

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, June 9, 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
June 9, 2015
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 05/26/2015 Regular Meeting
(Sylvia Hicks, City Clerk)

Proclamations

Public Hearings as scheduled or agended

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

Ordinances

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Resolutions

2. Resolution No. 1332-2015
Traffic Signal Maintenance Agreement
(Mike Wade, Interim City Manager, and Scott Shirley, City Attorney)

Reports by Boards and Committees

Reports, requests and communications by the City Manager

2. Power Supply Evaluations and Bid Award
(Mike Wade, Interim City Manager, Ed Wisser, Fred Wilson & Associates)
3. Second Reading of Ordinance No. 1068-2015
(Mike Wade, Interim City Manager, Scott Shirley, City Attorney and Bernard Piawah, Director of Building & Planning)
4. FDOT/City of Quincy – Off Systems Projects Road Improvements Maintenance Agreements
(Mike Wade, Interim City Manager, Scott Shirley, City Attorney)
5. 2015 Crime Status Update
(Mike Wade, Interim City Manager, Glenn Sapp, Interim Police Chief)

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

Comments

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

Comments from the audience

Adjournment

*Item(s) Not in Agenda Packet

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
MAY 26, 2015
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, May 26, 2015, with Mayor Commissioner Derrick D. Elias presiding and the following present:

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

Also Present:

Interim City Manager Mike Wade
City Attorney Scott Shirley
City Clerk Sylvia Hicks
Interim Police Chief Glenn Sapp
Fire Chief Scott Haire
Finance Director Ted Beason
Customer Service Supervisor Catherine Robinson
Building and Planning Bernard Piawah
Parks and Recreation Director Gregory Taylor
Interim Public Works Director Reginald Bell
CRA Manager Regina Davis
Building and Planning Administrative Assistant Betty Powell
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 Gay made a motion to approve the agenda. Commissioner McMillan seconded the motion. The ayes were unanimous. The vote was five to zero.

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meeting

Commissioner Gay made a motion to approve the minutes of the May 12, 2015, regular meeting with corrections if necessary. Commissioner Brown seconded the motion.

Mayor Elias asked that the "s" be removed from Pastor Kenneth Frame's name and the "n" be replaced with an "l" in Mrs. Verla Lawson Grady's name. The vote was five to zero. The ayes were unanimous.

Proclamations

Public Hearings as scheduled or agended

Public Opportunity to speak on Commission propositions – (Pursuant to Sec. 286-0114, Fla. Stat., and subject to the limitation of Sec.286.0114 (3(a), Fla. Stat.

Ordinances

Resolutions

Resolution No. 1331-2015 Adopting "Quincy Love" Poem

Commissioner Dowdell made a motion to approve Resolution No. 1331-2015 adopting "Quincy Love" as the official poem for the City of Quincy. Commissioner Brown seconded the motion. The vote was five to zero. The ayes were unanimous.

Reports by Boards and Committees

Reports, request and communications by the City Manager

Communities in School Agreement

Mayor Elias asked the hours of operation for the camp. Mr. Taylor, Park and Recreation Director stated the camp is Monday thru Thursday but on Thursday's they are on a field trip and the recreation is available on Thursdays and Friday's and from 1:00 pm to 3:00 p.m Monday thru Wednesday. Commissioner Dowdell made a motion to approve and authorize the Mayor to sign the agreement between the City of Quincy and Communities in School for the 2015 Summer Camp Program starting June 8th thru July 30th with an expiration date of September 30, 2015. Commissioner Gay seconded the motion. The ayes were Commissioners Brown, McMillan, Gay and Dowdell. Nay was Mayor Elias. The vote was four to one. The motion carried.

Small Communities Outreach Program – Martin Luther King Jr., Blvd Paving Project

Commissioner McMillan made a motion to approve and authorize the Mayor to sign both the Professional Service Agreement and the Task Order 2015-006 between the City of Quincy and Preble Rish, Inc. Commissioner Gay seconded the motion. The vote was five to zero. The ayes were unanimous.

Landfill Report

Mr. Piawah, Director of Building and Planning reported to the Commission the City closed Cell 9 on March 31, 2015 and the Department of Environmental Protection

certified Cell 9 as closed. On May 8, 2015, the DEP issued a new permit for the maintenance and long-term care of the Landfill (Cell 9 included). He stated under the new permit the City will conduct less monitoring compared to the situation under the old permit. The City will save approximately \$11,350.00 per year in landfill monitoring. Interim City Manager Mike Wade stated thanks to the efforts of Mr. Piawah the City saved approximately ½ million dollars and reduced the monitoring from 30 years to 11 years and is to be commended for his efforts.

Police and Fire Pension Report

Ted Beason Finance Director informed the Commission according the actuary regarding the Police and Fire Pension the City needs to pay \$110,302 for the FY 2013-204 and \$143,000 for this fiscal year. Commissioner Gay asked where the funds would come from. Mr. Beason stated that he can make the payment by the end of June from the cash flow. Commissioner McMillan stated that he sits on the Police and Fire Pension Board and they are requesting that they be allowed to opt back in to the fund and make it mandatory for all new police officers and firefighters to become members of the fund. Commissioner McMillan stated that the HR Director did not offer the plan to the new officers. Commissioner McMillan made a motion to allow the Finance Director to pay the City's portion of the plan. Commissioner Gay seconded the motion. The vote was five to zero. The ayes were unanimous.

Quincy Fire Department Monthly Reports – No comments

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

Comments

City Manager

Interim City Manager Mike Wade reported to the Commission the following:

- The four-way stop is still being evaluated and monitoring traffic by the Police Department. He stated he hopes to tie it in with the new paving on Martin Luther king Jr., Boulevard.
- GF& A Drive has been put on the two week rotation for maintenance and the ditches have been cleared.
- Need to budget for the maintenance of the ditches
- Informed the Commission that the Code Enforcement Officer will be here in the next two weeks.

- Tanyard Branch on 8th and Crawford the City received funded from the Florida Communities Trust and the City will have to get permission from the Department of Environmental Protection to do any clearing along the creek line.

Mayor Elias stated that we need to pick the litter up along GF & A Drive.

City Clerk - None

City Attorney

City Attorney Scott Shirley reported to the Commission due to the scheduling of the notice for lifting of the moratorium on mobile vending will be at the next meeting.

City Commission Members

Commissioner Dowdell had the following concerns:

- Thanked the Manager and Mr. Bell for providing the tent.
- Asked that the Police Department beef up security, the school year is ending especially on Florida Avenue. One of his constituents had their tire punctured.
- A Community Meeting is scheduled at the Skating Rink.
- Requested a report on Smart-grid.
- Thanked Mr. Wade for the update.

