of 62 at 8pm

It is important to note that the 54 dBA average is 3 dBAs over the average ambient noise levels (51dBAs) within Zone 1 during the same time period of the test. As provided in the previous sound study by Acoustics by Design, an increase of 3 dBAs above the ambient sound level is termed “just perceptible” by all acoustic measurements, and therefore should not create noise issues within the neighborhood.

A test was also conducted with the house system that elevated the sound levels at the mixing booth up to 98 dBAs. This sound level (98 dBAs) is the maximum output possible for the house system. Even at the maximum output, the average sound levels at the Park perimeter were 80 dBAs and an average of 60 dBAs within Zone 1 in the neighborhood. The Acoustics by Design report completed on January 10, 2013 shows an 8pm reading at two locations in the Meyers Park Neighborhood of 62 dBA hourly L10. These readings were done at their monitoring locations 4 and 5, one on Oakland St and the other on Meyers Park Drive above the tennis courts. A map indicating the Acoustics by Design monitoring locations is included as Attachment #2.

**Touring System**

Based on observation during the test the volume level necessary to accommodate touring acts requirements and their audiences, would require a dBA level of 95dBAs at the mix position. Utilizing the sound levels generated by the September 8 test, sound levels of 85 dBAs at all test points at the Park perimeter were not achieved. However, when averaged, the Park perimeter sound level was 84 dBAs (see Table 2).

### **Atmospheric Conditions**

During the testing, atmospheric conditions were within the range of those specified in ANSI S12.9 *Quantities and Procedures for Description and Measurement of Environmental Sound* and S12.18 *Outdoor Measurement of Sound Pressure Level* for environmental noise measurements. The environmental conditions were as follows as shown in Table 1.

**Table 1: Environmental conditions during testing**

	<b>August 24</b>	<b>August 25</b>
Temperature	75 to 90 °F	71 to 88 °F
Wind speed	calm to 9 mph	calm to 10 mph
Humidity (avg)	71%	67%
Precipitation	0 in	0 in

\*\*Environmental data provided by [www.wunderground.com](http://www.wunderground.com)\*\*

### **Sound Level Basics**

When dealing with sound, there is the physical quantity which is expressed as sound level and the perceived level which is expressed as loudness. Sound level is measured in units called decibels (abbreviated dB). Decibels are power ratios and are logarithmic quantities. Audible sound occurs over a wide frequency range, from approximately 20 Hertz (Hz) to 20,000 Hz. Human hearing does not respond equally to sounds at different frequencies (or pitch). Lower frequency sounds that are equally as “loud” have a much higher decibel level than high frequency sounds. To accommodate this variation in frequency sensitivity of human hearing, a frequency weighting can be applied to sound level measurements. When the weighting is applied, the resulting sound level measurements are said to be “A-weighted” and the decibel level is abbreviated dBA.


When the sound energy doubles, the decibel value increases by 3 dB. Human hearing is also logarithmic and when the perceived loudness of a sound is “doubled”, the corresponding sound level increases by approximately 10 dBA. In fact, a qualified listener cannot detect a change in sound level of 1 dBA. The average listener starts to detect a change in level at 3 dBA, and a clearly noticeable change occurs at 5 dBA, as summarized below:

<b>Change in Noise Levels</b>	<b>Perception</b>
1 dBA change	“Not Perceptible”
3 dBA change	“Just Perceptible”
5 dBA change	“Clearly Noticeable”
10 dBA change	“Twice as Loud”
20 dBA change	“Four Times as Loud”
30 dBA change	“Eight Times as Loud”



The following table lists some commonly encountered noises, their A-weighted level, and associated subjective evaluations:

**Table 2: Noise Source Comparison**

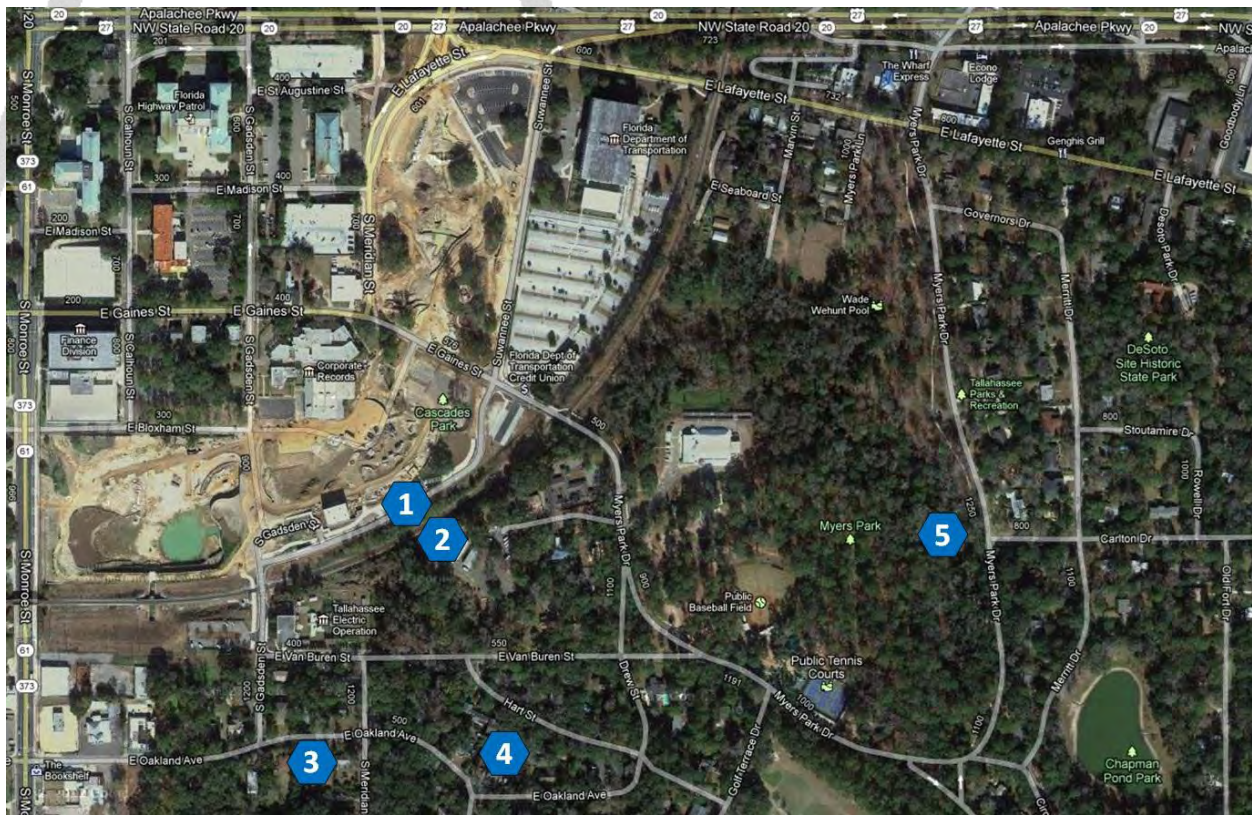
<b>Pain Threshold</b>	<b>140 dBA</b>		<b>Jet Engine (at 60 ft)</b>
	<b>130 dBA</b>		<b>"Hard Rock" Band (near stage)</b>
	<b>120 dBA</b>		<b>Thunder (nearby)</b>
<b>Long-term Hearing Loss</b>	<b>100 dBA</b>		<b>Auto Horn (at 9 ft)</b>
	<b>90 dBA</b>		<b>OSHA 8 Hour Noise Exposure Limit</b>
	<b>80 dBA</b>		<b>Street Corner in Busy City</b>
	<b>70 dBA</b>		<b>Busy Freeway (25 ft to 100 ft)</b>
<b>Typical Daily Exposure</b>	<b>60 dBA</b>		<b>Typical Office Environment</b>
	<b>50 dBA</b>		<b>Average Residence</b>
	<b>40 dBA</b>		<b>Whisper</b>
	<b>30 dBA</b>		<b>Human Breathing</b>
<b>Very Quiet</b>	<b>20 dBA</b>		
	<b>10 dBA</b>		
<b>Threshold of Hearing</b>	<b>0 dBA</b>		

While the decibel or A-weighted decibel are the basic units used for noise measurement, other indices are also used. One index known as the equivalent sound level, abbreviated as  $L_{eq}$ , is commonly used to indicate the average sound level over a period of time.  $L_{eq}$  represents the steady level of sound which would contain the same amount of sound energy as does the actual time varying sound level. Although it is an average, it is strongly influenced by the loudest events occurring during the time period because these loudest events contain most of the sound energy.

Another index commonly used is the  $L_{10}$ . This is the sound level in dBA that is exceeded 10 percent of the time. For example, over a 60 minute measurement period if the sound level is 88 dBA for 54 minutes during the hour and 90 dBA for 6 minutes, the  $L_{10}$  during that time period would be 90 dBA.

### **Site Background Noise Measurements**

Long term community noise measurements were taken over a 24 hour period starting at 03:00 PM on August 24, 2012, and ending at 3:00 PM on August 25, 2012. Five measurement locations were selected along the south and west property lines near Cascades Park. The locations are indicated on the aerial photograph in Figure 1 below. In addition, short term spot measurements were taken between 12:00 AM and 1:00 AM on August 25, 2012, at the locations indicated in Figure 2.