Commissioner Gay had the following concerns:

- The City's Web site needs some attention he tried to retrieve the agenda from web and couldn't.
- Appreciate Chief Sapp and Quincy Police Department for the efforts on controlling speeding along King Street and he hope that we can dedicate one full time officer that does traffic.
- Request that staff explore the option of the feasibility of reducing the speed limit on King Street from 30 mph to 25 mph.
- He received good feedback from the Bike Race and Mr. Patel stated that his hotel was full as well as West End Grille and the restaurant at the lake. He would like to see how much this event cost the City.
- Asked if the Audit is going to be ready June 30th and requested that the Auditor be here at the next meeting.
- He attended a public hearing for the multi-use pathway at the Bill McGill Library and is seeking support from the Commission to encourage Florida Department of Transportation to look at Corry Street East and how this will affect six pieces of property that the State is taking and the environmental impact and water issues on King Street.
- Met with Senator Munford on the multi-use pathway issues to address some of the concerns.

Commissioner Brown thanked the Manager for the update.

Commissioner McMillan had the following concerns:

- Commissioner McMillan appreciates the efforts of staff.
- Trucks are not using the bypass and are speeding along King Street.
- Hillcrest Cemetery needs trimming.
- Litter along the right-of-way on Fletcher Drive.
- Appreciates getting a Code Enforcement Officer and asked for clarification on what is and what is not code enforcement, i.e. someone cuts the yard and leaves two inches of pine straw on the roof.
- Workshop on mobile vending
- Thanked staff for everything they have done for the year he has been here.

Comments from the audience

Freida Bass-Prieto of 329 East King Street came before the Commission regarding the multi-use pathway that has been the planning stage for two years and this is the first public hearing that DOT has had. She stated that the pathway is not congruent with the City of Quincy, we have historic homes and the two do not go well together. She stated that if the path is completed it would be eleven feet from her front door and the path will end just past her property. Ms. Bass-Prieto asked how many of our customers have utilities in other people name.

Denise Pouncy-Hannah of 714 South 9th Street came before the Commission regarding the gates being locked at the amphitheater. She also informed the Commission that 4th Street floods it maybe because of the storm drain.

Mayor Elias concerns:

- He stated that he is displeased with the services with Comcast and stated that they informed him that they have not received any complaints from this area and therefore they won't be making any changes if they don't have any complaints.
- He asked the Commission to get their projects in to the Manager prior to the budgeting process.
- He received an email from the PBA Representative regarding the way the increases were given out to the Police Officers and they are going to file an unfair labor practice against the City.
- The Website needs working on and he spoke with Mr. Southerland he needs a piece of equipment in order for the citizens to view the meeting on the internet.
- Asked when are the restrooms at the track field unlocked. Mr. Taylor stated at 8:00. Mayor Elias stated people are complaining they are out walking earlier. The Manager stated he would follow up.
- Mayor Elias asked the Commission what we are going to do about the City Manager's position. Re-advertise, see if the applicants are still interested, or hire Mr. Wade. Commissioner Dowdell asked what ever happened to the names that were given to Human Resources he still wants to pursue that avenue with the name he presented. He stated we need a workshop/special meeting.

Commissioner Brown stated that he has been waiting on the list from HR but he don't have a problem with hiring Mr. Wade, he is doing a good job. Commissioner Gay stated that he is satisfied with what we have now. Commissioner McMillan stated that we are in a better position now than before, we are getting our financial back on track. He is against re-advertising. He has asked Mr. Wade to reconsider and take the position.

- When HR returns we need to contact the four individuals to set up interviews.

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

APPROVED:

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

ATTEST:

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

RESOLUTION No.1332-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF QUINCY AUTHORIZING AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE AND COMPENSATION OF CERTAIN TRAFFIC SIGNALS ON THE STATE HIGHWAY SYSTEM.

WHEREAS, it is determined to be in the public's interest for the City of Quincy to continue to maintain the traffic signal intersections in the City of Quincy service territory; and

WHEREAS, the proper maintenance of the traffic signals under the Florida Department of Transportation jurisdiction within the City of Quincy service territory enhances community safety.

NOW, THEREFORE, BE ADOPTED AND RESOLVED, by the City Commission of the City of Quincy, Florida, that;

The Commission enters into the proposed Traffic Signal Maintenance and Compensation Agreement for maintenance by the City of traffic signals under the Florida Department of Transportation jurisdiction. The Mayor is hereby authorized to execute such agreement on behalf of the City and City staff is authorized to take such actions and to prepare and execute such additional documents as are necessary to comply with the terms of the Agreement.

PASSED AND ADOPTED by the City Commission of the City of Quincy, Florida, this ____ DAY of June 2015.

BY:

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

ATTEST:

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

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: June 9, 2015

Date submitted: June 4, 2015

To: Honorable Mayor and Members of the City Commission

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

Subject: Resolution 1332-2015 - FDOT/City of Quincy – Traffic Signal Agreement

Statement of Issue:

The State of Florida Department of Transportation (FDOT) is proposing a revised Traffic Signal Maintenance and Compensation Agreement.

Analysis:

In September 2002 the City and FDOT entered into an agreement whereas the city would be responsible for the maintenance of traffic signals on the State Highway System and FDOT would pay the city an annual compensation for the cost of the maintenance. Maintenance requirements include electricity usage, bulb replacement, controller repairs and replacement, traffic loop repair and replacement, all wiring, and signal head maintenance as required. In April 2014 FDOT sent out a proposed new agreement in which a number of maintaining agencies opted not to sign. The City opted to not sign the proposed agreement and to continue operating under the existing agreement. As a result of the feedback received by FDOT they held several meetings and are now proposing a Phase II agreement. One of significant changes to the agreement which is favorable to the City is that the annual compensation has changed from slightly over \$20,000 per year to more than \$43,000 per year. Another item that was changed and/or clarified is that FDOT will compensate the maintaining agency for the damage repair cost and replacement of mast arm structures.

The agreement was reviewed by City Staff and the City Attorney, and the recommendation is to approve Resolution 1332-2015 for the City to enter into the Traffic Signal Maintenance and Compensation Agreement with FDOT.

OPTIONS:

Option 1: Approval of Resolution No. 1332-2015 for City to enter into the Traffic Signal Maintenance and Compensation Agreement and authorizing the Mayor to execute the agreement on behalf of the City.

Option 2: Do not approve Resolution 1332-2015

STAFF RECOMMENDATION:

Option 1.

Attachments:

1. Approved Phase II TSMA
2. Exhibit A
3. Draft Phase II with mark-ups

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, _____ ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

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19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

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- 25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
- 26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
- 27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
- 28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
- 29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
- 30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
- 31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
- 32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
- 33. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 34. Exhibits A, B, and C are attached and incorporated by reference.
- 35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

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Exhibit A

Compensation for Maintaining Traffic Signals and all other Devices for FY										
Effective Date: from _____ to _____										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
Total Lump Sum Amount*										

*Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$_____.

 Maintaining Agency Date

 District Traffic Operations Engineer Date

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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: 07/01/2015 06/30/2016

Maintaining Agency: CITY OF QUINCY CONTRACT #:

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
001	SR 10 @ CLEVELAND ST	Yes	\$3,040.00	100.00%	\$3,040.00
002	SR 10 @ SR 267 (PAT THOMAS PKWY)	Yes	\$3,040.00	100.00%	\$3,040.00
003	SR 10 @ STEWERT ST	Yes	\$3,040.00	100.00%	\$3,040.00
004	SR 10 @ JACKSON ST	Yes	\$3,040.00	100.00%	\$3,040.00
005	SR 10 @ MONROE ST	Yes	\$3,040.00	100.00%	\$3,040.00
006	SR 10 @ ADAMS ST/SR 267 N	Yes	\$3,040.00	100.00%	\$3,040.00
007	SR 10 @ MADISON AVE/SR 12 N	Yes	\$3,040.00	100.00%	\$3,040.00
008	SR 10 @ DUVAL ST	Yes	\$3,040.00	100.00%	\$3,040.00
009	SR 267 @ CR 274 (ML KING BLVD)	Yes	\$3,040.00	100.00%	\$3,040.00
010	SR 12 @ E KING ST	Yes	\$3,040.00	100.00%	\$3,040.00
011	SR 267 @ E KING ST/W KING ST	Yes	\$3,040.00	100.00%	\$3,040.00
012	SR 12 @ E WASHINGTON ST	Yes	\$3,040.00	100.00%	\$3,040.00
013	SR 267 @ E WASHINGTON ST	Yes	\$3,040.00	100.00%	\$3,040.00
014	SR 10 (US 90) SR 269 (Quincy Bypass)	Yes	\$3,040.00	100.00%	\$3,040.00
015	SCHOOL ZONE	Yes	\$608.00	100.00%	\$608.00

Grand Total

\$43,168.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of: \$43,168.00

Maintaining Agency Date

District Traffic Operations Engineer Date

Printed or Typed Name/Title

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), made and is entered into this _____ day of _____, _____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, a political subdivision of the State of Florida herein called the ("Maintaining Agency").

WITNESSED WITNESSETH:

A. ~~WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;~~

B. ~~WHEREAS, the Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency;~~

NOW, THEREFORE, in consideration of the ~~premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration in the Agreement~~, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, ~~interconnected and monitored traffic signals (IMTS, defined as signals that are interconnected with telecommunications and are monitored at a central location)~~, traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), ~~and control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays.~~ The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of ~~their installation of each signal or device.~~ All traffic signals and control devices mentioned in this paragraph ~~shall hereafter be referred to in this Agreement as "Traffic Signals and Devices/Devices".~~
2. The Department agrees to pay ~~to the Maintaining Agency,~~ an annual compensation amount based on the Department's fiscal year. ~~for the~~ The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. ~~Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items.~~ In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of ~~said these~~ Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency ~~shall will~~ have the opportunity to inspect and request modifications/ or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications/ or corrections comply with the contract Agreement and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities ~~shall~~ include, but are not be limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning, ; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti issues, graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement,

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preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles and controller cabinet must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies), the Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to mast arms. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. The Maintaining Agency will not be responsible for pursuing reimbursements but shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting, repainting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month beyond a 3090-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the yearly compensation amount for traffic signal maintenance will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will participate fund in the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will stand control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of useful its life of mast arms will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

5. The Maintaining Agency shall be responsible for basic maintenance functions such as replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; and all signal-related issues (lighting, signs and connections).
7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup uninterruptible power supply (UPS) cabinet assemblies, and for strain pole repair or replacement. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies), the Department's Risk Management division will pursue reimbursements from individuals and/or the third parties who cause damages to the cabinet assemblies or strain poles and are liable for replacement/repair costs.
- 6.8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall not only make any permanent modifications and/or equipment replacements and only if unless the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
- 7.a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining

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Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing ~~and~~/or phasing, implementation of such modifications ~~shall~~will be coordinated with, or made by, the Maintaining Agency.

- ~~8-9.~~ The Maintaining Agency shall note in the maintenance log any ~~time/phasing~~ changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
- ~~9-10.~~ The Maintaining Agency and the Department ~~will shall develop update Exhibit A on an annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein basis which Exhibit A is attached to and incorporated in this Agreement.~~ Exhibit A ~~shall will~~ contain all Traffic Signals and Devices on the State Highway System, ~~applicable to which are within~~ the jurisdiction of the Maintaining ~~Entity~~Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications ~~will may~~ be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year ~~shall must~~ be maintained and operated by the Maintaining Agency upon ~~the~~ Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department ~~shall update Exhibit A,~~ preceding each fiscal year, ~~shall develop and execute a new Exhibit A,~~ which ~~shall will include will include~~ all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency ~~shall will~~ begin receiving compensation for new ~~Department's~~ Traffic Signals and Devices in the ~~next~~ fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the previous fiscal year a statement to this effect should be included. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) detailed as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as ~~set forth detailed~~ in Exhibit B, attached to and incorporated in this Agreement made a part hereof.
- ~~a.~~ ~~Payment shall be made only after receipt and approval of service.~~
11. Payment ~~shall will~~ be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- ~~b.~~
- ~~c.~~ ~~Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.~~
14. ~~M~~The Maintaining Agency ~~providing goods and services to the Department~~ should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than Upon receipt, the Department has ~~five (5) twenty (20)~~ working days ~~to inspect and approve the goods and services, unless the Agreement specifies otherwise.~~ The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- 2-15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section ~~55.03(1), 215.422,~~ Florida Statutes, ~~shall will~~ be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar ~~shall will~~ not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors ~~shall will~~ result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors ~~or~~ vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining

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Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

3.

4-20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

5-21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6-22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation ~~shall~~ will be cause for unilateral cancellation of this Agreement.

~~7. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:~~

~~(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.~~

8-23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department ~~shall have~~ has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report on April 1 of each year detailing the following:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

40.a.

~~a. Critical~~ Detection device malfunctions: Critical detection is defined as the detection on side streets and along the left turn movement lanes on the main streets, and all pedestrian/bicycle detection. ~~Repairs to the side street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have 90 days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period. until the repairs are made For every month beyond the 60 day repair time allotment, 1/12th of the yearly compensation amount for traffic signal maintenance will be forfeited.~~

~~a. Critical detection is defined as the detection on side streets and along the left turn movement on the main streets.~~

b. Traffic signal Preventative maintenance inspections. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. The test process shall include the placing of the intersection in flash mode, removal and testing of the unit at intersection and retuning the unit to the cabinet if the test is a pass; if the test fails, the unit shall be replaced or immediately repaired and the intersection shall be returned to normal operation. Each test should be documented and included in the annual report for review by the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount will be forfeited.

c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

~~b.~~ In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

~~9-25.~~ The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

~~40-26.~~ This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

~~44-27.~~ The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall will be grounds for immediate unilateral cancellation of this Agreement by the Department.