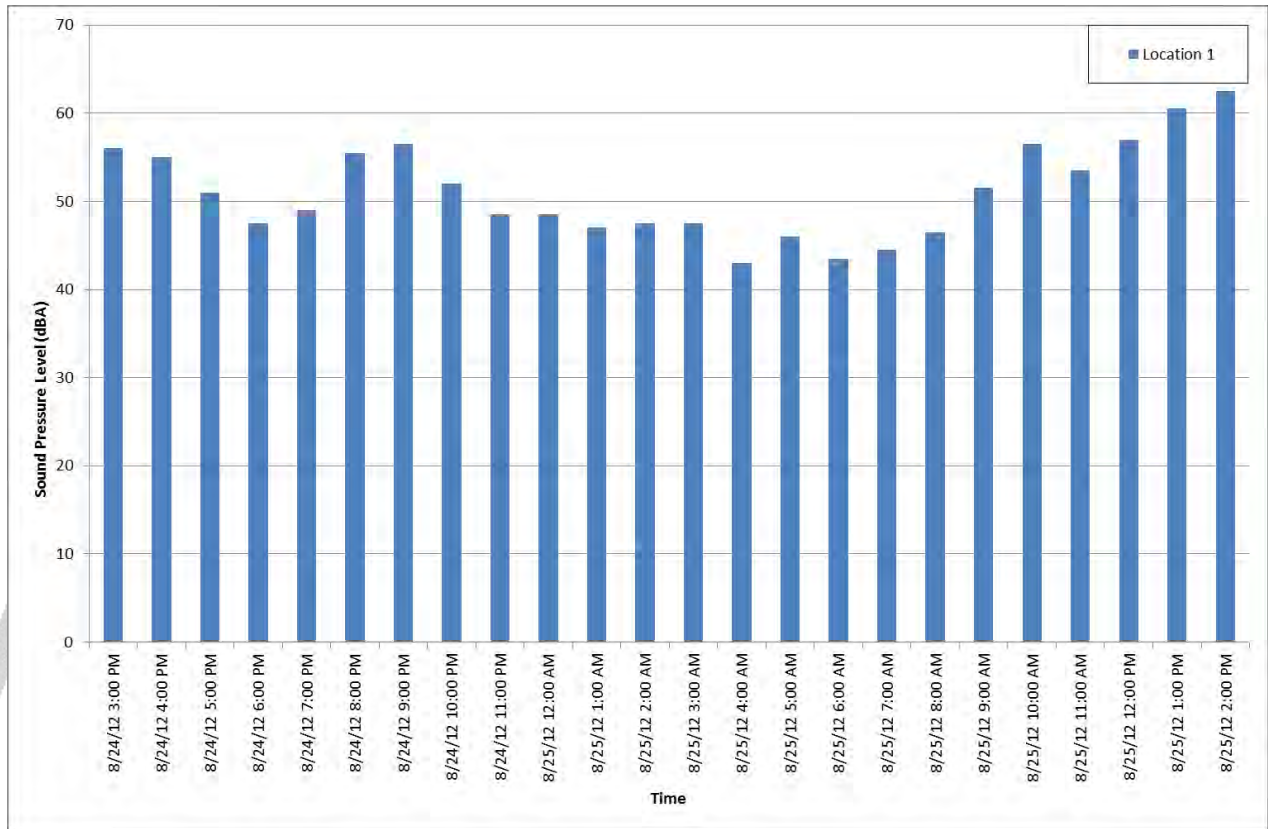


**Figure 1: Approximate Long Term Measurement Locations**

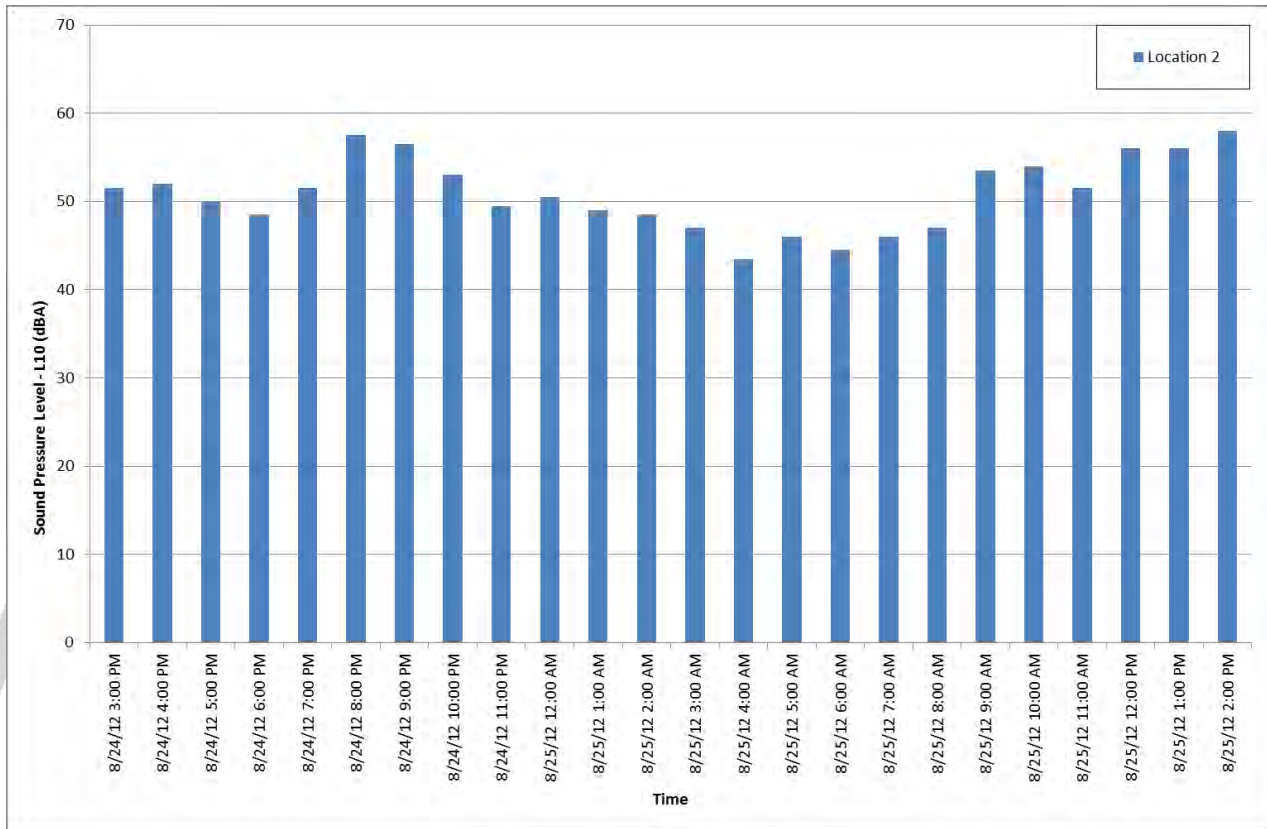


**Figure 2: Approximate Short Term Measurement Locations**

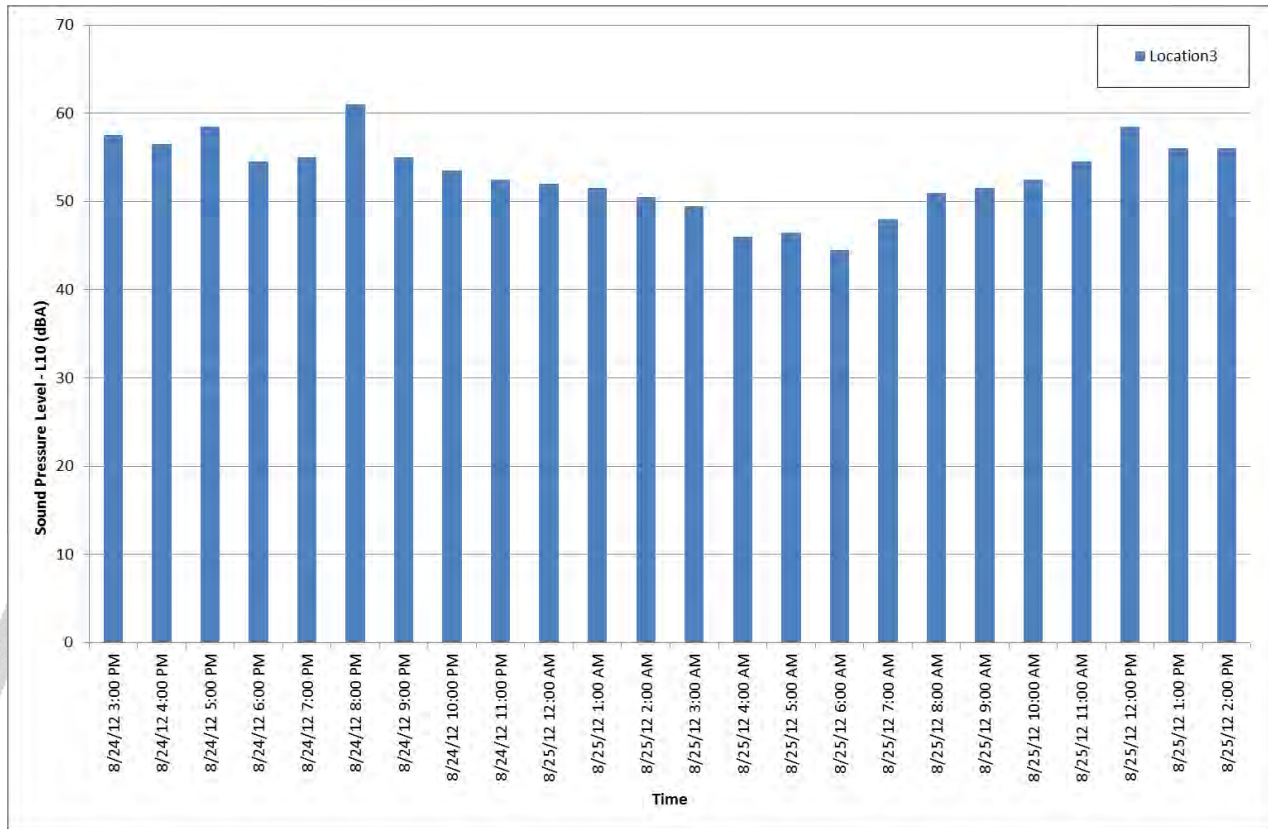
We measured the A-weighted equivalent sound levels (units are dBA) of the ambient sound at each location. The  $L_{eq}$  was taken over a one second time interval for a total of 24 hours. The hourly  $L_{10}$  was then calculated from the one second data. The  $L_{10}$  represents the sound level exceeded 10 percent of the time. The results of the measurements are shown at Locations 1 through 5 in Figures 3 through 7 respectively.



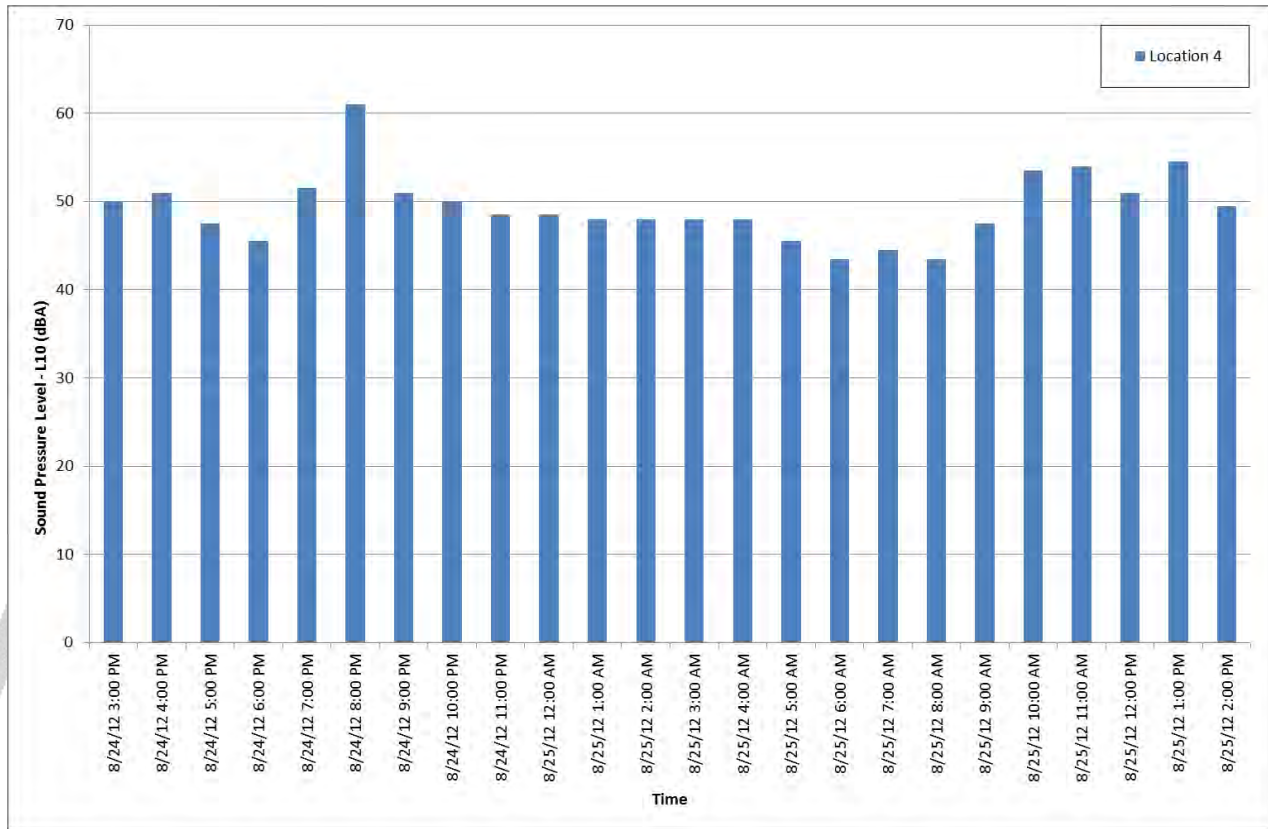
**Figure 3: Hourly L<sub>10</sub> Sound Pressure Levels - Location 1**



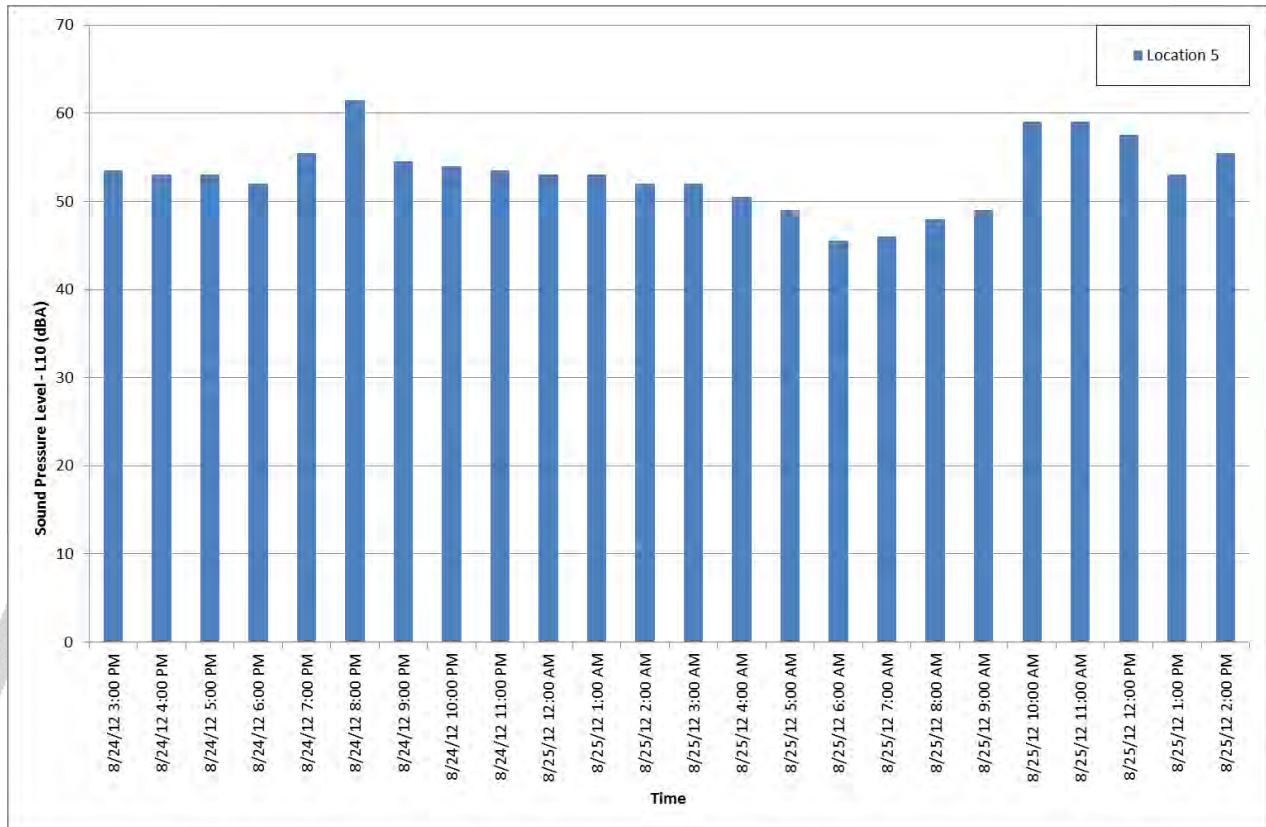
**Figure 4: Hourly L<sub>10</sub> Sound Pressure Levels - Location 2**



**Figure 5: Hourly L<sub>10</sub> Sound Pressure Levels - Location 3**



**Figure 6: Hourly L<sub>10</sub> Sound Pressure Levels - Location 4**



**Figure 7: Hourly L<sub>10</sub> Sound Pressure Levels - Location 5**

We have also separated out the noise levels during daytime (7 am to 10 pm) and nighttime hours (10 pm to 7 am). The results of the time averaged L<sub>eq</sub> sound levels are indicated in Table 3. The higher maximum hourly levels at Location 1 and 2 are due to train noise. In addition, the short term measurement results are indicated in Table 4 for comparison along with the octave band sound levels in Figure 8. The increase in sound level at the 8000 Hz octave band is likely due to insect noise in the area.

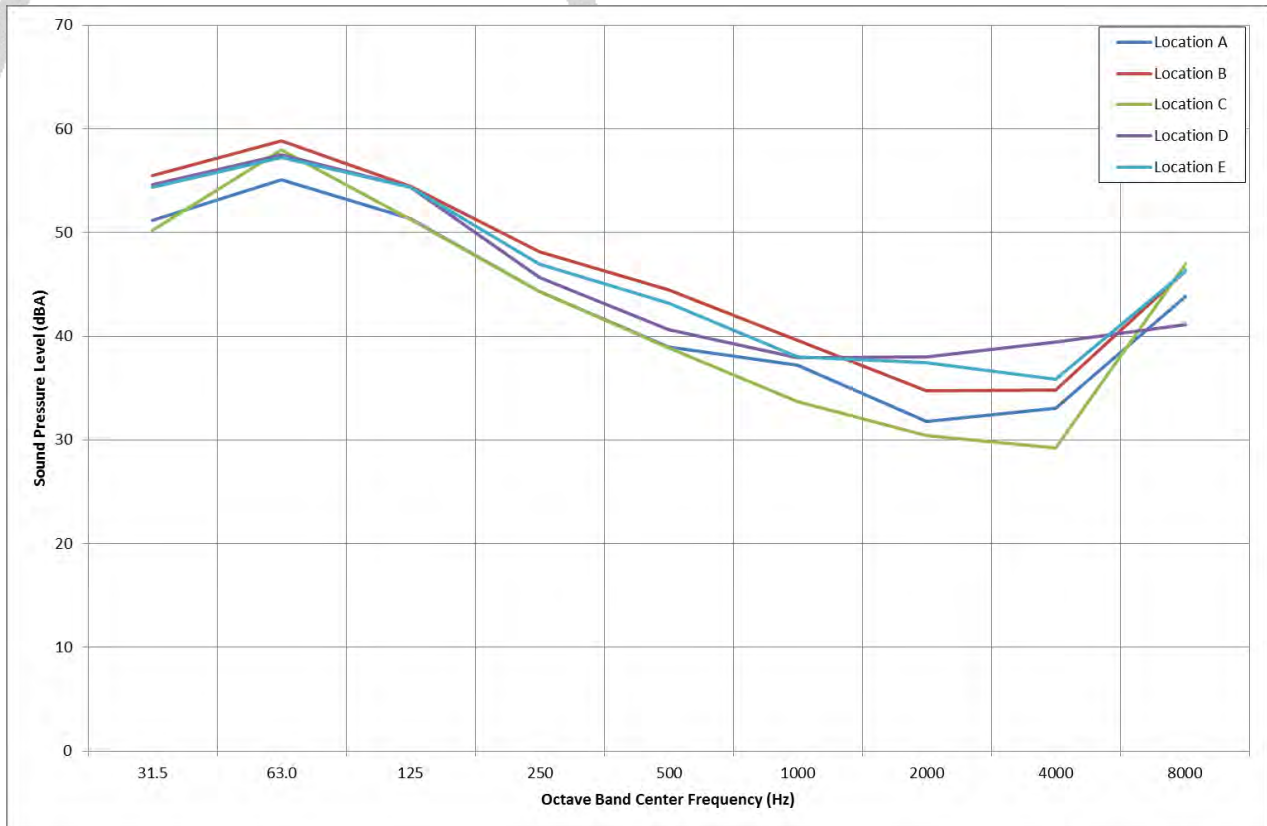


**Table 3: Measured Existing Daytime and Nighttime Sound Levels –  $L_{eq}$  (dBA)**

<b>Location</b>	<b>Daytime (7 am to 10 pm)</b>	<b>Nighttime (10 pm to 7 am)</b>
1	Hourly Minimum– 43 dBA Average – 57 dBA Hourly Maximum – 77 dBA	Hourly Minimum – 43 dBA Average - 52 dBA Hourly Maximum– 77 dBA
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5	Hourly Minimum – 46 dBA Average - 51 dBA Hourly Maximum – 57 dBA	Hourly Minimum– 45 dBA Average - 51 dBA Hourly Maximum – 54 dBA

**Table 4: Measured Nighttime Sound Levels – 1 minute  $L_{eq}$  (dBA)**

Location	Nighttime (1 min $L_{eq}$ )
A	46 dBA
B	49 dBA
C	48 dBA
D	47 dBA
E	49 dBA

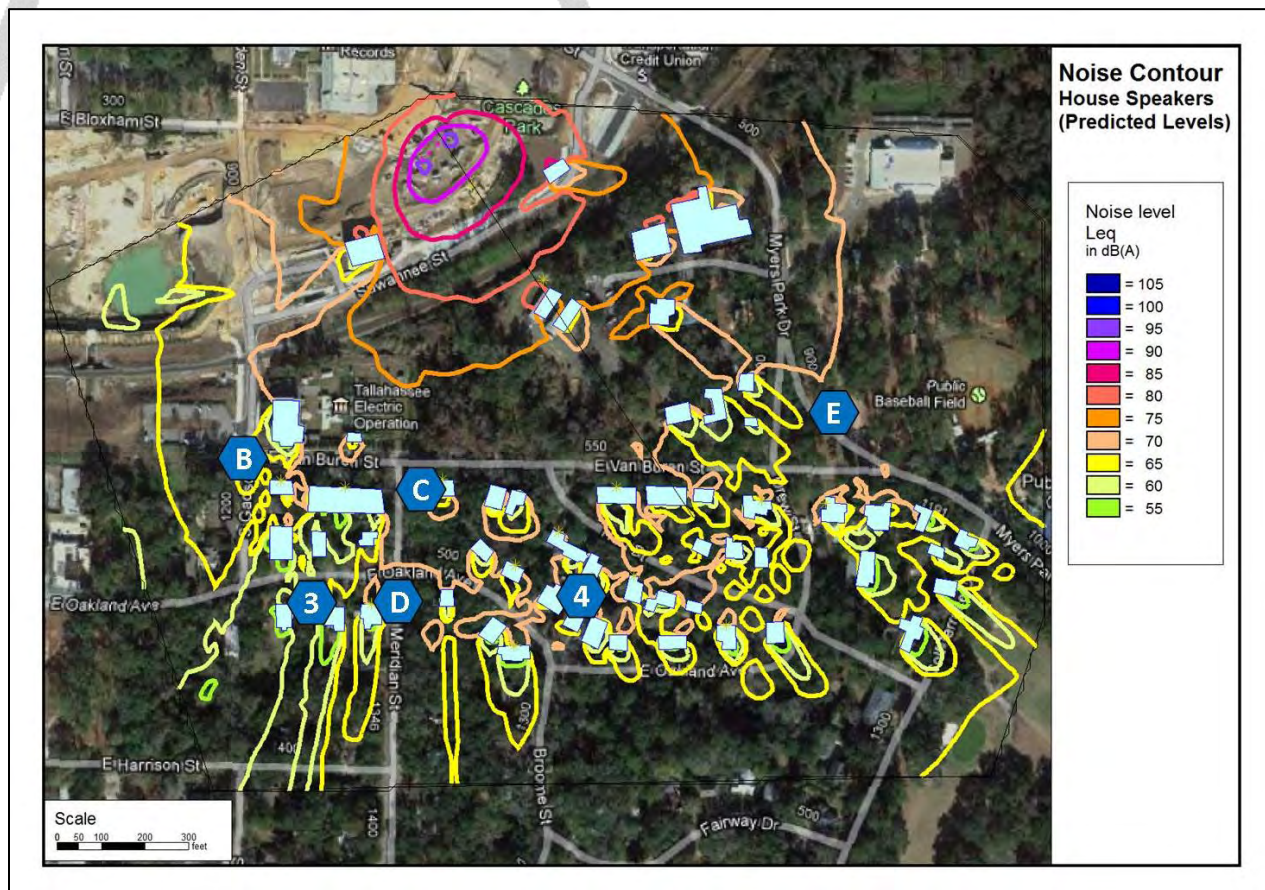


**Figure 8: Measured Octave Band Sound Levels – 1 minute  $L_{eq}$  (dBA)**

### **Acoustical Modeling and Noise Prediction**

SoundPLAN software by Braunstein + Berndt GmbH was used for all noise prediction and analysis. The models created in this software take into account the local environmental conditions, terrain conditions, building elements, and other acoustical factors. We modeled noise levels at Locations B, C, D, E, 3 and 4 to predict the  $L_{eq}$  (Equivalent Sound Level) for direct comparison to the measured daytime and nighttime sound levels shown above in Tables 3 & 4.