~~42-28.~~ This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

~~43-29.~~ This term of this Agreement is twenty (20) years. If either party desires to cancel this Agreement prior to the expiration of the term of this Agreement, shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto. However, if the Maintaining Agency intends desires to cancel the terms of this Agreement, a minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. Such a written notice of cancellation shall be endorsed by the elected body (County Commission or, City Council, or local agency governing body) under which the Agency operates.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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~~The minimum period of two years and remaining months in the fiscal year are prescribed to ensure that the Department can prepare to take over the signal maintenance in the said jurisdiction and to have appropriate contracts in place to perform the signal maintenance functions.~~

- 30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
- 31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
- 32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
- 33. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

14.34. Exhibits A, B and C are attached and incorporated by reference.

45.35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
(Maintaining Agency)

By _____ By _____
(Authorized Signature) (Authorized Signature)

Print/Type Name: _____ Print/Type Name: _____

Title: _____ Title: _____

Attest: _____ Legal Review: _____

Attorney: _____ Date: _____

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
(Maintaining Agency)

By _____ By _____
: (Authorized Signature) (Authorized Signature)

Print/Type Name: _____ Print/Type Name: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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<u>Total Lump Sum Amount*</u>		
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Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY _____

Effective Date: _____ To: _____

Maintaining Agency: _____

Intersection Locations	Agency Responsible for Periodic Maintenance (FDOT or Maintaining Agency)	Compensation (Yes or No)	Traffic Signal (TS) or Interconnected & Monitored Traffic Signal (IMTS) or Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency / Fire Dept. Signal (FDS)	Speed Activated Warning Displays (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate x Percent)
Total Lump Sum										\$0.00

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$0.00.

 Maintaining Agency

 Date

 District Traffic Operations Engineer

 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and ~~Method~~ method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are ~~not controlled~~ not monitored by at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored by at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect from beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts. ~~The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.~~

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

<u>FY</u>	<u>Traffic Signals (TS)</u>	<u>Traffic Signal - Interconnected & monitored (IMTS)</u>	<u>Intersection Control Beacon (ICB)</u>	<u>Pedestrian Flashing Beacon (PFB)</u>	<u>Emergency Fire Dept. Signal (FDS)</u>	<u>Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)</u>	<u>Traffic Warning Beacon (TWB)</u>	<u>Travel Time Detector</u>	<u>Uninterruptible Power Supplies (UPS)</u>
<u>2014-15*</u>	<u>\$2,951</u>		<u>\$738</u>	<u>\$295</u>	<u>\$738</u>	<u>\$148</u>	<u>\$148</u>		
<u>2015-16</u>	<u>\$ 3,040</u>	<u>-</u>	<u>\$ 760</u>	<u>\$ 608</u>	<u>\$ 1,064</u>	<u>\$ 304</u>	<u>\$ 304</u>	<u>-</u>	<u>-</u>
<u>2016-17</u>	<u>3,131</u>	<u>4,500</u>	<u>\$ 783</u>	<u>626</u>	<u>1,096</u>	<u>313</u>	<u>313</u>	<u>\$ 100</u>	<u>\$ 100</u>
<u>2017-18</u>	<u>Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.</u>								
<u>2018-19</u>	<u>Based on the CPI, the 2017-18 compensation amounts will be revised upwards.</u>								
<u>2019-20</u>	<u>Based on the CPI, the 2018-19 compensation amounts will be revised upwards.</u>								

*Compensation pro-rata based on intersection approaches or legs on State Highway System. Unit Rates per 100% State Intersections

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

FY	Speed					or Blank Out Sign (BOS)
	Intersection Traffic Control Signals (TS)	Pedestrian Flashing Beacon (ICB)	Emergency Fire/Dept. Beacon (PFB)	Activated Warning Signal (FDS)	Traffic Warning Displays (SAWD)	
	(0.25*TS)	(0.10*TS)	(0.25*TS)	(0.05*TS)	(0.05*TS)	
11-12	\$2,701	\$675				
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131*	\$783	\$313	783	\$157	\$157**

Based on the Consumer Price Index (CPI), The the Unit Rate for the following each fiscal year is 3% more than the Unit Rate for the previous fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: June 9, 2015

Date submitted: June 4, 2015

To: Honorable Mayor and Members of the City Commission

From: Mike Wade, Interim City Manager
Ed Wisser, Fred Wilson & Associates

Subject: Power Supply Evaluations and Bid Award

Statement of Issue:

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

Analysis:

The City, with the assistance of Fred Wilson & Associates (FW&A), issued a request for proposal (RFP) for power supply in March of this year with an opening date of April 23, 2015. There were eight respondents to the RFP. FW&A reviewed and performed extensive evaluations on the proposals. Staff has discussed the evaluation of the proposals with FW&A and agrees with the recommendations as detailed in the attached memorandum. Staff is recommending that the commission accept the recommendations of FW&A and authorize negotiations for power supply and transmission service.

OPTIONS:

- Option 1: Approve the following recommendations from Fred Wilson & Associates for the power supply evaluation:
- Accept the FW&A Recommendations Memorandum and its Attachments as presented.
 - Approve the recommendation to award Bid No. COQ-03-12-15-00 to FPL for their 5- year proposal term

- Direct City Staff to negotiate the necessary contracts for power supply and transmission service, and bring them back to the Commission for final approval.
- Give the City manager authority to execute the simple agreements required to initiate transmission system studies.

Option 2: Do not approve the FW&A recommendations

STAFF RECOMMENDATION:

Option 1

Attachment:

1. June 3, 2015 FW&A Memorandum
2. January 13, 2015 Minutes
3. 6 Month Florida Electric Bill Comparisons



Fred Wilson & Associates, Inc.
Consulting Engineers

MEMORANDUM

DATE: June 3, 2015
FILE NO: 1401-2

TO: City Commission
City of Quincy, Florida

FROM: Ed Wisser

RE: COQ-03-12-15-00 Evaluation / Recommendations
Power Supply Request for Proposals

GENERAL:

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. Rates would have increased immediately by approximately 16% on January 1, 2016, followed by two years at approximately 7% increase per year.

On January 13, 2015, the City Commission provided direction to Staff and to FW&A with respect to wholesale Power Supply for the City's electric utility. We then reviewed existing agreements, gathered and processed monthly historical load data, prepared a draft Request for Proposals (RFP) document, incorporated comments from City Staff, and issued a final version on March 16, 2015.

The City formally advertised the RFP with an opening date of April 23, 2015. The City received eight proposal packages which were forwarded to us for analysis. We clarified some points with many of the Respondents during our analysis process. A brief summary of the proposals is as follows (in alphabetical order).

Constellation / Exelon Generation Company, LLC (CNST)

The CNST proposal is for a term of 5 years. The proposal is for capacity pricing plus fixed energy pricing, with no fuel adjustment. CNST capacity charges apply to a 12-month "ratchet" amount rather than the monthly peak.

Duke Energy Florida (DEF)

The DEF proposal covers a contract term of 3 to 5 years. The proposal is for typical wholesale pricing (capacity plus non-fuel energy plus system average fuel). DEF is the successor to Progress Energy Florida, the City's previous incumbent provider through 2010.

Florida Municipal Power Agency (FMPA)

The FMPA proposal is for a term of 5 years. The proposal is for typical wholesale pricing (capacity plus non-fuel energy plus system average fuel). FMPA capacity charges apply to an annual "ratchet" amount rather than the monthly peak. Fuel charges include an 8% mark-up factor. FMPA is the incumbent provider.