For the “Base Analysis Condition 1”, the SoundPLAN modeling included the Amphitheater seating area as indicated in drawing C08.02 provided to us by Genesis Group, the surrounding community ground elevations and buildings, and the house speaker system as the sound source. For the “Base Analysis Condition 2”, the modeling included the touring speaker system as the sound source instead of the house speaker system. We assumed the sound level at the mix location with the touring speaker system would be approximately 105 dBA. Figures 9 and 10 show the predicted noise contours to the south and east of the Amphitheater for Conditions 1 and 2 respectively.



**Figure 9: SoundPLAN Output Noise Contour for “Base Analysis Condition 1”**



### **Atmospheric Conditions**

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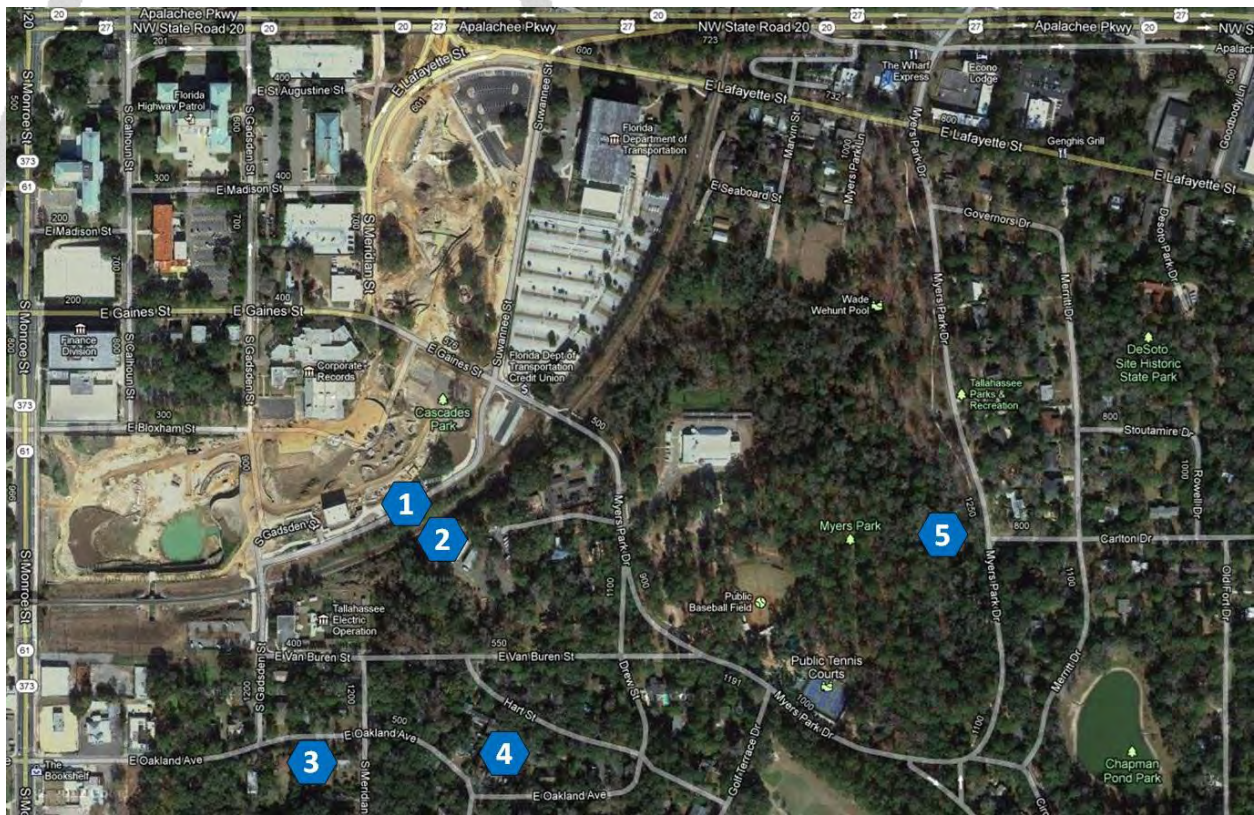
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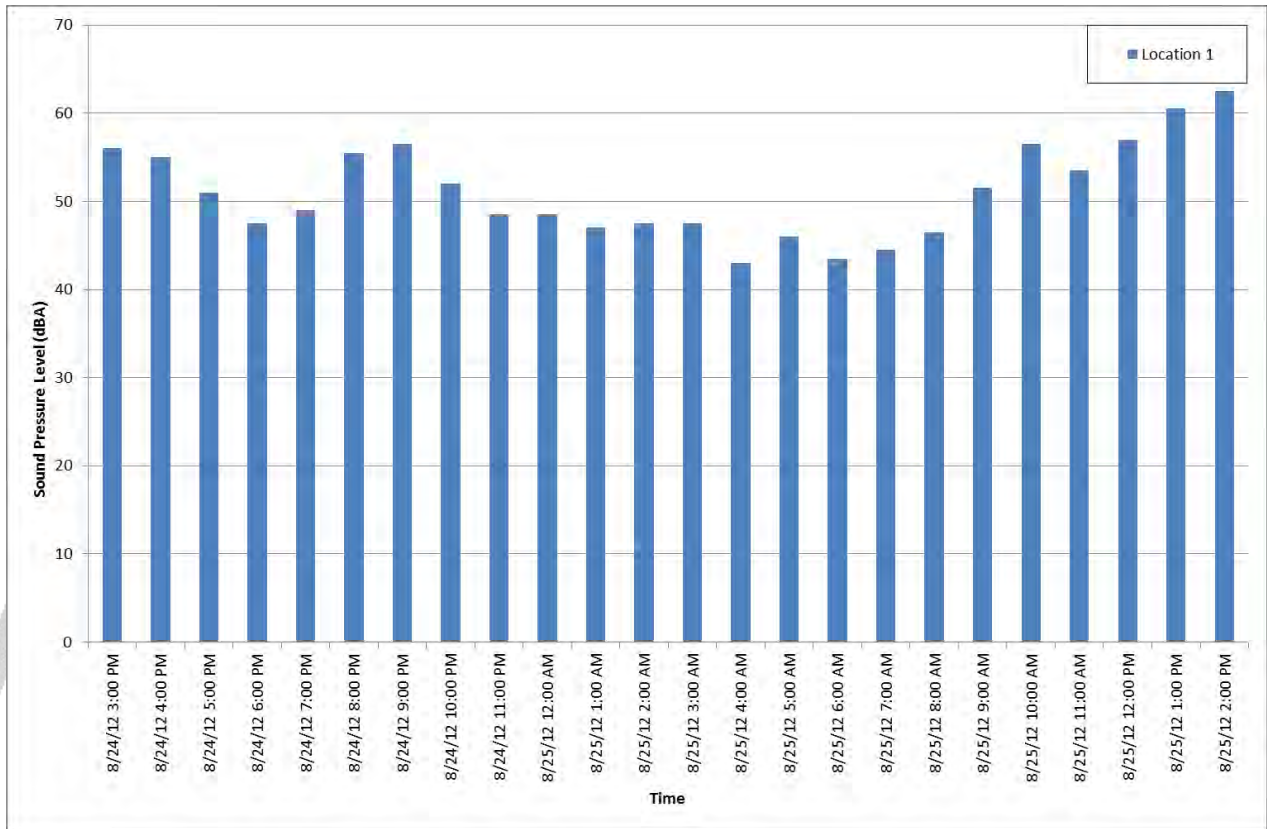
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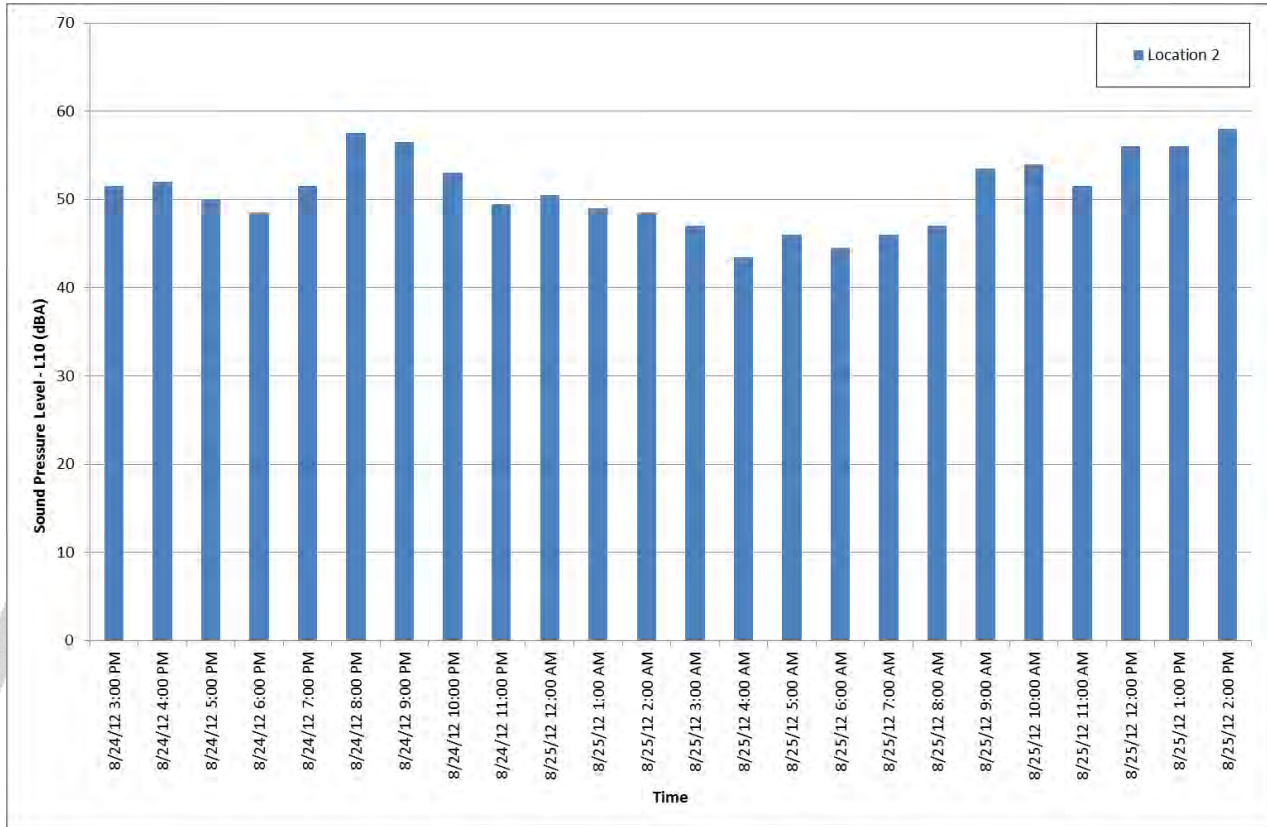


**Figure 2: Approximate Short Term Measurement Locations**

We measured the A-weighted equivalent sound levels (units are dBA) of the ambient sound at each location. The  $L_{eq}$  was taken over a one second time interval for a total of 24 hours. The hourly  $L_{10}$  was then calculated from the one second data. The  $L_{10}$  represents the sound level exceeded 10 percent of the time. The results of the measurements are shown at Locations 1 through 5 in Figures 3 through 7 respectively.



**Figure 3: Hourly  $L_{10}$  Sound Pressure Levels - Location 1**



**Figure 4: Hourly L<sub>10</sub> Sound Pressure Levels - Location 2**

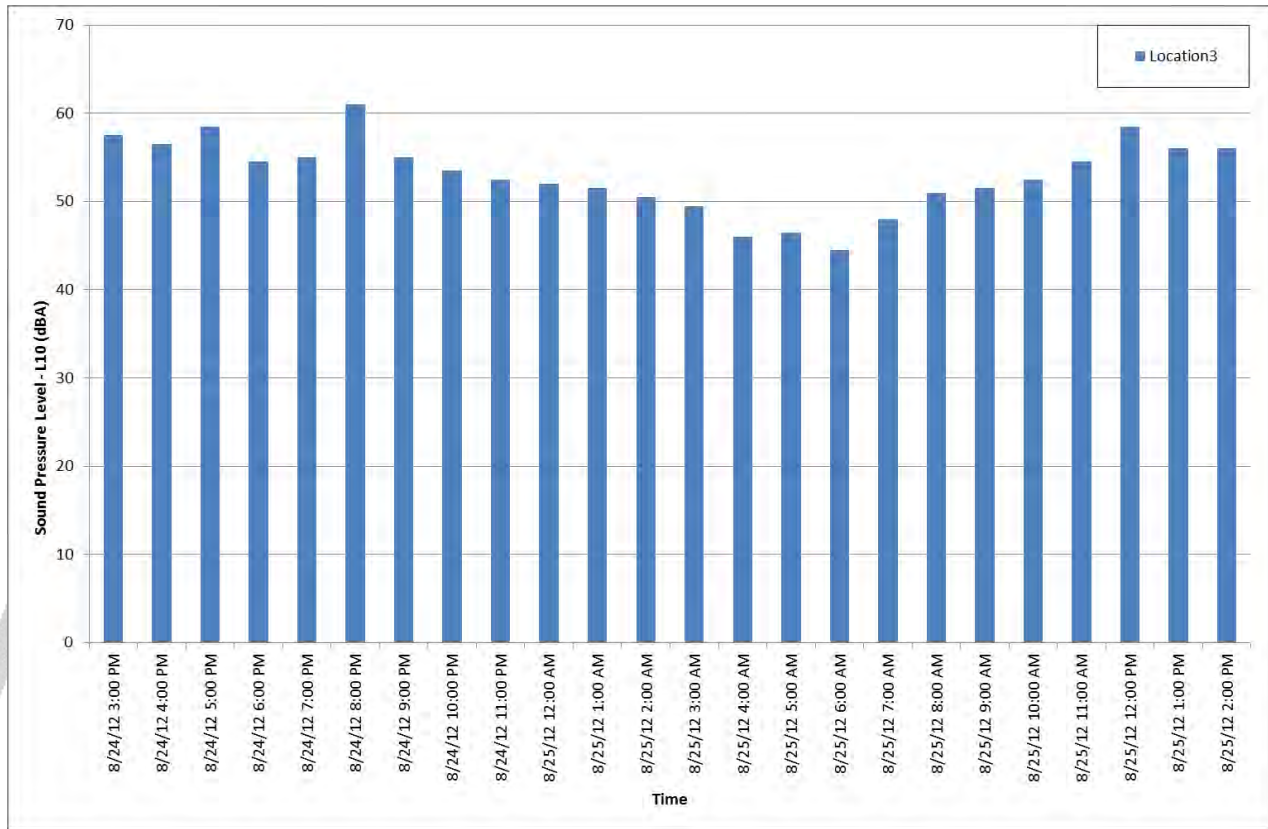
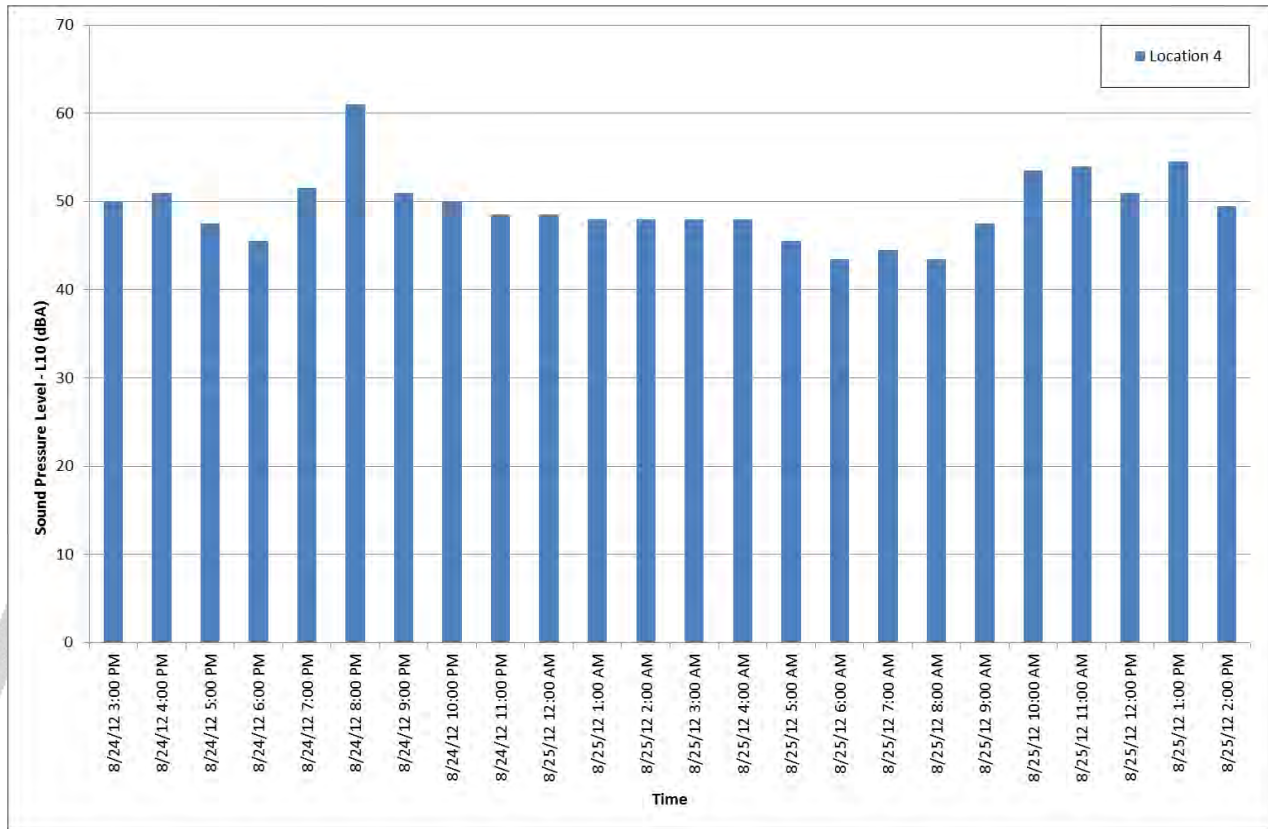
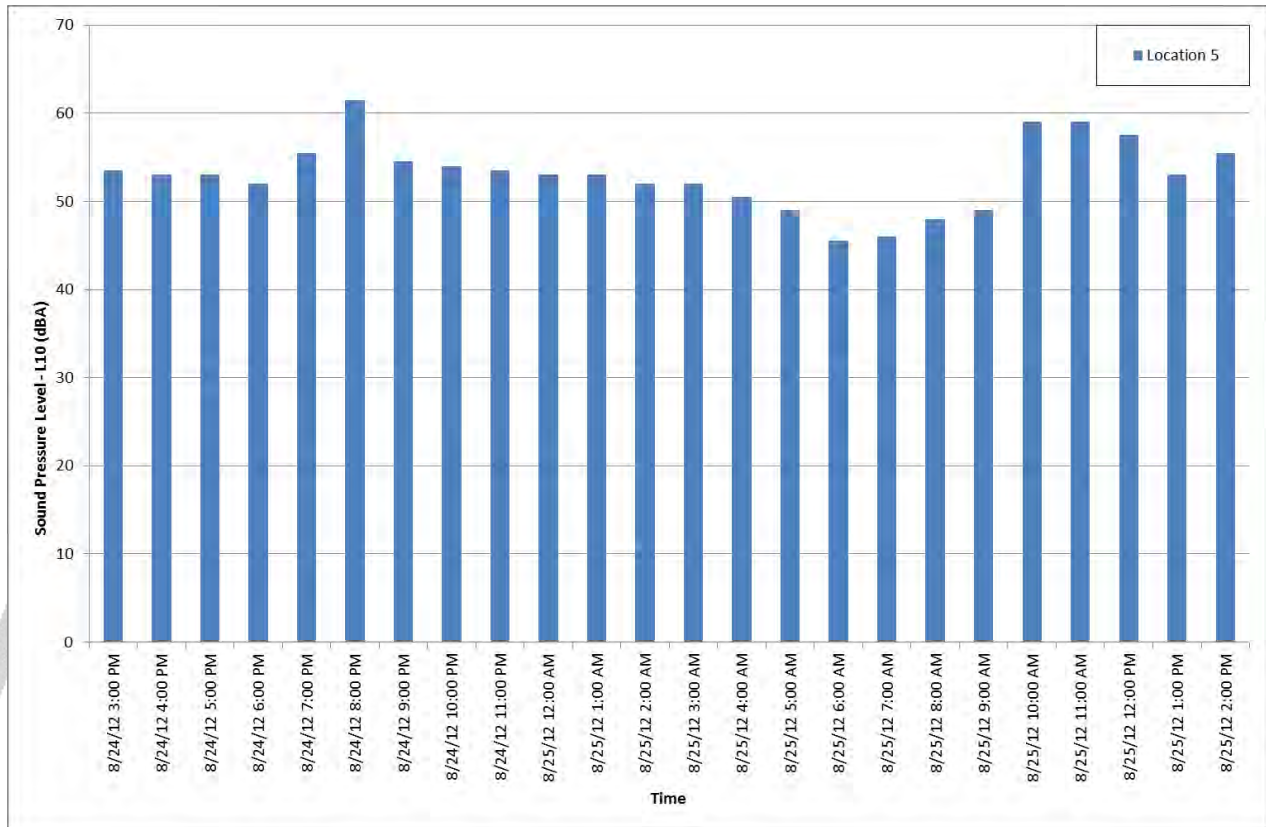


Figure 5: Hourly L<sub>10</sub> Sound Pressure Levels - Location 3



**Figure 6: Hourly L<sub>10</sub> Sound Pressure Levels - Location 4**



**Figure 7: Hourly L<sub>10</sub> Sound Pressure Levels - Location 5**

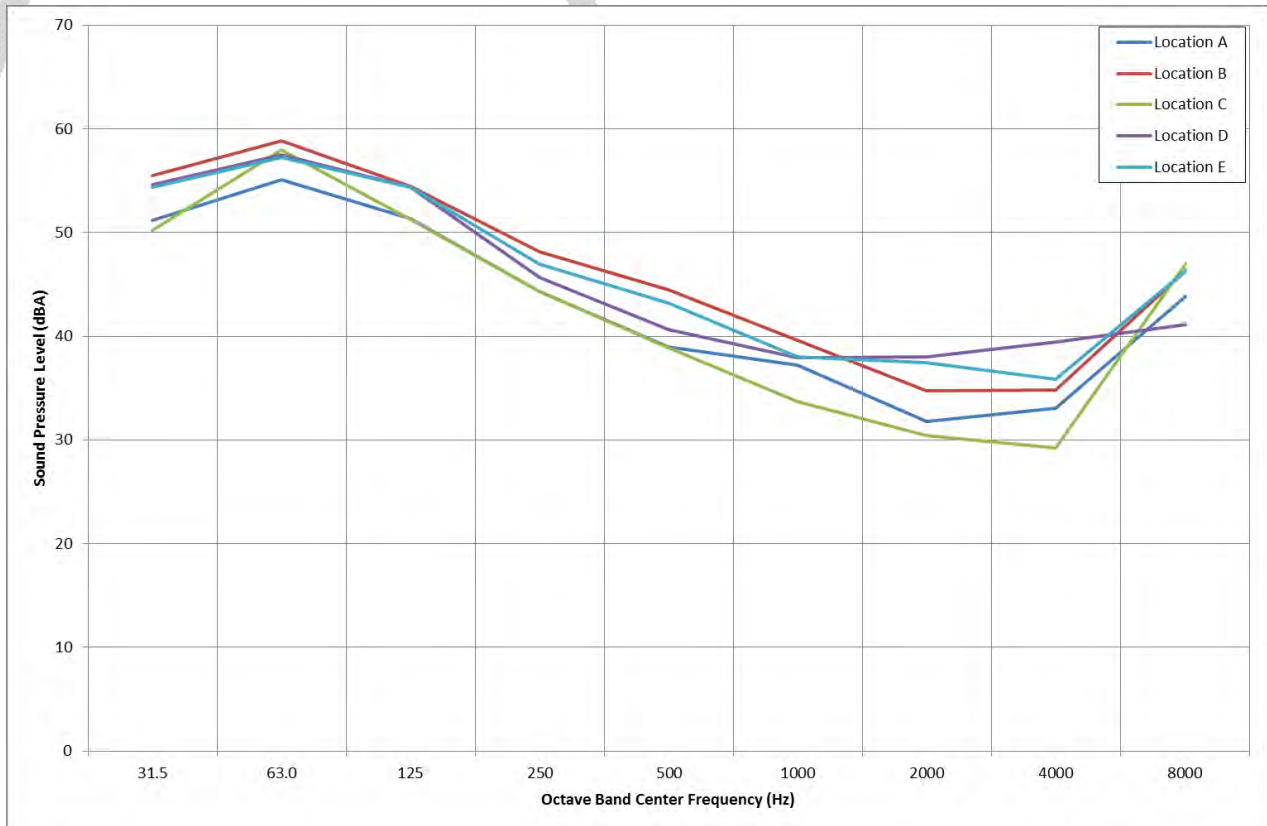
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**Table 3: Measured Existing Daytime and Nighttime Sound Levels –  $L_{eq}$  (dBA)**

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3	Hourly Minimum $L_{eq}$ – 47 dBA Average – 54 dBA Hourly Maximum – 59 dBA	Hourly Minimum – 43 dBA Average - 51 dBA Hourly Maximum – 56 dBA
4	Hourly Minimum – 42 dBA Average - 49 dBA Hourly Maximum – 57 dBA	Hourly Minimum – 43 dBA Average - 50 dBA Hourly Maximum – 67 dBA
5	Hourly Minimum – 46 dBA Average - 51 dBA Hourly Maximum – 57 dBA	Hourly Minimum– 45 dBA Average - 51 dBA Hourly Maximum – 54 dBA

**Table 4: Measured Nighttime Sound Levels – 1 minute  $L_{eq}$  (dBA)**

Location	Nighttime (1 min $L_{eq}$ )
A	46 dBA
B	49 dBA
C	48 dBA
D	47 dBA
E	49 dBA



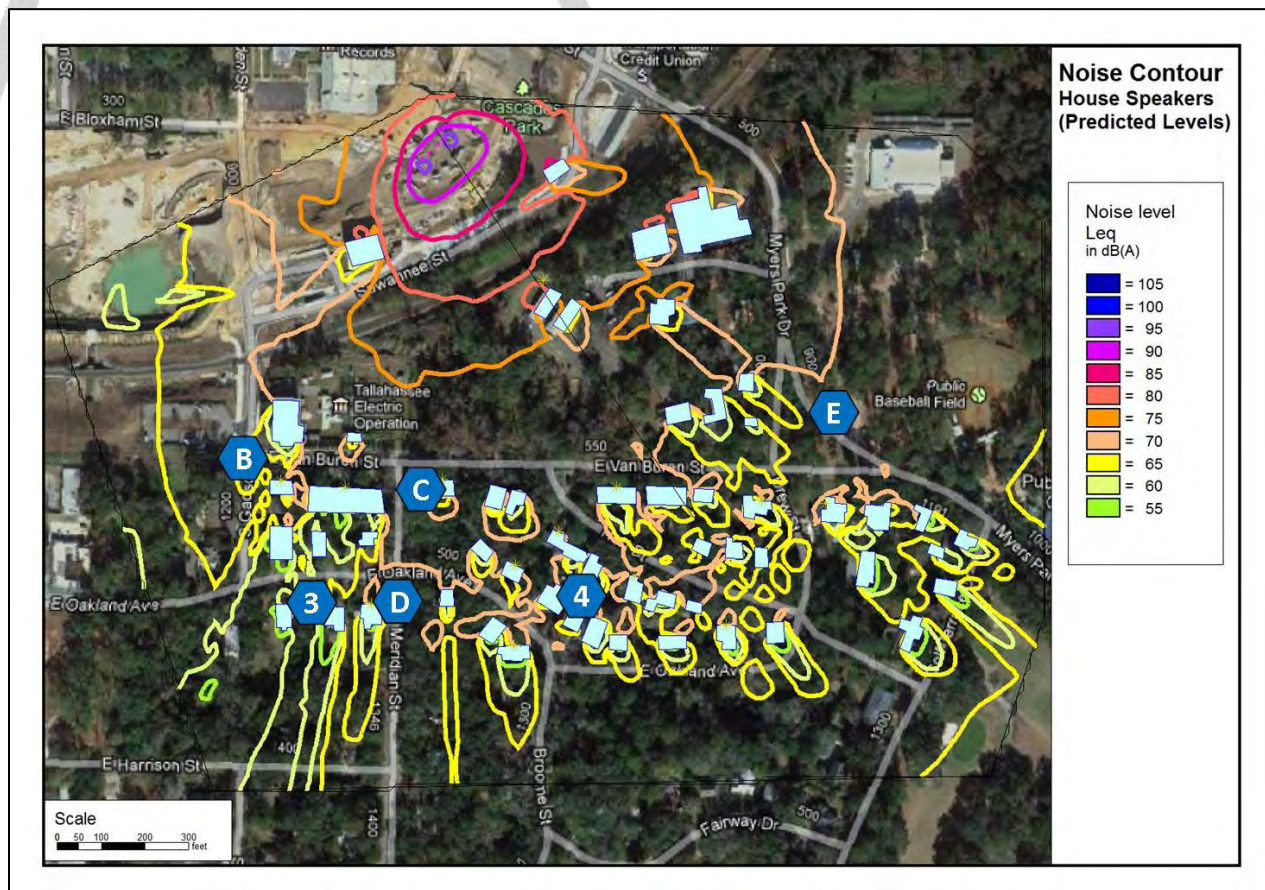
**Figure 8: Measured Octave Band Sound Levels – 1 minute  $L_{eq}$  (dBA)**



### **Acoustical Modeling and Noise Prediction**

SoundPLAN software by Braunstein + Berndt GmbH was used for all noise prediction and analysis. The models created in this software take into account the local environmental conditions, terrain conditions, building elements, and other acoustical factors. We modeled noise levels at Locations B, C, D, E, 3 and 4 to predict the  $L_{eq}$  (Equivalent Sound Level) for direct comparison to the measured daytime and nighttime sound levels shown above in Tables 3 & 4.

For the “Base Analysis Condition 1”, the SoundPLAN modeling included the Amphitheater seating area as indicated in drawing C08.02 provided to us by Genesis Group, the surrounding community ground elevations and buildings, and the house speaker system as the sound source. For the “Base Analysis Condition 2”, the modeling included the touring speaker system as the sound source instead of the house speaker system. We assumed the sound level at the mix location with the touring speaker system would be approximately 105 dBA. Figures 9 and 10 show the predicted noise contours to the south and east of the Amphitheater for Conditions 1 and 2 respectively.