Fred Wilson & Associates, Inc.
Consulting Engineers

MEMORANDUM

Florida Power & Light Company (FPL)

The FPL proposal covers a contract term of 3 years up to 10 years. The proposal is for typical wholesale pricing (capacity plus non-fuel energy plus system average fuel). FPL fuel energy charges are proposed to include both On-Peak and Off-Peak components.

Gainesville Regional Utilities (GRU)

The GRU proposal includes a Base Bid for a term of 5 years, and three Alternates covering up to 8 years. The Base Bid proposal is for non-fuel energy pricing plus system average fuel, with no capacity charge. Two of the GRU Alternates include 2 to 3 years of fixed fuel pricing.

Seminole Electric Cooperative, Inc. (SEM)

The SEM proposal covers a contract term of 5 years, or an Alternate of 5 years 5 months. The proposal is for typical wholesale pricing (capacity plus non-fuel energy plus system average fuel).

Tallahassee, City of (TAL)

The TAL proposal covers a contract term of 3 years. We could have declared this as non-responsive to the terms of the RFP, but decided to include TAL in the initial analysis since the Bid Form instructions could be subject to other interpretation. TAL offers unique fuel energy pricing by tying it to a natural gas price index.

Tampa Electric Company (TEC)

The TEC proposal includes a Base Bid for a term of 5 years, and an Alternate covering 3 years. TEC offers unique fuel energy pricing by limiting the calculation to their natural gas “intermediate resources”.

Approximate fuel mix, as provided by the Respondents, is as follows:

Respondent	Nuclear	Coal	Natural Gas	2 or 6 Oil	Solar	Purchased
CNST	--	--	100	--	--	--
DEF (2015)	--	20.7	61.5	0.1	--	17.7
FMPA	--	17.3	82.2	--	0.5	--
FPL	22.5	2.5	69.9	0.1	0.5	4.5
GRU	--	50	18	--	--	32
SEM	--	60	19	--	--	21
TAL	--	--	100	--	--	--
TEC	--	--	100	--	--	included

ANALYSIS:

The overall financial analysis was performed by FW&A. For the fuel cost forecast portion, we were assisted by Bill Herrington (of WHH Enterprises, acting as sub-consultant to FW&A).

One step in the financial analysis was to prepare forecasts of capacity and energy usage on a monthly basis, properly recognizing the City’s SEPA resource (which is not affected by this RFP). Capacity forecasts had to take into account the differences in how capacity charges are applied (we can discuss this in further depth if desired). We also prepared a forecast of fuel pricing for each Respondent. A more detailed discussion of the approach taken by WHH in the fuel cost forecast is provided as an Attachment to this Memorandum.



Fred Wilson & Associates, Inc.
Consulting Engineers

MEMORANDUM

The next step in the financial analysis was to apply the monthly forecasts of capacity and energy usage and of fuel costs to the 5-year contract scenarios and some of the 3-year Alternates. Anticipated costs of transmission were also modeled and included. A Summary of the results of the financial analysis is provided as an Attachment to this Memorandum. This reduced our consideration to the proposals of DEF, FPL and SEM as the three "Finalists".

The final step in the financial analysis was to prepare a comparison of what wholesale power costs for the City would have been during a recent 12-month period (calendar year 2014) under the Finalists. We again had to account for slight differences in how capacity charges are applied. We solicited and received "buy-in" that our interpretation of how their costs would have applied to the 12-month period was correct.

RESULTS:

Our analysis indicates that the proposal of FPL is likely to result in about 4.0% lower wholesale power costs than DEF for the contract term. The costs for DEF and FPL evaluated as nearly equal for 2020. The proposal of SEM was next lowest, at about 6% higher than FPL. Sensitivities in Fuel mix and Fuel price forecasts could provide some swing in the results of the analysis. However, these sensitivities are a relatively minor factor since the natural gas portion of the fuel mixes of DEF and FPL are similar.

The proposals of CNST and FMPA evaluated as the highest, with GRU and TEC in-between. The proposal of TAL evaluated as the highest of the 3-year Alternatives.

The proposals of the Finalists have associated "pros" and "cons" beyond evaluated pricing. Many of these are also discussed in the WHH Attachment. The issues we have identified to be relevant are as follows):

Duke Energy Florida (DEF)

- DEF was the incumbent provider through 2010, has a long history with the City, and is the Transmission Provider for delivery of all wholesale purchases, including SEPA.
- DEF rates are essentially level. This would provide more stable rates over the contract period.
- DEF has slightly less exposure to natural gas volatility, but higher regulatory exposure from coal.
- DEF has more uncertainty in generation heat rates.

Florida Power & Light Company (FPL)

- The FPL generation fleet is larger, providing more price stability
- FPL Capacity charges increase each year, so rates increase slightly each year. This could provide the City with an incentive to find and implement ways to control demand.
- The FPL time-differentiated Fuel Energy charges would allow the City the option of passing along a differential charge through their smart grid program, if desired.
- It would potentially take longer to implement Transmission service for an FPL contract.

Seminole Electric Cooperative, Inc. (SEM)

- SEM has much less exposure to natural gas volatility, but much higher regulatory exposure from coal.
- SEM non-fuel rates are level. This would provide more stable rates over the contract period.
- SEM transmission charges are not billed separately. DEF transmission charges would be similar to the present FMPA arrangement.



Fred Wilson & Associates, Inc.
Consulting Engineers

MEMORANDUM

There will also be some up-front costs associated with changing power suppliers. Regardless of who is selected, a new agreement for Network Integration Transmission Service (NITS) with DEF will be required, as they are the transmission owner. One of those costs will be for DEF to perform system studies as part of the NITS application, on the order of \$5,000. A contract with FPL will also require a NITS agreement with FPL, along with its associated costs, on the order of \$10,000. Also, while it is theoretically possible for the City to be asked to pay for transmission system improvements as a result of the system studies and the new contracts, we do not believe this is likely.

RECOMMENDATIONS:

1. On the basis of the above, we recommend immediately entering into contract negotiations with FPL based on their 5-year proposal.
2. We recommend requesting 5-year NITS agreements from both DEF and FPL, to match the power supply term, with assistance from FPL as to the specifics of ancillary services that will be required.
3. Of course the various agreements will require attorney review. If the City Attorney believes that assistance from outside counsel will be necessary, we recommend that such arrangements be made as soon as possible, so that the legal representative can be engaged in the process as early as possible.
4. There will be short, simple, legal agreements with DEF and FPL to authorize the NITS system studies. We recommend giving the City Manager the authority to execute these specific agreements, without the time delay introduced by Commission review and action.
5. If negotiations fail, or there is a failure to obtain necessary approvals, we recommend switching the negotiation effort to DEF.

COMMISSION ACTION:

As time is of the essence in securing transmission service and commencing detailed contract discussions with the selected Respondent, FW&A requests the following action from the City Commission:

- Accept the FW&A Recommendations Memorandum and its Attachments as presented;
- Approve the recommendation to award Bid No. COQ-03-12-15-00 to FPL for their 5-year proposal term;
- Direct City staff to negotiate the necessary contracts for power supply and transmission service, and bring them back to the Commission for final approval; and
- Give the City Manager authority to execute the simple agreements required to initiate transmission system studies.