**Figure 9: SoundPLAN Output Noise Contour for “Base Analysis Condition 1”**



Table 5 below summarizes the results of the noise modeling compared to the measured existing background noise levels. The results produced by the SoundPLAN computer model indicate that, in most cases, the noise levels at the property line locations will be 15 to 20 dBA above the existing background noise levels with the house speaker system and 30 to 40 dBA above the existing conditions with the touring speaker system. As a reference, an increase of 10 dBA is subjectively twice as loud. These predicted values are exterior noise levels near the most exposed façade at the representative locations. Sound levels within a residence of typical wood frame construction will be 10 dBA lower than exterior levels if the windows are open, and 20 to 25 dBA lower than the exterior levels if the windows are closed.

**Table 5: Results of Predictive Analysis SoundPLAN Acoustical Model**

Location	Measured Background Nighttime $L_{eq}$	Predicted $L_{eq}$ (House Speaker System)	Predicted $L_{eq}$ (Touring Speaker System)
Location B	49 dBA	70 dBA	79 dBA
Location C	48 dBA	73 dBA	82 dBA
Location D	47 dBA	70 dBA	79 dBA
Location E	49 dBA	70 dBA	80 dBA
Location 3	51 dBA	66 dBA	73 dBA
Location 4	50 dBA	71 dBA	81 dBA
Location 5	51 dBA	60 dBA	64 dBA

**Conclusions**

Acoustics By Design, Inc. has been retained to complete a Community Noise Study at the proposed amphitheater location at Cascades Park in Tallahassee, Florida. We measured the current community background noise levels over a 24 hour period near the residential property lines near Cascades Park. In addition to our measurements, we also predicted and analyzed the potential future noise impact of the Amphitheater on the community to the south of the park.

We completed noise measurements at the nearby residential property lines over a 24-hour period beginning on August 24, 2012 and found the daytime hourly  $L_{10}$  to be 47-56 dBA and the nighttime hourly  $L_{10}$  to be 43-54 dBA.

The predicted exterior noise level to be produced by the amphitheater house speaker system at the "worst case" property line location was found to be 73 dBA which is 25 dBA above the measured nighttime noise level and 16-24 dBA above the average measured daytime noise levels. The predicted exterior noise level to be produced by the Amphitheater touring speaker system at the "worst case" property line location was found to be 82 dBA which is 34 dBA above the measured nighttime noise level and 25-33 dBA above the average measured daytime noise levels. The literature states that sound levels within a residence of typical wood frame construction will be 10 dBA lower than exterior levels if the windows are open, and 20 to 25 dBA lower than the exterior levels if the windows are closed. For example, at the nearest residence with the touring system, the sound levels inside the residence are calculated to be approximately 57-62 dBA with the windows closed.

Based on this information, we recommend investigating noise mitigation options. Various mitigation methodologies are available to reduce community noise levels including, but not limited to, physical controls such as berms and barriers, and administration controls and restrictions over the event times, the event dates, and event durations.

If you have any questions, please call.

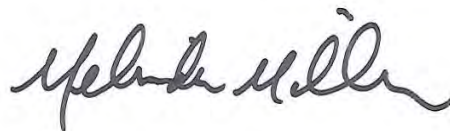
Sincerely,

ACOUSTICS BY DESIGN, INC.

Per:



Kenric D. Van Wyk, PE, INCE Bd. Cert.  
*President*



Melinda Miller  
*Senior Acoustical Consultant*

DEPARTMENT: City Manager  
DATE ADOPTED: March 26, 2014  
DATE OF LAST REVISION: N/A  
TITLE: Sound Policy for Capital City  
Amphitheater at Cascades Park

**154.01 Authority:** The City Commission

**154.02 Scope and Applicability:** This Policy covers the regulation of amplified sound generated from all events utilizing the Capital City Amphitheater at Cascades Park (Amphitheater).

**154.03 Definitions:**

**Amplified sound means:** sound using a sound amplification device.

**Hours of performance means:** 7:00 a.m. - 10:00 p.m. on Sundays through Thursdays and 7:00 a.m. - 11:00 p.m. on Fridays and Saturdays.

**House system means:** the sound amplification device(s) used at the Amphitheater for all performances other than Capital Cascades Stage and Concert Series events.

**Sound level means:** the weighted sound pressure level as measured in dBA and dBC on a ten second average LA eq metric by a sound level meter and as specified in American National Standards Institute (ANSI) specifications for sound level meters (ANSI S1.4-1971 (R1976)).

**Sound amplification device means:** equipment designed to increase the volume of sound created by a separate source such as a musical instrument or a human voice.

**154.04 Performances:** All events at the Amphitheater covered by this Policy, including sound checks, shall occur only during the hours of performance.

**154.05 Maximum Sound Level:** The maximum sound level generated by events at the Amphitheater utilizing the house

system shall not exceed 85dBA and 95 dBC. For Capital Cascades Stage and Concert Series events, the maximum sound level shall not exceed 96 dBA and 104 dBC.

**154.06 Measuring the Sound Level:** The sound level shall be measured at the main mix board with a sound meter that meets the standards established by the American National Standards Institute (ANSI) specifications for sound level meters (ANSI S1.4-1971 (R1976)). The main mix board shall be located at the fixed position for the board in the Amphitheater. Measurements of sound level will be made and recorded by a qualified City employee or by a qualified professional designated by the Director of the Parks, Recreation and Neighborhood Affairs Department or designee to operate the meter(s). This measurement will be made independently of sound monitoring conducted by the artist or promoter. This person shall be present at the main mix board with a sound meter during all events covered by this Policy. A City employee or qualified professional shall also take sound measurements at the Cascades Park property line and in the surrounding neighborhoods as determined for each event by the Parks, Recreation and Neighborhood Affairs Department and set forth in the Special Event Permit.

**154.07 Standards for Measuring the Sound Level:**

**Calibration.** The sound meters shall be maintained in calibration and good working order. The operator of the meter shall conduct a calibration check of the meter at the time of any measurement of the sound level.

**Measurements.** The meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A windscreen on the meter's microphone shall be used at all times.

**154.08 Compliance:** All artists, performers, entertainers, sound technicians, employees, and subcontractors shall comply with and ensure compliance with the sound levels established by this Policy. The promoter shall have the responsibility to ensure compliance with the sound levels at the mix board for Capital Cascades Stage and Concert Series events. The Parks, Recreation and Neighborhood Affairs Department shall be responsible for ensuring compliance for all other events.

**154.09 Trial Period:** This Policy shall be reviewed by the City Commission on April 23, 2014.

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: November 25, 2014

Date Submitted: November 21, 2014

To: Honorable Mayor and Members of the Commission

From: TCP Review Board, Formulated by the City Manager

Subject: The Restructuring of the Rules, Regulations, and Rentals, of the Tanyard Creek Amphitheater Packet

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**Issue:**

There are many areas that are inconsistent, left out and difficult to understand within our Tanyard Creek Amphitheater Packet that need to be addressed.

**Background:**

Our Tanyard Creek Amphitheater is one of the most sought after venues in the Bigbend area. It has housed a number of concerts and gatherings in the past and for the most part has received rave reviews. Although we have received positive feedback, one of our greatest complaints has been our ineffectiveness to properly enlighten lessees on the rules, regulations and rentals of the Amphitheater. There are areas in the packet that are inconsistent and difficult to explain. There are also areas in which we have verbally explained to the lessee what we offer which does not physically appear in the packet i.e. Non-Profit group rates.

The Amphitheater Packet was originally drafted via a template that the City of Chesterfield, Missouri used. Although there is nothing wrong with following this template, all things in that template do not apply to the usage of the Amphitheater in the City of Quincy.

This prompted our current City Manager to formulate a board to review and revise our Amphitheater packet. Those board members consist of the following:

1. Mike Wade, City Manager
2. Regina Davis, CRA Director
3. Reggie Bell, Interim Public Works Director
4. Mo Cox, Utilities Supervisor
5. Greg Taylor, Parks and Recreation Director

We spent many hours adding, cutting, dissecting, and pasting information in efforts of providing the lessees the very best packet of information that we could offer.



**Analysis/Discussion:**

We need to make sure that our rules, regulations, and rentals are properly spelled out so that there will not be any misunderstandings with our future lessees.

**Recommendation:**

- Option 1. Approve revised packet as is.
- Option 2. Approve revised packet with additional changes.
- Option 3. Leave packet as it currently is without any changes.

# TANYARD CREEK AMPHITHEATER

INFORMATION ONLY



## Rental Information, Rules and Regulations

### 1. RESERVATION PROCEDURES:

- a) The Amphitheater welcomes community groups, civic groups, non-profit organizations, private groups, for-profit organizations, promoters and renters use of the Tanyard Creek Park for the promotion of the arts, music, civic, business, social and recreational (Activities)<sup>1</sup>, while also hosting its own in-house shows and festivals, capable of hosting crowds of up to 8,500. **There shall be no Political Activities taking place on or outside of the Amphitheater whereas the property belongs to the City of Quincy.** Information regarding rental of the Amphitheater may be obtained by contacting the City of Quincy Parks and Recreation Department at (850) 618-0042 x 8295 during regular business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday.
- b) Amphitheater usage is by permit only, ~~unless otherwise designated by the City.~~
- c) The use of the Amphitheater is determined on a first come, first serve basis and may be booked one (1) year in advance. Dates will not be "reserved" and reservations are not confirmed until the Agreement is completed and signed by the Lessee and received by the City and all appropriate fees have been paid.
- d) The Lessee shall be represented by an organization and the CEO, President or other similar officials and they must be on-site during the Activity. Failure to comply could result in the forfeiture of the Event.
- e) Any reservation for which a rental fee is involved, the rental fee must be paid in advance of Activity. Additional charges may be assessed for property damages ~~and extended occupancy periods.~~ The Lessee shall pay all charges in excess of the deposit

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<sup>1</sup> Car shows are not included in the Activity definition.

within a reasonable amount of time once damage estimates have been made. ~~(30 days of the event.)~~ If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

## **RENTAL FEES:**

Rental fees are ~~established and approved by the City Commission.~~ **(established by City of Quincy staff and approved by the City Commission.)** The base rental rate covers ~~a ½ day, or a full day of usage for each scheduled Activity. If additional time is necessary for the Activity, that time will be charged on an hourly basis.~~

Rental Fees for the Amphitheater shall be determined by the classification of the reserving party. All parties wishing to rent the Amphitheater shall be classified by one of the following:

~~**City Sponsored:** A city sponsored or co-sponsored Activity is an activity, in which the city provides financial support, directly or indirectly, that further the city's strategic vision or mission. Direct financial support can be in the form of fee waivers or interdepartmental reimbursement of incurred expenditures. Indirect financial support can be in the form of in-kind contributions. Additionally, to be denoted a city sponsored or co-sponsored Activity; the Activity shall meet all of the criteria listed below;~~

- ~~1. The Activity takes place on city owned property or requires additional city services.~~
- ~~2. Activity organizers must prepare a statement that demonstrates the economic benefit and fiscal cost of the event to the city or county or region. The economic benefit statement should include the purpose of the Activity; number of participants and the percent of participants that are local; whether the focus is on youth; and how the Activity is benefited from City sponsorship.~~
- ~~3. Participants or attendees of the Activity must be local or regional.~~
- ~~4. The Activity is focused on the youth and/or community/civic educational opportunities.~~
- ~~5. The Activity recognizes the City of Quincy as a sponsor.~~
- ~~6. The event creates a positive with the community to host an Activity that foster the city's core mission(s). **(Remove this entire section, because we don't need to be included in the rental packet.)**~~

**Private Activity:** Private events are those that restrict the general public's access to the amphitheatre site, by either physical barriers or by personnel, or Activity that is permitted to erect such barriers, or otherwise restrict the general public, such as weddings, reunions, company picnics, etc. a person or persons for non-public use such as weddings, reunions, company picnics, etc. This shall be a rental where the public is generally not invited and the Activity is not advertised.

**Commercial Activity:** Use by an individual, organization, or company charging admission fees on or off the premises, or the selling of merchandise on the premises where the motivation in holding the Activity is for profit making.

**Professional Promotional Activity:** Professional Promotional Activity is an activity, that in the sole discretion of the City Commission, brings professional level artists, musicians, singers and other talent, who have attained national or regional prominence to the general public or to a portion of the general public and/or where there is a charge for admission, fees on or off the premises, or the selling of merchandise on premises.

**Non-Profit Activity:** A Non-Profit Activity is an activity solely established, operated, and promoted by an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. There shall be no ticket sales, entry fees or selling of merchandise on the premises where the motivation for holding the activity is for profit making.

~~2. **Additional Activity Hours:** If Lessee determines that the Activity will take more than the base four (6) hours, an additional fee of fifty dollars (\$50) will be assessed per each additional hour of Activity use. If Lessee determines that it will take more time than the base four (6) hours, to setup, hold the Activity, and take down they will need to rent additional Activity hours. If more than two additional hours are required, a second four hour block must be leased.~~

**3. Service Personnel Fees (staff costs):** In addition to the base rental fee, ~~some~~ **(all)** rentals ~~may~~ **(shall)** require the use of additional Amphitheater staff/service personnel. These fees are based on twenty-five dollars (\$25/hr) per staff person. The amount of staff and hours needed, will vary depending on the type and length of the activity.

~~4. **Ticket Sales:** The City will require Lessee to pay City ten percent (10%) of the gross ticket sales, less all applicable taxes, with a maximum charge not to exceed \$2,000.~~

**5. Security:** Lessee will agree to employ at their sole expense, City of Quincy off-duty police officers and Private Security to be present before, during and after the said Activity. Private Security firm must be licensed and approved by City of Quincy Police Dept. The City reserves the right to and shall have the authority to stipulate a reasonable number of officers which it deems to be necessary for a particular Activity so as to insure the safety of the public, the premises and the Amphitheater at all times during which the Amphitheater is used and occupied by Lessee.

~~6. **Merchandise/Souvenir Sales:** Lessee shall obtain a vendor's permit from the Clerk's Office at a cost of \$50.00. Other **(All)** vendors are required to obtain permits **(at the current rate)** if on the premises during ~~the~~ **(an)** event. ~~at a current rate.~~~~

**III. DEPOSITS:**

**1. Security Deposit/Rental Fees:** Lessee agrees to pay a security deposit in an amount equal to fifty percent (50%) of the base rental fee, which Lessee agrees constitutes as a nonrefundable fee to reserve the use of the Amphitheater for the Activity on the specified date(s) and time(s). Said security deposit is due at the time the Amphitheater is reserved. Furthermore, Lessee agrees to pay the remaining balance of the base rental fee, as well as all other fees owed, ~~two (2) weeks~~ **(within 30 days)** prior to the scheduled Activity. Lessee agrees that this fee constitutes as a non-refundable fee for the use of the Amphitheater for said Activity.

~~2. **Damage Deposit:** Lessee agrees to pay a damage deposit in the amount equal to five hundred dollars (\$500) for Private events, One thousand dollars (\$1,000) for commercial~~

~~events and fifteen hundred dollars (\$1500) for professional events. Damage deposit will be required for all Activities, and shall be paid two (2) weeks prior to the scheduled Activity~~

**Damage Deposit:** A Damage deposit will be required for all Activities. Lessee agrees to pay this deposit in the amount equal to 1/2 of base rental fee and it shall be paid within 30 days of the Activity.

**All deposits and/or fees must be paid in cash, credit card, money order, or certified check. (Note: If paying by cash or credit card, fees will have to be paid at the Customer Service Department. All other payment methods can be paid at the Parks and Recreation Department.)**



## Rules & Regulations

### 1. Refunds:

a. Refunds of fees and deposits require advance written notice of cancellation ~~ninety (90)~~ **(thirty) (30)** days or more prior to rental date. Advanced payments may be credited to a future date, as long as the schedule permits the Activity to be rescheduled ~~within the same calendar year.~~ Cancellation notice of less than ~~ninety (90)~~ **(thirty) (30)** days of scheduled Activity will result in forfeiture of all deposits and rental fees. **If lessee rents the Amphitheater inside of the thirty (30) day period, lessee understands that any cancellation by lessee will automatically result in fees not being refunded.**

b. Approval of the Agreement will be granted with the understanding the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event that the Amphitheater becomes unavailable due to ~~physical condition.~~ **(any condition deemed necessary by the city.)**

c. **Refunds will not be issued due to rain or any other weather condition.** However, if the Activity is cancelled due to weather prior to the scheduled date of the scheduled Activity, the City will work with the Lessee to reschedule the Activity, ~~as long as the schedule permits the Activity to be rescheduled within the same calendar year.~~ Notwithstanding the foregoing, the

City has the right to terminate an activity due to inclement weather that poses a hazard to guests, performers, staff or amphitheatre.

d. Any unused portion of the damage deposit may be refunded to the Lessee after the Activity. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.

e. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

**2. Rental Fees/Deposits:**

See Amphitheater Rental Rates.

**II. General Information/Rules:**

**1. Confirmed Reservations:** No oral agreements for use of the Amphitheater shall be valid. All reservations must be confirmed with the completion of the Agreement and payment of all appropriate fees.

**2. Abusing Policies:** The City Commission, The City Manager, ~~via CRA Director~~, The Parks and Recreation Director and his/her designee, reserve the right to refuse any groups the privilege of using the Amphitheater due to abusing policies of the Amphitheater or City. In addition, any group charged with a second occurrence of abuse may be barred from any future reservations. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

**3. Conduct/Behavior:**

a) The City through its representatives, agents, and employees, reserve the right to control all Activities at the Amphitheater and to eject any person(s) who is/are objectionable and acts contrary to the rules and regulations.

b) The City through its representatives, agents, and employees, may revoke any permit previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being complied with, or that the safety of the participants in the Activities of the applicant or other patrons of or visitors to the Amphitheater is endangered by the continuation of such Activity.

c) Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.

d) Lessee is responsible to see that all Activities are properly controlled; all rules are enforced, and must have a designated person(s) of authority on site at all times.

e) Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.

f) Lessee agrees that all performers will conduct themselves with due regard to the public conventions and morals. The entertainer(s) shall not, either while rendering such services to the producer or in his private life, commit an offense involving moral turpitude under Federal, state or local laws or ordinances. The act shall not do or commit any act or thing that will tend to degrade them in society or bring them into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency.

**4. Lessee's Property:** The City shall assume no responsibility for any property placed on or in the Amphitheater or other park facilities and grounds. Furthermore, the City is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Amphitheater, park facilities and grounds.

**5. Weather:** It will be the responsibility of the Lessee to make provisions for rain or severe weather. However, the City has the right to terminate an Activity due to inclement weather that could pose a hazard to the guests, performers, staff or the Amphitheater.

**6. Laws and Ordinances:** All groups using the Amphitheater shall comply with all laws; Federal, State, County or Local, including all ordinances of the City of Quincy and all rules, regulations and requirements of the Police and Fire Departments. Fire lanes must remain clear at all times. Any group using the Amphitheater shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.

**7. Anti-Discrimination:** Discrimination by the Lessee, it's agents or employees, on account of age, race, color, religion, sex or national origin, in the use of or admission to the premises is prohibited.

**8. Defacement of Facility:** No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the Amphitheater without special permission from the City representative. Any group using the Amphitheater agrees to leave the premises in as good of condition as it was prior to their usage. It is also understood by all groups bound by the Agreement that all or part of their deposit will be held should Lessee not comply with this policy.

**9. Amphitheater Curfew:** Due to the location of the facility and the importance of maintaining a positive relationship with our neighbors, all Activities at the Amphitheater may not begin any day until 8:00am, and must end by ~~10:30 pm~~ (10:00) on Friday and Saturday (Holidays), and ~~9:00pm~~ (8:00pm) Sunday through Thursday. ~~Extensions to this curfew can be granted if requested in advance and only under extenuating circumstances by the City Manager or his/her designee.~~ The Lessee and his/her guest shall vacate the premises no later than ~~1:00am~~ (2:00am) on Friday and Saturday (Holidays), and 12:00am Sunday through Thursday.

**10. Copyrights/Royalty Fees:** Lessee agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Lessee's Activities under the Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Lessee warrants that all programs, performances, concerts, etc., to be performed under the Agreement involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. Lessee further agrees to indemnify and hold harmless. The City of Quincy, its agents and employees, from any and all claims, fees expenses or costs including legal fees asserted or incurred with regard to such warranty.

**11. Noise/Sound Ordinance:** Sound levels at the Amphitheater are not to exceed those levels established by the City. Monitoring of sound levels may be taken periodically throughout the Activity as well as during set-up. The City has established a noise control policy for the Amphitheater. Should sound levels exceed the established level, or cause a disturbance as deemed by the Police Department, City representative will direct that the volume be turned down, failure to comply with such a direction shall be cause for fines, termination of the Activity and forfeiture of deposit and rental fees. ~~The maximum allowable noise level for concerts will be 96 decibels recorded at the Top Tear Seating area.~~

**12. Containers, Ice-Chests, Outside Food and Drink, Smoking, and Pets:** Amphitheater Rules prohibit containers, ice-chests or outside food and drink from being brought into the Amphitheater during certain Activities. If the City representative determines that ice chests and picnic baskets are allowed into the Amphitheater, all coolers must be 48qt or smaller. No glass bottles will be permitted. Pets and Smoking are not prohibited within the Amphitheater. ~~The CRA will provide concessions at all City Sponsored and Co-sponsored events. The CRA shall have the authority to offer concessions at any other event it deems necessary. Caterers are allowed and must be approved by the CRA Director or his/her designee.~~

Events requesting vendors shall get prior approval by the ~~CRA Director~~ (City Manager) or his/her designee. Each vendor will be required to fill out a vendor contract. ~~Vendors will be required to submit proof of Insurance and all necessary permits and a payment of \$150.00, plus \$25.00 to the City of Quincy Clerk's office.~~ (Vendor will be required to obtain a business license from the City of Quincy Clerk's office.)

**13. Security:** The Amphitheater is an open-air, unsecured, public facility. The City is not responsible for restricting access during Activities. In the event the City determines that security is required, Lessee will agree to employ at their sole expense, City of Quincy off-duty police officers and or private security approved by City Staff to be present at least (1) hour prior to activity. The City (Lessee) shall contact the Police Department to schedule the officers. The Lessee shall directly pay the officer in charge upon arrival of shift on the day of the Activity.

**14. Clean Up:** Lessee must load out and shall vacate the premises no later than ~~4:00am~~ (2:00am) on Friday and Saturday (Holidays), and ~~11:00pm~~ (12:00am) Sunday through Thursday, unless prearranged in writing. Any items left will result in an additional day rental charge.

a. Personal Property- Lessee must remove all personal property/equipment (i.e. lighting, audio/visual, tables, chairs, tents, etc.). This includes personal property owned by the Lessee, as



well as property borrowed or leased. ~~If available, Lessee may rent the use of the storage room to store equipment overnight.~~

b. Trash- Lessee is responsible for the collecting and bagging of all paper, trash, debris resulting from their use of the Amphitheater and understands that if such cleanup is not completed immediately following the Activity, the City reserves the right to remove all personal property, paper, trash, and debris and to withhold ~~a fee of forty dollars (\$40) per hour from Lessee's deposit to cover cost of such services (minimum charge \$40).~~**(the entirety of the security deposit.)**

A number of trash containers, will be provided by the Parks and Recreation Department and are located throughout the Amphitheater. ~~All excess trash and/or bulk items that will not fit into the trash containers shall be emptied/disposed into large trash bins/dumpsters located at the Amphitheater parking lot, until full (trash bin lid most close completely). Additional debris must be removed by the Lessee.~~

**15. Equipment:** All equipment and decorations used in conjunction with an Activity at the Amphitheater must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand rails, etc. is not allowed. ~~Any (All) equipment other than the basic "house equipment" needed for the Activity must be provided by the Lessee. If "house equipment" is used, it must be returned in the same condition as rented. Failure to comply with this policy will result in a charge for replacement or repair of equipment.~~

**16. Turf Areas:** The Amphitheater features an underground irrigation/sprinkler system to keep the turf in top condition. To protect the underground water lines and sprinkler heads, driving stakes, fence posts, flags, etc. is not allowed. The placement of equipment in lawn areas (i.e. risers, platforms, tables, speakers, lights, chairs, etc.) is not allowed ~~without the expressed written consent of the CRA Director or his/her designee.~~ Fees for damage will vary depending on the specific damage.

**17. Parking:** Parking is available off of Martin Luther King Blvd in the adjacent Football field and the empty field on the South side of Martin Luther King Blvd.

**18. Promotions/Advertising:** Promotions/advertising and announcements shall not be made public prior to approval of the Agreement by the Parks and Recreation Department. Tickets will not be sold prior to approval of the Agreement. The Lessee and/or promoter shall include a statement of Amphitheater Rules prohibiting containers, ice-chests and outside food and drink on all advertisements for their Activity if such are prohibited at the Activity. All visual media will also include where parking has been approved.

**19. Insurance Requirements:** When appropriate, the Lessee ~~may~~ **(shall)** be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. The need for this coverage will be based on several pre-determined criteria developed by the City and will be handled on a case-by-case basis. If required, the insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Activity for which the facility is rented. The General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of ~~Missouri~~ **(Florida)** will be accepted. Lessee must furnish proof of coverage through a Certificate of Insurance

naming the City of ~~Chesterfield~~ (Quincy) as an additional insured along with an endorsement page two weeks prior to the Activity.

The City will not be liable for any claims for injury or damages resulting from or arising out of the use of the Amphitheater or premises adjacent thereto and the Lessee agrees to indemnify the City and hold it harmless against any and all such claims, damages, losses, and expenses.

If requested by the City, the Lessee shall carry the following standard insurance policies along with their respective minimum coverage amounts required:

a) Commercial General Liability Policy:

- General aggregate of ~~\$2,500,000~~ (\$1,000,000)
- Minimum of \$500,000 per occurrence
- Coverage shall be at least as broad as the most current ISO CG form (as of the writing of this from ISO CG 00 0196)
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and accepted by the City.

The following are general requirements, which are applicable to all policies:

- 1) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- 2) Claims-made policies will not be accepted.
- 3) The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents, servants, representatives, volunteers, subcontractors and employees.
- 4) Certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City without cost to the City prior to the scheduled Activity usage.

**20. Lessee's Release and Hold Harmless.** In consideration of being permitted to rent the Amphitheater for the Activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the premises by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify and save harmless the City, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage."

**All Amphitheater Rules are subject to the discretion of the City. The City reserves the right to modify or waive any Rules as it deems necessary and in the best interest of the City.**

Failure to comply with Amphitheater Rules as well as the City's Park rules and regulations may result in the cancellation of the reservation(s), forfeiture of all fee/deposits, and forfeiture of the right to use the Amphitheater in the future. Permits are revocable at any time for violation of rules, ordinances, federal, state, county or local laws.

**EXHIBIT 1**

**City Sponsored Price**

<b>Amphitheatre</b>	<b>Pricing</b>
<b>Weekdays (Monday-Thursday)</b>	<b>Subject to Commission Decision</b>
<b>Weekends (Fri., Sat., Sun.) Holidays</b>	<b>Subject to Commission Decision</b>

**Private Activity Pricing**

<b>Amphitheatre</b>	<b>Pricing</b>
<b>Weekdays (Monday-Thursday)</b>	<b>8am-2pm \$490 2pm-8pm \$490 8am-8pm \$700 (\$500) Deposit: 1/2 of base rental</b>
<b>Weekends (Fri., Sat., Sun) Holidays</b>	<b>8am-2pm \$550 2pm-8pm \$550 8am-8pm \$1100 (\$700) Deposit: 1/2 of base rental</b>

**Promotional/Commercial Activity**

<b>Amphitheatre</b>	<b>Pricing</b>
<b>Weekdays (Monday-Thursday)</b>	<b>8am-2pm \$700</b> <b>2pm-8pm \$700</b> <b>8am-8pm</b> <b>(\$1400)</b> <b>Deposit: 1/2 of base rental</b>
<b>Weekends (Fri., Sat., Sun.) Holidays</b>	<b>8am-2pm \$800</b> <b>2pm-8pm \$800</b> <b>8am-8pm</b> <b>(\$1600)</b> <b>Deposit: 1/2 of base rental</b>

**Professional Promotional Activity**

<b>Amphitheatre</b>	<b>Pricing</b>
<b>Weekdays (Monday-Thursday)</b>	<b>8am-8pm \$8,000</b> <b>Deposit: 1/2 of base rental</b>
<b>Weekends (Fri., Sat., Sun.) Holidays</b>	<b>8am-8pm \$10,000</b> <b>Deposit: 1/2 of base rental</b>

**Non-Profit Activity**

<b>Amphitheatre</b>	<b>Pricing</b>
<b>Weekdays (Monday-Thursday)</b>	<b>8am-8pm \$500</b> <b>Deposit: 1/2 of base rental</b>
<b>Weekends (Fri., Sat., Sun.) Holidays</b>	<b>8am-8pm \$500</b> <b>Deposit: 1/2 of base rental</b>

# TANAYARD CREEK AMPHITHEATER CONTRACT



**Exhibit A**

**THIS PERMIT AGREEMENT** (“Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Quincy by and through its authorized representative, herein referred to as (the “City”) and \_\_\_\_\_, a (n) (individual) (the “Lessee”).

**WITNESSETH:**

**WHEREAS**, the City is the owner and operator of the facility known as “Tanyard Creek Park Amphitheater” herein referred to as (“Amphitheater”) located in the City of Quincy FL ; and

**WHEREAS**, The City desires to make available said Amphitheater on a rental basis for non-city sponsored, co-sponsored and sponsored event(s) for the purpose of the promotion of the arts, music, civic, business, social and recreational activities that have socially acceptable value for the enjoyment of the citizens and visitors of the Community, herein referred to as (“Activity/Activities”), and

**NOW THEREFORE**, for and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

**I. LESSEE INFORMATION**

**LESSEE**

**Lessee (Name of Company, Corporation, Organization or Individual):**

\_\_\_\_\_  
\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Phone: (H)** \_\_\_\_\_ **(W)** \_\_\_\_\_ **(C)** \_\_\_\_\_  
**(Fax)** \_\_\_\_\_

**Contact Name(s):** \_\_\_\_\_ **Phone:** \_\_\_\_\_

\_\_\_\_\_ **Phone:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**II. ACTIVITY INFORMATION**

**CLASSIFICATION**

All Activities at the Amphitheater shall be classified as one of the following; ~~City Sponsored~~, Private, Commercial, Professional, **(Non-Profit)**. See Classification information as outlined in Rules and Regulations. This Activity will be classified as a \_\_\_\_\_ Activity and for no other purposes without the written consent of the City.

**ACTIVITY**

Activity - Full description and/or name of show, function or activity for which the facility is to be rented, including name of principal performer/activity (use reverse side if additional space is needed).

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Name and location of auditorium(s), facility(s) and/or hall(s) which have previously been leased by applicant:

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Estimated number of: Spectators \_\_\_\_\_ Performers (acts) \_\_\_\_\_

**DATES/TIMES**

**Day(s) of Activity:** \_\_\_\_\_

**Activity/Event Begins:** \_\_\_\_\_ **Activity/Event Ends:** \_\_\_\_\_

**Promotions Set-up Date:** \_\_\_\_\_ **Promotions Set-up Time:** \_\_\_\_\_

**Promotions Take Down Date:** \_\_\_\_\_ **Promotions Take Down Time:** \_\_\_\_\_

**Lights/Sound Set-up Date:** \_\_\_\_\_ **Lights/Sound Set-up Time:** \_\_\_\_\_

**Lights/Sound Take Down Date:** \_\_\_\_\_ **Lights/Sound Take Down Time:** \_\_\_\_\_

Performer/Activity Load in Date: \_\_\_\_\_ Performer/Activity Load in Time: \_\_\_\_\_  
Performer/Activity Load out Date: \_\_\_\_\_ Performer/Activity Load out Time: \_\_\_\_\_  
Vendor Set-up Date: \_\_\_\_\_ Vendor Set-up Time: \_\_\_\_\_  
Vendor Take Down Date: \_\_\_\_\_ Vendor Take Down Time: \_\_\_\_\_  
Traffic Control Set-up Date: \_\_\_\_\_ Traffic Control Set-up Time: \_\_\_\_\_  
Traffic Control Take Down Date: \_\_\_\_\_ Traffic Control Take Time: \_\_\_\_\_  
Gate Time Prep: \_\_\_\_\_ Gates Open: \_\_\_\_\_  
Gate Time Close: \_\_\_\_\_ Gate Take Down: \_\_\_\_\_  
Take Down Complete: \_\_\_\_\_

**ACTIVITY DETAILS**

Admission Fee	Yes _____	No _____
Alcohol Sales (licensed vendor only)	Yes _____	No _____
Alcohol Permitted (Spectators)	Yes _____	No _____
Donations Collected	Yes _____	No _____
Food/Soda Sales	Yes _____	No _____
Food/Soda Permitted (Spectators)	Yes _____	No _____
Gated Event	Yes _____	No _____
Live Music	Yes _____	No _____
DJ	Yes _____	No _____
Public Address	Yes _____	No _____
Merchandise Sales	Yes _____	No _____
Ticket Sales/Takers	Yes _____	No _____
Security Required	Yes _____	No _____
Volunteers	Yes _____	No _____





**PROMOTION/ADVERTISING DETAILS**

Indicate Activity promotion:

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Newspapers  
(name) \_\_\_\_\_

TV (stations)  
\_\_\_\_\_

Radio (stations)  
\_\_\_\_\_

Websites  
\_\_\_\_\_

Posters/Fliers (locations)  
\_\_\_\_\_

Direct Mail  
\_\_\_\_\_

Other  
\_\_\_\_\_

**III. LEASE OF AMPHITHEATER**

The City hereby leases to the Lessee and the Lessee hereby leases from the City, said Amphitheater for Activity and according to the terms and conditions specified.