Fred Wilson & Associates, Inc.
Consulting Engineers

MEMORANDUM

We look forward to continuing to assist the City in this effort.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'C. Edward Wisser'. The signature is fluid and cursive, written over a horizontal line.

C. Edward Wisser, PE

ATTACHMENTS

COPY TO: Mike Wade
Master File
Job File

SUMMARY
June 1, 2015

Simulated 12-mo (Note 1)									
Respondent:		DEF	FMPA actual	FPL		SEC			
Power Supplier Cost		\$5,593,584	\$4,895,570	\$4,557,723		\$4,898,515			
Average Fuel \$/kWh		\$0.04623	\$0.03889	\$0.03290		\$0.04078			
DUK Transm Cost		\$447,170	\$437,090	\$437,090		\$437,090			
Supplier Transm Cost		n/a	included	\$331,544		included			
Total Wholesale Cost		\$6,040,754	\$5,332,659	\$5,326,357		\$5,335,605			
\$ per Metered kWh		\$0.06901	\$0.06092	\$0.06085		\$0.06095			

Simulated Power Supply Cost (Note 1)									
Year	CNST	DEF	FMPA	FPL	GRU	SEC	TAL	TEC (alt)	TEC
2016	\$5,633,852	\$5,093,402	\$5,286,064	\$4,744,058	\$5,979,783	\$5,108,798	\$5,076,493	\$4,998,261	\$5,350,524
2017	\$5,922,697	\$5,205,047	\$5,951,715	\$4,918,172	\$6,247,510	\$5,326,064	\$5,342,333	\$5,243,965	\$5,601,633
2018	\$6,184,142	\$5,411,324	\$6,606,163	\$5,189,544	\$6,622,463	\$5,496,407	\$5,607,859	\$5,406,958	\$5,770,083
2019	\$6,463,511	\$5,646,234	\$7,311,949	\$5,478,787	\$6,930,685	\$5,755,053			\$5,955,000
2020	\$6,695,931	\$5,788,463	\$8,005,353	\$5,779,323	\$7,035,003	\$5,983,428			\$6,135,736
2016-2018 Total		\$15,709,774		\$14,851,774			\$16,026,684	\$15,649,183	
Difference %		5.8%		0%				5.4%	
2016-2020 Total	\$30,900,132	\$27,144,470	\$33,161,244	\$26,109,884	\$32,815,444	\$27,669,750			\$28,812,977
Difference %		4.0%		0%		6.0%			

Simulated All-In Cost per Metered kWh									
Year	CNST	DEF	FMPA	FPL	GRU	SEC	TAL	TEC (alt)	TEC
2016	\$0.06393	\$0.05780	\$0.05998	\$0.05383	\$0.06786	\$0.05797	\$0.05761	\$0.05672	\$0.06071
2017	\$0.06619	\$0.05817	\$0.06652	\$0.05497	\$0.06982	\$0.05952	\$0.05971	\$0.05861	\$0.06260
2018	\$0.06808	\$0.05957	\$0.07272	\$0.05713	\$0.07290	\$0.06051	\$0.06173	\$0.05952	\$0.06352
2019	\$0.07009	\$0.06123	\$0.07929	\$0.05941	\$0.07515	\$0.06241			\$0.06457
2020	\$0.07153	\$0.06183	\$0.08552	\$0.06174	\$0.07515	\$0.06392			\$0.06554
2016-2018 Avg		\$0.05852		\$0.05533			\$0.05970	\$0.05830	
Difference \$/MWh		\$3.20		\$0.00				\$2.97	
2016-2020 Avg	\$0.06802	\$0.05975	\$0.07300	\$0.05748	\$0.07224	\$0.06091			\$0.06343
Difference \$/MWh		\$2.28		\$0.00		\$3.43			

Notes:

1. Power supply cost excludes costs associated with the SEPA resource, which are governed separately

SUMMARY
June 1, 2015

Fuel Forecast Before Losses, from WHH 5/29/15 (\$/MWh)								
Year	CNST	DEF	FMPA	FPL	GRU	SEC	TAL	TEC
2016	\$51.56	\$34.94	\$34.22	\$25.46	\$42.64	\$37.90	\$35.19	\$35.85
2017	\$53.62	\$36.11	\$36.21	\$26.23	\$44.43	\$39.26	\$37.10	\$37.45
2018	\$55.30	\$37.31	\$37.87	\$27.56	\$46.91	\$40.05	\$38.93	\$38.10
2019	\$57.10	\$38.76	\$39.88	\$29.00	\$48.57	\$41.74		\$38.88
2020	\$58.33	\$39.17	\$41.55	\$29.94	\$47.99	\$43.04		\$39.57
2021				\$31.29	\$49.16			
2022				\$32.64	\$50.57			
2023				\$34.19	\$52.11			

Note 2

Note 3

- 2. Constellation price is an all-in energy price, not just fuel
- 3. Tallahassee did not submit a 5-year base bid

WHH ENTERPRISES

107 Island Drive
Howey-in-the-Hills, FL 34737

Tel: 407-579-4794
Email: whhenterprises@earthlink.net

May 21, 2015

Mr. Ed Wisser, PE
Fred Wilson & Associates
3970 Hendricks Avenue
Jacksonville, FL 32207

Re: Evaluation of Fuel Energy Prices in 2015 BPS Proposals to Quincy

Dear Ed:

WHH Enterprises (WHH) was retained by Fred Wilson & Associates (FW&A) to evaluate the fuel energy prices included in proposals to the City of Quincy for bulk power supply commencing in 2016. Since in general, fuel energy prices paid by the City of Quincy will be based on the actual cost of fuel each month during the term of contract and not based on the forecasted price included in each proposal, it is important that each proposal is evaluated against a consistent forecast of fuel prices.

Quincy received proposals from Constellation (CNST), Duke Energy Florida (DEF), Florida Municipal Power Agency (FMPA), Florida Power and Light (FPL), Gainesville Regional Utilities GRU), Seminole Electric Cooperative (SEM), the City of Tallahassee (TAL) and Tampa Electric Company (TEC).

The primary fuels proposed by the respondents were nuclear, coal and natural gas. Other fuels proposed by the respondents include No. 6 residual oil, No. 2 oil, and renewables. However in each case the percentage of these fuels in the overall fuel mix of the respondent was so low (less than 0.5 percent), WHH did not independently review the pricing of these fuels as it did not have a material impact on the evaluation.

In the case of nuclear and coal energy prices, WHH reviewed the recent actual fuel energy prices for all respondents for which data is publicly available. In every case, WHH concluded that the fuel energy prices developed in the above analysis is consistent with recent actual fuel energy prices.