The City leases the Amphitheater to the Lessee only for the above stated/described Activity. The Lessee may occupy the above stated/described Amphitheater for the said Activity. Occupancy of the Leased Amphitheater, the Lessee shall pay to the City the stated amount (s).

**FEES AND DEPOSITS.** Lessee hereby submits to the City and the City hereby acknowledges receipt of the following:

1. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_) which Lessee agrees constitutes as a non-

refundable security deposit at the time of reservation for the rental of the Amphitheater for the above-stated purpose on the date(s) and time(s) indicated.

- 2. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which Lessee agrees constitutes as a non-refundable fee on or before \_\_\_\_\_ for the remaining balance owed for the rental and use of the Amphitheater for the above-stated purpose on the date(s) and time(s) indicated, ~~plus a sum equal to \_\_\_\_\_% of the gross admission receipts less any taxes levied and paid.~~
- 3. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Lessee agrees constitutes as a damage deposit for the Activity on the date(s) and time(s) specified above. The City agrees to return this damage deposit to the Lessee within (30) thirty days following conclusion of the Activity, provided the Lessee has satisfied all requirements set forth in the terms and specified.
- 4. ~~Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which the Lessee agrees constitutes as a refundable deposit on or before \_\_\_\_\_ for the use of an Assistive Listening System (ALS). The City agrees to return this deposit to the Lessee within (30) thirty days following conclusion of the Activity, provided the Lessee has satisfied all requirements set forth in the terms and specified.~~
- 5. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) directly to The City of Quincy off duty police officers for security **(and to The City of Quincy off duty employees for assistance)** ~~at the conclusion of the Activity.~~ **(before the activity begins.)**

**PERMITS AND NOTICES.** All permits and notices to the City regarding the Agreement shall be directed to: **CITY OF QUINCY, CRA RECREATION DEPARTMENT, (850) 618-0030.(0042)**

The Lessee hereby designates as contact person having the authority to make all decisions on behalf of Lessee regarding this Agreement the following individual (if different than Lessee):

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_

CELL \_\_\_\_\_ E-MAIL \_\_\_\_\_

**COMPLIANCE WITH LAWS AND FACILITY RULES.** The Lessee and Lessee’s guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Amphitheater. Additionally, Lessee acknowledges receipt of the Amphitheater Rental Rates, Rules and Regulations (the “Amphitheater Rental Rates”) attached as Exhibit A, . The Lessee shall reimburse the City for all damage to the Amphitheater and property arising from the Activity caused by Lessee or by the Lessee’s guests, employees, agents or affiliated persons, ordinary wear and tear excepted.

**CANCELLATION/REFUND POLICY.** See Exhibit A for details pertaining to cancellation and refund policy.

**LESSEE’S RELEASE AND HOLD HARMLESS.** In consideration of being permitted to rent the Amphitheater for the Activity, the Lessee agrees as follows:

**“No liability either express or implied, will be incurred by the City of Quincy, its agents, servants, and employees, arising out of the use of the Amphitheater by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified above. Lessee agrees to indemnify and save harmless the City of Quincy, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the City of Quincy or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City of Quincy or its agents, servants or employees contributed to such injury or damage.”**

**INSURANCE.** At the City’s discretion, Lessee will be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. This insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Activity for which the Amphitheater is rented. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Quincy as an additional insured two weeks prior to the Activity. See Exhibit A for full requirements.

**LESSEE’S REPRESENTATIONS.** If a corporation/partnership, the Lessee represents and warrants to the City that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.

**MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties, may be modified only be written agreement of the parties, and shall be governed by the laws of the State of Missouri (Florida).

In Witness whereof the parties have executed this Agreement as of the date first above written.

As the Lessee of the Amphitheater and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Quincy and Quincy Parks and Recreation Department in the regard to the rental and or use of the Amphitheater and I agree to the above indemnification.

**Lessee:**

**City of Quincy:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF QUINCY

CITY COMMISSION AGENDA REQUEST

**MEETING DATE:** January 13, 2015

**DATE OF REQUEST:** January 7, 2015

**TO:** Honorable Mayor and Members of the City Commission

**FROM:** Mike Wade, Interim City Manager  
Scott Haire, Fire Chief

**SUBJECT:** QFD Awarded a Firehouse Subs Grant on January 5, 2015

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**Statement of Issue:**

This is a report on a grant the Fire Department received on January 5, 2015.

**Background:**

Firehouse Subs restaurants has a foundation that assists Fire Departments, Police Departments and EMS Organizations through grants. The grants are approved and issued out on a quarterly basis throughout the year. QFD applied for the grant in the 4<sup>th</sup> quarter of 2014 and was awarded a grant for rescue equipment valued at \$24,884.60 on January 5, 2015. There is no required match for the grant and is granted at no cost to the recipient.

This grant will fulfill a need that we have had since Station 2 was built. This will assure that each station has a compliment of rescue tools. These rescue tools are Hurst "edraulic", battery operated hydraulic pump. The approved tools include spreaders (jaws of life), cutters, adapters, windshield and glass removal tools and stabilization equipment. The equipment is used in varying rescue applications most commonly on vehicle crashes where extrication is necessary.

Firehouse Subs Foundation deals directly with the company on payment. Foundation requirements are:

1. Recipient must submit for approval any media announcements prior to submission to news outlets.
2. Recipients acknowledge the donation by displaying the Foundation logo on donated items whenever possible.

3. The Foundation will be in contact with QFD to plan a dedication/press event at a Firehouse Subs restaurant or other venue to demonstrate the equipment and acknowledge the donation.

Other Fire Department grant activity this year:

1. USDA smoke detector program: installed 201 10-year dual sensor smoke detectors in homes of citizens 50 years of age and older.
2. Applied for AFG grant (FEMA) for a brush rescue truck to be stationed at the Howard Smith Fire Station.
  - \*Highly competitive grant as all apparatus grants are.
  - \*Will be at least a few months before notification of a grant award will be sent out.
  - \*If awarded, a 5% match (about \$6,000) would be required out of the fy2016 budget.

Attachments:

- A. Firehouse Subs Public Safety Foundation notification of award (2 Pages)
- B. Quote from MES along with 2 pictures of some of the equipment (4 Pages)

Scott Haire

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**From:** Firehouse Subs Public Safety Foundation [foundation@firehousesubs.com]  
**Sent:** Monday, January 05, 2015 11:33 AM  
**To:** shaire@myquincy.net  
**Cc:** Chris Holmes; Firehouse Subs Public Safety Foundation; Gina Brown  
**Subject:** APPROVED: Firehouse Subs Public Safety Foundation Grant  
**Attachments:** Foundation Logo-VectorCMYK (2).pdf; Foundation Logo-VectorCMYK.ai; Foundation Logo-VectorCMYK.eps

Tommy,

Thank you so much for your grant submittal to the Firehouse Subs Public Safety Foundation. We are pleased to announce that the Foundation Board of Directors has awarded the **Quincy Fire Department** the requested **Hurst eDrainic rescue tools** valued at up to **\$24,884.60**.

**We encourage you to print this email for ongoing instructions of the procurement/purchasing process.**

The process for purchasing and taking delivery of equipment will be implemented in one of two ways:

**1) The Foundation Team will purchase the requested equipment based on your submitted quote**

- The vendor will ship the equipment directly to your organization
- **VERY IMPORTANT:** upon delivery, you will need to send a signed & dated copy of the packing slip to our Foundation via e-mail ([Foundation@firehousesubs.com](mailto:Foundation@firehousesubs.com)) or fax (904) 886-2111 (Please note: our accounting department requires this documentation prior to paying invoices) .

OR . . .

**2) The Foundation Team will draft a memo of understanding for both parties to sign, our Foundation will then send your organization a check directly.**

- **VERY IMPORTANT:** Once the items have been received, you must send us all invoices signed and dated for auditing purposes to our Foundation via e-mail ([Foundation@firehousesubs.com](mailto:Foundation@firehousesubs.com)) or fax (904) 886-2111

**NOTE: It will be up to our Foundation to determine which procurement method will be used. Our team will reach out to you in 2-6 weeks to begin the donation process.**

Once you verify the equipment was received, we will be in touch to plan a dedication event/press event at a Firehouse Subs restaurant or other venue to demonstrate the equipment and acknowledge the donation. It may

take up to a year depending on location and donation delivery time frame. Please note that the event may acknowledge multiple grant recipients and may take place outside of your jurisdiction.

We ask that any immediate media announcements regarding the grant award be approved by the Foundation. Please draft a media announcement and send it to [Firehousesubs@zimmerman.com](mailto:Firehousesubs@zimmerman.com)

cc: [Foundation@firehousesubs.com](mailto:Foundation@firehousesubs.com) for approval.

It is an expectation that your organization acknowledges the donation by displaying our Foundation logo on donated items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the artwork will need to be approved by our Foundation team before being displayed.

We are very excited about being able to assist your organization and ultimately improve the life-saving capabilities of your community. We'll be in touch as we go through this process.

Warmest Regards,

**Robin Peters, Meghan Vargas, Jacquelyn Gubbins & Brady Rigdon**  
Firehouse Subs Public Safety Foundation  
Firehouse of America, LLC

Order: [Firehouse Subs Order Entry!](#)

CONFIDENTIALITY NOTICE: The information and attachments contained in this electronic communication are confidential and intended only for the use of the intended recipients. If you are not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return e-mail and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise.

MES - FLORIDA  
 11431 43rd Street N  
 Clearwater, FL 33762

Telephone .....: 727-573-6048  
 Fax .....: 727-573-7679



**Ship To:**  
 Quincy Fire Department  
 20 North Stewart St  
 Quincy, FL 32351

Contact: Scott Haire, Fire Chief  
 Phone: (850) 875-7315

**Bill To:**  
 Quincy Fire Department  
 20 North Stewart St  
 Quincy, FL 32351

**Quotation**

Number .....: QT\_00307555-2  
 Date .....: 11/23/2014  
 Page .....: 1 of 2  
 Sales order .....:  
 Requisition .....:  
 Your ref .....:  
 Our ref .....: twinkler  
 Quotation deadline .....: 12/21/2014  
 Payment .....: Net 30  
 Sales Rep .....: jmontgomer  
 Terms of delivery .....: Customer Pays  
 Freight-Taxable

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
271085000	Hurst SP 310E2 Spreader Package (includes SP 310E2 Spreader, charger, and 2 EXL batteries)			1.00	EA	9,875.89	9,875.89
272085000	Hurst S 700E2 Cutter Package (includes S 700E2 Cutter, charger, and 2 EXL batteries)			1.00	EA	8,880.27	8,880.27
272085412	Hurst Power Supply Adapter plug for eDRAULIC 2.0 rescue tools (110V)			1.00	EA	491.58	491.58
272080910	Hurst eDRAULIC 12VDC Bank Charger			1.00	EA	1,409.72	1,409.72
ppsp310e2	PLASTIX PLUS horizontal tool mounting bracket for SP310e2 spreader			1.00	EA	254.80	254.80
pps700e2	PLASTIX PLUS horizontal tool mounting bracket for S700e2			1.00	EA	216.44	216.44
362A491	QuickStrut Vehicle Stabilization System			1.00	EA	1,874.63	1,874.63
541A043	QuickStrut Accessory Kit			1.00	EA	164.85	164.85
RWC-1	RHYNO Windshield Cutter tool set			1.00	EA	698.00	698.00
541R042	Hurst Tool Station			1.00	EA	443.42	443.42
Freight Quote	Freight Quote			1.00	EA	575.00	575.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

**All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.**



MES - FLORIDA  
11431 43rd Street N  
Clearwater, FL 33762

Telephone .....: 727-573-6048  
Fax .....: 727-573-7679



**Ship To:**  
Quincy Fire Department  
20 North Stewart St  
Quincy, FL 32351  
  
Contact: Scott Haire, Fire Chief  
Phone: (850) 875-7315

### Quotation

Number .....: QT\_00307555-2  
Date .....: 11/23/2014  
Page .....: 2 of 2  
Sales order .....  
Requisition .....  
Your ref .....  
Our ref .....: twinkler  
Quotation deadline.....: 12/21/2014  
Payment.....: Net 30  
Sales Rep .....: jmontgomer  
Terms of delivery .....: Customer Pays  
Freight-Taxable

**Bill To:**  
Quincy Fire Department  
20 North Stewart St  
Quincy, FL 32351

*Notes:*

Chief Haire,

Please find the Hurst rescue tool items above. Call with any questions.  
When prepared to order, please contact me directly.

Thank you,

Tom Winkler  
Hurst Rescue Tool Specialist  
Municipal Emergency Services  
Mobile: 727-808-5344  
Office: 877-MES-FIRE  
eFax: 800-787-0635  
twinkler@mesfire.com  
www.mesfire.com

Sales balance                      Total discount                      S&H                      Sales tax  
24,884.60                                      0.00                                      0.00                                      0.00

Total  
24,884.60 USD

**All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.**



## An extra-strength spreader for extra-strength rescues.

The superior ergonomics, durable construction and "diamond" surface tips make this tool the beast of the eDRAULIC™ spreader line. Its strength makes it perfect for urban disaster recovery and traffic accidents.

### Features and Benefits:

- Newly developed hydraulic pump provides extra power
- Dead man control valve reverts to neutral position if worker's hand slips from control
- Dual pilot check valve sustains load requirements if hydraulic flow is interrupted
- Ergonomically designed star grip permits tool actuation from almost any gripping

### Technical Specifications:

- Length: 37.6 in / 955 mm
- Width: 13.6 in / 345 mm
- Height: 10.9 in / 276 mm
- Weight: 52.7 lbs / 23.9 kg
- Spreading Distance: 28.5 in / 725 mm
- Max. Spreading Force: 72,800 lbs / 324 kN
- Max. Pulling Force: 9,900 lbs / 44 kN
- NFPA HSF: 13,000 lbs / 58 kN
- NFPA LSF: 10,300 lbs / 46 kN
- NFPA HPF: 7,600 lbs / 34 kN
- NFPA LPF: 5,800 lbs / 26 kN
- NFPA 1936 2010 Compliant: Yes



## Speed and power packed into one game-changing cutter.

Six pounds lighter than its predecessor, and just as powerful, the S 700E2 is light years ahead of anything the competition has to date. This battery-powered cutter performs heroic rescues without hoses or a power unit. It's designed to take on current as well as future vehicle construction. Plus, it has 77% more cutting force where you need it.