Natural gas is the dominate fuel proposed by most respondents. The percentage of natural gas in the fuel mix of the respondents varied from a low of about 18 percent (GRU and SEM) to 100 percent (TAL). Interestingly, both CNST and GRU in an alternate proposal, proposed fixed fuel energy pricing independent of fuel indexes or

actual fuel costs. These fixed energy price proposals were for five years in the case of CNST and three years for GRU.

Also, it was apparent that the respondents used different price forecasts for natural gas. For example, DEF proposed energy prices for the natural gas component of their fuel mix that essentially did not vary over the proposed five period. Whereas FPL proposed energy prices for the natural gas component of their fuel mix that increased on average 8 percent per year over the same five year period.

WHH developed the following price forecast for the commodity component of natural gas to be used in this analysis. This forecast is a composite of recent gas forecasts developed by various industry participants. WHH did not forecast beyond 2023 as only one respondent proposed bulk power supply beyond 2023.

Table 1
WHH Forecast of Natural Gas Commodity Price

Year	Commodity Gas Cost \$/M²BTU
2016	\$3.29
2017	\$3.49
2018	\$3.68
2019	\$3.91
2020	\$4.07
2021	\$4.27
2022	\$4.49
2023	\$4.70

The current commodity price for natural gas is about \$2.90 per M²BTU. The natural gas price forecast used in this analysis is slightly higher than current futures prices for 2016 and 2017. WHH does not rely on NYMEX natural gas futures prices beyond two years due to low outstanding contract volumes. Prices beyond the first two years escalate at about 5 percent per year which is generally consistent other industry forecasts.

The average annual price of the fuel component of energy prices as developed by WHH using consistent assumptions for the commodity price of natural gas is presented on the next page. Note that the above table reflects only the fuel energy charge proposed by each bidder. Additional bulk power costs include the demand charge based on the peak demand for bulk power used each month and a non-fuel energy charge which is based on the amount of energy delivered to the City each month.

Table 2
WHH Forecast of Respondents Fuel Energy Charges Adjusted for Transmission Losses

Year	2016	2017	2018	2019	2020	Average
FPL	\$26.29	\$27.09	\$28.46	\$29.95	\$30.92	\$28.54
TAL	\$35.67	\$37.60	\$39.46	(1)	(1)	\$37.58
DEF	\$35.41	\$36.60	\$37.82	\$39.29	\$39.70	\$37.76
TEC	\$36.91	\$38.55	\$39.22	\$40.02	\$40.73	\$39.09
FMPA	\$35.33	\$37.39	\$39.11	\$41.18	\$42.91	\$39.18
SEM	\$38.41	\$39.79	\$40.59	\$42.31	\$43.63	\$40.95
GRU	\$43.22	\$45.03	\$47.55	\$49.23	\$48.64	\$46.73
CNST	\$52.26	\$54.35	\$56.05	\$57.88	\$59.12	\$55.93

(1) Tallahassee proposed only for three years.

Following consultation with Mr. Wisser and including all components of the cost of bulk power supply, WHH determined that FPL and DEF were the two low bidders. All other bidders were greater than 6 percent higher than the lowest evaluated bid. Therefore, WHH has provided additional detail regarding the evaluation of the fuel energy prices of DEF and FPL. DEF is discussed first.

DEF did not include the prices of natural gas transportation in their proposal. The cost of natural gas transportation constitutes about 30 to 35 percent of the delivered price of natural gas. Additionally, DEF based its estimate of the cost of natural gas generation on the current price of natural gas futures. The NYMEX futures market is not considered a reliable forecast for natural gas prices beyond about two years since the number of outstanding contracts is so small. During follow-up discussions with Mr. Warner of DEF, he furnished the expected heat rates for the generating units using natural gas. Heat rate is a measure of the efficiency of power plants and is expressed in BTU's/kW-hr. The heat rate is the amount of fuel necessary to generate one kW-hr of electricity. Therefore the lower the number is better. Their forecast of the heat rates of their natural gas generating fleet is included in the table below.

Table 3
DEF Forecasted Heat Rates of Natural Gas Fueled Units

Year	Heat Rate BTU/kW-hr
2016	7,165
2017	7,184
2018	7,137
2019	7,090

These forecasted heat rates include the impacts of the retirements of older peaking units that operated at higher heat rates plus the impact of the capacity expansion of the Hines Combined Cycle unit and the addition of a new combined cycle unit in Citrus County.

WHH has some concerns regarding the above heat rates. First, WHH noted that the projected heat rate for 2016 is significantly below the historical heat rates. Note the following comparison.

**Table 4
Comparison of Forecasts of Heat Rates**

Forecasted 2016 Natural Gas Fleet Heat Rate per DEF	7,165	
Actual 2014 Heat Rate	8,103	13.1 % Difference
Actual 2015 Year-To-Date Heat Rate	8,049	12.3 % Difference

Although DEF has proposed changes to the natural gas fleet, WHH does not believe that the forecasted heat rate is consistent with historical performance nor can it be supported by the planned changes in the natural gas fleet.

Also, WHH notes that previously DEF has been optimistic regarding forecasted heat rates. For example, in August of 2013, DEF forecasted to the FPSC that the heat rate of its natural gas fueled generating fleet in 2014 would be 7,823 BTU/kW-hr. Yet the actual heat rate for 2014 was 8,103 BTU/kW-hr which is 3.6 percent higher than forecast. WHH also noted that in August of 2014, during its fuel adjustment filing for 2015, DEF forecasted a heat rate of 7,605 BTU/kW-hr for the period from Jan through April 2015 yet the actual heat rate was 8,049 BTU/kW-hr, a 5.8 percent difference. WHH notes that forecasts are typically generated from computer models of the power system and it is not unusual for the results of these production simulation runs to be optimistic relative to unit actual operating heat rates.

Therefore, WHH has concluded that the heat rates furnished by Mr. Warner are optimistic and should be adjusted to reflect likely actual operating heat rates to be consistent with the evaluation of other respondents. WHH has adjusted these heat rates upward in this evaluation by a factor of 2.35 percent which is one half of the average difference noted above. Adjusting by only one-half the amount that could be supported by the above analysis is intended to be conservative.

WHH also notes that the new Citrus County plant would use a new pipeline into Florida (Sabal Trail Pipeline) which will have higher gas transportation rates than the existing pipelines. The higher transportation costs are equivalent to about a 250 BTU/ MW-hr penalty on the new plant; however, WHH did not include this factor in the evaluation.

WHH used the following heat rates for the natural gas fueled units in the evaluation of the DEF proposal. Although Mr. Warner did not provide an estimated heat rate for the

year 2020, WHH concluded that since DEF has not planned for the addition of any other combined cycle plants, that the heat rate for 2020 would be equal to the forecasted heat rate for 2019.

**Table 5
Forecasted DEF Natural Gas Fleet Heat Rates Used in the Evaluation**

Year	Heat Rate BTU/kW-hr
2016	7,333
2017	7,353
2018	7,305
2019	7,257
2020	7,257

The FPL proposal is discussed next.