### Features and Benefits:

- Highest cutting performance in the relevant work area
- Unique blade geometry with three distinct cutting angles
- Built for the high-strength steel of today and tomorrow's vehicles
- Ergonomically designed star-grip permits tool actuation from almost any gripping position
- Each tool comes with two batteries and one charger
- If needed, you can plug it in for limitless power with the eDRAULIC™ 110v adaptor

### Technical Specifications:

- Length: 36.2 in / 920 mm
- Width: 11.7 in / 296 mm
- Height: 10.3 in / 262 mm
- Weight: 48.1 lbs / 21.8 kg
- Cutter Opening: 7.6 in / 192 mm
- NFPA Cutter Rating: A8/B9/C8/D9/E9
- NFPA 1936 2010 Compliant: Yes

## QFD Monthly Activity Report

	<u>2014</u>	<u>2013</u>
<b>Total Fire Calls</b>	104	88
City	82	70
County	22	18
<b>Total Man Hours</b>		
City	157 hrs 17 mins	138 hrs 2 mins
County	85 hrs 10 mins	75 hrs 19 mins
	71 hrs 27 mins	63 hrs 2 mins
<b>Type Fire Calls - City</b>		
Structure	0	2
Vehicle	0	1
False Alarm	1	4
Hazard	1	2
Rescue	0	0
Wood & Grass	2	0
Other	8	15
<b>Type Fire Calls - County</b>		
Structure	3	3
Vehicle	5	4
False Alarm	0	0
Hazard	2	0
Rescue	0	0
Woods & Grass	3	3
Other	10	3
<b>Fire Causes</b>		
Accidental	11	9
Undetermined	2	4
Suspicious	0	0
Arson	0	0
<b>Average Response Time</b>		
City	3.33 mins	3.22 mins
County	8.50 mins	8.60 mins
<b>Average Firefighters per Call</b>		
City	3.76	3.95
County	2.72	2.8
<b>Average Time Spent per Call</b>		
City	23.92 mins	21.8 mins
County	35.72 mins	42 mins

## QFD Monthly Activity Report

	<b><u>2014</u></b>	<b><u>2013</u></b>
Responses Out of District	2	1
Mutual Aid Responses *	4	1
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	0	0
Fire Safety Inspection	13	17
Fire Investigation	0	0
Plans Review	1	1
Training Man Hours	116 hrs	314 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	69	51
Smoke Detector Installs	30	6

*QFD Monthly District Fire Calls  
November 2014*

<b>District</b>	<b><u>District</u></b>	<b><u>Location</u></b>	<b><u>Type of Incident</u></b>
<b>District 1</b>	11/28/2014	2135 Hamilton St	Alarm activation
	11/28/2014	375 Cox Lane	Grass fire
<b>District 2</b>	11/5/2014	201 S 10th St	Cooking fire
	11/23/2014	911 1st St	No incident found
<b>District 3</b>	11/3/2014	909 McGee St	Grass fire
	11/8/2014	208 Wallace Dr	Canceled en route
	11/14/2014	1797 Pat Thomas Pkwy	Canceled en route
	11/18/2014	1797 Pat Thomas Pkwy	Alarm system malfunction
	11/18/2014	470 Strong Rd	False alarm
	11/27/2014	1244 Berry St	Good intent
<b>District 4</b>	11/23/2014	227 Kelly St	Potential Electricution
<b>District 5</b>	11/10/2014	35 N Shelfer St	Smoke detector malfunction

BANK OF AMERICA		11/05/2014 - 12/04/2014		DEC 2014		
DEPARTMENT	DATE	VENDOR	AMOUNT	GL#	JUSTIFICATION	
BUILDING & PLANNING	11/20/2014	MYFLORIDACOUNTY.COM	167.67	001-284-515-30491	DOCUMENT RECORDED WITH GADCO CLERK	
CRA	11/20/2014	PILOT	44.22	002-250-552-30403	GAS	
CRA	11/20/2014	PENSKE TALLAHASSEE	17.41	002-250-552-30491	TRUCK RENTAL GOOD360-BED BATH BEYOND DONATIONS	
CRA	11/20/2014	PENSKE TALLAHASSEE	155.26	002-250-552-30491	TRUCK RENTAL GOOD360-BED BATH BEYOND DONATIONS	
FINANCE	11/5/2014	BARNES TIRE AND SERVICE	1,550.50	001-450-541-30405	TIRE DISPOSAL FEE	
FINANCE	11/24/2014	WINN-DIXIE #0184	153.29	001-001-519-30491	TURKEYS FOR 15 THANKSGIVING BASKETS	
FIRE	11/5/2014	INTERNATIONAL ASSOCIAT	219.00	001-230-522-30493	IAFC MEMBERSHIP DUES	
FIRE	11/5/2014	INTERNATIONAL ASSOCIAT	219.00	001-230-522-30493	IAFC MEMBERSHIP DUES	
FIRE	11/5/2014	INTERNATIONAL ASSOCIAT	219.00	001-230-522-30493	IAFC MEMBERSHIP DUES	
FIRE	11/5/2014	INTERNATIONAL ASSOCIAT	219.00	001-230-522-30493	IAFC MEMBERSHIP DUES	
FIRE	11/13/2014	WM SUPERCENTER #488	27.34	001-230-522-30491	CLEANING SUPPLIES	
FIRE	11/25/2014	BELL AND BATES HOME CENTE	8.87	001-210-522-30463	KITCHEN SINK REPAIRS	
HUMAN RESOURCES	11/8/2014	ZIPRECRUITER, INC.	99.00	001-260-513-30343	JOB POSTING SITE - RESUME DATA BASE	
INFORMATION TECHNOLOGY	11/13/2014	MYFAX PROTUS IP SOLN	17.60	001-160-512-30410	CITY FAX SERVICES	
INFORMATION TECHNOLOGY	11/13/2014	MYFAX PROTUS IP SOLN	17.00	001-210-521-30410	CITY FAX SERVICES	
INFORMATION TECHNOLOGY	11/13/2014	MYFAX PROTUS IP SOLN	10.00	001-210-522-30410	CITY FAX SERVICES	
INFORMATION TECHNOLOGY	11/13/2014	MYFAX PROTUS IP SOLN	10.00	001-260-513-30491	CITY FAX SERVICES	
INFORMATION TECHNOLOGY	11/13/2014	MYFAX PROTUS IP SOLN	17.00	001-271-513-30410	CITY FAX SERVICES	
INFORMATION TECHNOLOGY	11/13/2014	MYFAX PROTUS IP SOLN	10.00	001-310-572-30410	CITY FAX SERVICES	
INFORMATION TECHNOLOGY	11/13/2014	MYFAX PROTUS IP SOLN	10.00	002-250-552-30410	CITY FAX SERVICES	
INFORMATION TECHNOLOGY	11/13/2014	MYFAX PROTUS IP SOLN	10.00	508-539-539-30410	CITY FAX SERVICES	
INFORMATION TECHNOLOGY	11/28/2014	MYFAX PROTUS IP SOLN	7.20	508-539-539-30410	CITY FAX SERVICES	
INFORMATION TECHNOLOGY	11/14/2014	BARRACUDA NETWORKS INC	200.00	508-539-539-30341	CITY OFFICES WEBSITE	
INFORMATION TECHNOLOGY	11/15/2014	BARRACUDA NETWORKS INC	200.00	508-539-539-30341	CITY OFFICES WEBSITE	
INFORMATION TECHNOLOGY	12/1/2014	IN DT2GO	75.00	508-539-539-30341	CITY WEB SITE	
POLICE	11/13/2014	AZAR'S UNIFORMS, INC	257.00	001-220-521-30522	UNIFORM JACKETS & STRIPES FOR OFFICERS	
POLICE	11/23/2014	STAPLES DIRECT	341.44	001-220-521-60644	2 CHAIRS FOR DISPATCH	
POLICE	11/25/2014	STAPLES DIRECT	(23.82)	001-220-521-60644	TO REMOVE TAXES CHARGED ON CARD	
POLICE	12/3/2014	GEOTRUST, INC.	199.00	001-210-521-30491	COMPUTER CERTIFICATES FOR DATA TERMINALS	
PUBLIC WORKS	11/7/2014	WARD INTERNATIONAL TRUCKS	164.70	001-450-541-30407	P-9 ROAD SERVICE CALL	
PUBLIC WORKS	11/7/2014	FOUR STAR FREIGHTLINER	191.00	001-450-541-30406	P-56 HEATER CORE	
PUBLIC WORKS	11/13/2014	LOWES #00716	491.64	001-440-572-30491	TILES FOR CEILING IN REC	
PUBLIC WORKS	11/13/2014	FIRST CALL TRUCK PARTS	119.86	001-450-541-30406	BRAKE CHAMBER FOR AIR BRAKE SYSTEM	
PUBLIC WORKS	11/18/2014	WARD INTERNATIONAL TRUCKS	18.10	001-450-541-30407	U-15 AT UTILITY DEPT - RUBBER GASKET	
PARKS & RECREATION	11/4/2014	WAL-MART #0488	4.88	001-310-572-30491	AUDIO CASE FOR STEREO FOR PA SYSTEM	
PARKS & RECREATION	11/7/2014	LOWES #00716	225.84	001-310-572-30491	FLOOR WAX & STRIPPER FOR GYM FLOOR	
PARKS & RECREATION	11/11/2014	ADTSECURITY MYADT.COM	128.97	001-310-572-30343	SECURITY FOR REC CENTER	
PARKS & RECREATION	11/11/2014	ADTSECURITY MYADT.COM	187.02	001-310-572-30343	SECURITY FOR KELLY CAMPBELL CENTER	
PARKS & RECREATION	11/10/2014	WAL-MART #0488	51.18	001-310-572-30491	BRUSHES & CLEANER FOR HELMETS & JERSEYS	
PARKS & RECREATION	11/14/2014	WM SUPERCENTER #488	9.47	001-310-572-30491	OXYCLEAN FOR FOOTBALL JERSEYS	
PARKS & RECREATION	11/14/2014	WAL-MART #0488	19.76	001-310-572-30491	AIR FRESHNER FOR REC & KELLY CAMPBELL	
PARKS & RECREATION	11/20/2014	WM SUPERCENTER #488	267.88	001-310-572-30491	CAMERA FOR REC DEPT - OLD CAMERA BROKE	
			<u>6,337.28</u>			
			<u>(6,337.28)</u>			



DEC 10 2014

FL CITY OF QUINCY  
XXXX-XXXX-XXXX-5777  
November 05, 2014 - December 04, 2014

Purchasing Card

Company Statement

Account Information	Payment Information	Account Summary
<b>Mail Billing Inquiries to:</b> BANKCARD CENTER PO BOX 982238 EL PASO, TX 79998-2238  <b>Customer Service:</b> 1.888.449.2273 24 Hours  <b>TTY Hearing Impaired:</b> 1.800.222.7365 24 Hours  <b>Outside the U.S.:</b> 1.509.353.6656 24 Hours  <b>For Lost or Stolen Card:</b> 1.888.449.2273 24 Hours	Statement Date ..... 12/04/14 <b>Payment Due Date ..... 12/18/14</b> Days in Billing Cycle ..... 30 Credit Limit ..... \$250,000 Cash Limit ..... \$250,000 <b>Total Payment Due ..... \$6,337.28</b>	Previous Balance ..... \$8,226.94 Payments ..... -\$8,226.94 Credits ..... -\$23.82 Cash ..... \$0.00 Purchases ..... \$6,361.10 Other Debits ..... \$0.00 Overlimit Fee ..... \$0.00 Late Payment Fee ..... \$0.00 Cash Fees ..... \$0.00 Other Fees ..... \$0.00 Finance Charge ..... \$0.00 <b>Current Balance ..... \$6,337.28</b>

Cardholder Activity Summary				
Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
<b>BELL, REGINALD</b> XXXX-XXXX-XXXX-5834 3,000	0.00	0.00	985.30	985.30
<b>DEPARTMENT, CRA</b> XXXX-XXXX-XXXX-4049 1,500	0.00	0.00	216.89	216.89
<b>DEPARTMENT, FINANCE</b> XXXX-XXXX-XXXX-7227 50,000	0.00	0.00	1,703.79	1,703.79
<b>EVANS, BESSIE</b> XXXX-XXXX-XXXX-2696 500	0.00	0.00	99.00	99.00

0822694 0633728 0633728 4715290003775777

Account Number: XXXX-XXXX-XXXX-5777  
November 05, 2014 - December 04, 2014

**Total Payment Due ..... \$6,337.28**  
**Payment Due Date ..... 12/18/14**

Enter payment amount

\$

Check here for a change of mailing address or phone numbers.  
Please provide all corrections on the reverse side.

Mail this coupon along with your check payable to:  
BANK OF AMERICA



BANK OF AMERICA  
PO BOX 15731  
WILMINGTON, DE 19886-5731



FL CITY OF QUINCY  
404 W JEFFERSON ST  
QUINCY, FL 32351-2328

\*\*N0016527

5499900 1 00050003775777



**Cardholder Activity Summary**

Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
<b>HAIRE, TOMMY SCOTT</b> XXXX-XXXX-XXXX-4581				
1,500	0.00	0.00	912.21	912.21
<b>PIAWAH, BERNARD 0</b> XXXX-XXXX-XXXX-4168				
1,500	0.00	0.00	167.67	167.67
<b>SAPP, GLENN H</b> XXXX-XXXX-XXXX-2285				
1,500	23.82	0.00	797.44	773.62
<b>TAYLOR, GREG</b> XXXX-XXXX-XXXX-3558				
1,500	0.00	0.00	895.00	895.00
<b>TECHNOLOGY, INFORMATION</b> XXXX-XXXX-XXXX-8555				
1,500	0.00	0.00	583.80	583.80

**Transactions**

Posting Transaction	Date	Date	Description	Reference Number	MCC	Charge	Credit
<b>FL CITY OF QUINCY</b>							<b>Total Activity</b>
<b>Account Number: XXXX-XXXX-XXXX-5777</b>							<b>-\$8,226.94</b>
11/18	11/17		PAYMENT THANK YOU	AZ			8,226.94
				70000004321825000031895	0008		
<b>BELL, REGINALD</b>							<b>Total Activity</b>
<b>Account Number: XXXX-XXXX-XXXX-5834</b>							<b>985.30</b>
11/10	11/07		WARD INTERNATIONAL TRUCKS	800-846-9218 FL		164.70	
				24040534313980000053301	5511		
11/11	11/07		FOUR STAR FREIGHTLINER	850-7010163 FL		191.00	
				24695864314900011200051	7538		
11/14	11/13		LOWES #00716*	850-575-1435 FL		491.64	
				24692164317000455065669	5200		
11/17	11/13		FIRST CALL TRUCK PARTS	850-5759500 FL		119.86	
				24327434318131802265410	5533		
11/20	11/18		WARD INTERNATIONAL TRUCK	STALLAHASSEE FL		18.10	
				24040534323980000053333	5511		
<b>DEPARTMENT, CRA</b>							<b>Total Activity</b>
<b>Account Number: XXXX-XXXX-XXXX-4049</b>							<b>216.89</b>
11/21	11/20		PILOT Marianna	FL		44.22	
				24628014324000203636347	5542		
11/24	11/20		PENSKE TALLAHASSEE	TALLAHASSEE FL		155.26	
				24275304326622000310104	7513		
11/24	11/20		PENSKE TALLAHASSEE	TALLAHASSEE FL		17.41	
				24275304326622000310237	7513		
<b>DEPARTMENT, FINANCE</b>							<b>Total Activity</b>
<b>Account Number: XXXX-XXXX-XXXX-7227</b>							<b>1,703.79</b>
11/06	11/05		BARNES TIRE AND SERVICE	MARIANNA FL		1,550.50	
				24055234310200345900088	5532		
11/25	11/24		WINN-DIXIE #0184	QUINCY FL		153.29	
				24445004329000492764476	5411		
<b>EVANS, BESSIE</b>							<b>Total Activity</b>
<b>Account Number: XXXX-XXXX-XXXX-2696</b>							<b>99.00</b>
11/10	11/08		ZIPRECRUITER, INC.	877-252-1062 CA		99.00	
				24492154312603205624871	5045		
<b>HAIRE, TOMMY SCOTT</b>							<b>Total Activity</b>
<b>Account Number: XXXX-XXXX-XXXX-4581</b>							<b>912.21</b>
11/07	11/05		INTERNATIONAL ASSOCIAT	703-273-0911 VA		219.00	
				24412904310700031815470	8699		
11/07	11/05		INTERNATIONAL ASSOCIAT	703-273-0911 VA		219.00	
				24412904310700031815496	8699		
11/07	11/05		INTERNATIONAL ASSOCIAT	703-273-0911 VA		219.00	
				24412904310700031815488	8699		
11/07	11/05		INTERNATIONAL ASSOCIAT	703-273-0911 VA		219.00	
				24412904310700031815462	8699		
11/14	11/13		WM SUPERCENTER #488	QUINCY FL		27.34	
				24445004318400146748797	5411		
11/28	11/25		BELL AND BATES HOME	CEN TEQUINCY FL		8.87	
				24632694330100511143450	5251		
<b>PIAWAH, BERNARD 0</b>							<b>Total Activity</b>
<b>Account Number: XXXX-XXXX-XXXX-4168</b>							<b>167.67</b>
11/24	11/20		MYFLORIDACOUNTY.COM	877-3268689 FL		167.67	
				24121574325348159426641	9211		
<b>SAPP, GLENN H</b>							<b>Total Activity</b>
<b>Account Number: XXXX-XXXX-XXXX-2285</b>							<b>773.62</b>
11/14	11/13		AZAR'S UNIFORMS, INC	650-4021133 FL		257.00	
				24050804317900018118763	5137		
11/24	11/23		STAPLES DIRECT	800-3333330 CT		341.44	
				24164074327105216599779	5111		
11/26	11/25		STAPLES DIRECT	PUTNAM CT			23.82
				74164074329105000009533	5111		
12/04	12/03		GEOTRUST, INC.	866-436-8787 CA		199.00	
				24692164337000321241268	5734		
<b>TAYLOR, GREG</b>							<b>Total Activity</b>
<b>Account Number: XXXX-XXXX-XXXX-3558</b>							<b>895.00</b>
11/05	11/04		WAL-MART #0488	QUINCY FL		4.88	
				24226384308360222513908	5411		
11/10	11/07		LOWES #00716*	TALLAHASSEE FL		225.84	
				24692164311000717393426	5200		
11/11	11/10		WAL-MART #0488	QUINCY FL		51.18	
				24226384315091003648974	5411		
11/11	11/11		ADTSECURITY MYADT.COM	800-238-2455 FL		128.97	
				24692164315000349262730	7393		
11/11	11/11		ADTSECURITY MYADT.COM	800-238-2455 FL		187.02	
				24692164315000349262870	7393		
11/17	11/14		WAL-MART #0488	QUINCY FL		19.76	
				24226384319091000371121	5411		