FPL did provide the forecasted energy price of each fuel in their proposal. WHH used the forecasted energy price for the nuclear fueled plants and coal fueled plants, however modified the forecasted price of the natural gas fueled plants to reflect the natural gas price forecast developed by WHH. To convert the natural gas price forecast to an energy price, WHH examined the historical heat rates for FPL’s natural gas fueled plants. WHH noted that the average heat rate for natural gas plants in 2014 was 7,363 BTU/kW-hr. The heat rate for 2015 year-to-date is 7,213. FPL has forecasted the heat rate of its natural gas fueled fleet to be 7,059 in 2015.

WHH notes that FPL has planned the following capacity additions that will impact heat rates of the natural gas fueled generating fleet.

**Table 6
Proposed FPL Natural Gas Fueled Capacity Additions**

Capacity Addition	Capacity	Forecasted Heat Rate	In Service Data
Port Everglades Combined Cycle	1237 MW	6,330 BTU/kW-hr	June 2016
Okeechobee Combined Cycle	1622 MW	6,304 BTU/kW-hr	June 2019

WHH has adjusted the above heat rates to reflect the likely difference between the forecasted heat rates of the new units and actual operating heat rates and calculated the impact of these units on the FPL natural gas fleet rates. This results in the following forecast of the heat rates of FPL’s natural gas fleet.

Table 7
Forecasted Heat Rates for FPL Natural Gas Fleet Used in the Evaluation

Year	WHH Forecasted FPL Natural Gas Fleet Heat Rates
2016	7,250 BTU/kW-hr
2017	7,150 BTU/kW-hr
2018	7,150 BTU/kW-hr
2019	7,111 BTU/kW-hr
2020	7,076 BTU/kW-hr

The new Okeechobee Combined Cycle Plant will receive natural gas via the new Sabal Trail Pipeline. The transportation cost through the new pipeline will be higher than the transportation cost in the existing pipelines however, as in the case of DEF, WHH did not make any adjustment to reflect the higher cost in this analysis.

WHH did not perform any sensitivity analysis for changes in the price of natural gas. Although prices of natural gas is the most uncertain of any fuel component, WHH notes that the highest ranked respondents (DEF and FPL) have a forecasted gas component of their fuel mix that is nearly equal over the five year period. FPL forecasts a natural gas component of their fuel mix is about 68 percent and DEF forecasts that the natural gas component of their fuel mix will be about 73 percent. Therefore changes in the price of natural gas will impact the fuel energy price of the DEF and FPL proposals in an almost identical manner.

Other Considerations

WHH notes the following qualitative considerations that are not easily quantified and therefore not included in the above analysis but should be considered nonetheless. The first is the impact of proposed carbon legislation. Although the outcome of this legislation is uncertain at this time, WHH notes that, if adopted, the cost of power produced from coal plants will likely increase. Bulk power supply contracts typically include a “change in law” provision that allows the supplier to recover any increase in production costs that are required to comply with a change in law during the term of the contract. Additionally, the proposed legislation does not require actual reduction in carbon emissions until 2020, so any cost impact during the term of the new bulk power supply contract is likely to be minimal.

WHH has ranked the respondents by the percent of coal in their fuel mix in the table below.

Table 8
Five Year Average Coal as a Percent of Fuel Mix

Respondent	2016 thru 2020 Average of Coal in Fuel Mix
SEM	60%
TEC	51%
GRU	50%
DEF	15%
FMPA	17%
FPL	3%
TAL	0%
CNST	0%

Another qualitative consideration is the size of the generation fleet. The larger the fleet, the less dependent the energy fuel price is on the operation of a single plant. Therefore, WHH believes that there is less uncertainty in the fuel energy price in a larger system than a small system. The following table lists the total generation resources for each respondent.

Table 9
Firm Generating Capacity

Respondent	MW Summer
FPL	25,000
DEF	9,200
TEC	4,400
SEM	2,200
FMPA	1,660
TAL	750
GRU	530
CNST	(1)

(1) Since it did not appear that Constellation was competitive, WHH did not expend the effort to determine the capacity owned by Constellation which would be available to serve Quincy.

Last is transmission service. FPL will require firm transmission service through the FPL transmission system to the DEF transmission system. Quincy will have to request this service from FPL via a transmission service request. Depending on the forecasted loadings on the transmission systems, it is possible that FPL will require a transmission impact study which will cost about \$10,000 and will require about 60 days to complete. The cost is de minimis since the FPL proposal represents a savings of about one million dollars in lower bulk power costs as compared to the next lowest proposal over the 5 year

period. However, WHH has some concern regarding the potential schedule impact. This is an uncertainty associated with the FPL proposal that is not present in the DEF proposal since DEF will require transmission service only through the DEF transmission system.

In summary, WHH concludes that the FPL proposal has the lowest projected fuel energy costs by a significant margin. FPL's fuel mix consists of over 23 percent nuclear and solar which are very low cost fuels relative to the other fuels. The cost of nuclear fuel energy is about \$7 per MW-hr while the costs of natural gas fuel energy is about \$30 per MW-hr. Of course solar has zero fuel energy costs. The price of the natural gas fueled energy charge is actually projected to be similar for both FPL and DEF, so the primary difference between the fuel energy charge for FPL and DEF is a result of the nuclear and solar components of the FPL fuel mix.

Please advise if there are any questions regarding this report. WHH is pleased to assist Fred Wilson and Associates in providing this service to the City and stands ready to continue to assist the City in acquiring the lowest cost bulk power supply.

Sincerely,



William H. Herrington
WHH Enterprises, Inc.

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
JANUARY 13, 2015
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, January 13, 2015, with Mayor Commissioner Derrick D. Elias presiding and the following present:

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

Also Present:

Interim City Manager Mike Wade
City Attorney Scott Shirley
City Clerk Sylvia Hicks
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 Clemei Parramore
Customer Service Representative Beatriz Tobias
CRA Manager Regina Davis
Sergeant At Arms Captain Troy Gilyard

Call to Order

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

Approval of Agenda

Commissioner Gay made a motion to approve the revised agenda with the following change: Move item no. 4 Downtown Master Plan under item 2b. Commissioner Brown seconded the motion. The ayes were unanimous

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meeting

Commissioner Gay made a motion to approve the minutes of the December 09, 2015 regular meeting with corrections if necessary. Commissioner Brown seconded the motion. The ayes were unanimous.

Proclamations

Interim Chief Sapp read the following proclamation honoring First Responders and added Communication Officers as being first responders.

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.

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.)

Willie Earl Banks of 362 East King Street came before the Commission and stated it is a conflict of interest for Commissioner Brown to be represented by Mr. Larkin.

Janice Shackford of 64 North Cleveland Street came before the Commission and stated that if the Commission is thinking about hiring an attorney for Commissioner Brown that state law clearly states that no funds can be given to Mr. Brown unless he wins and he

hasn't won yet. She stated the allegations the he was acting outside of the scope of his duties as a Commissioner and he used his office for someone else's gain. Ms. Shackford stated what reassurance that the citizens have that Commissioner Brown would pay the money back should he be given the opportunity. She stated that she is always hearing that the City is "moving in a new direction" we can't afford to spend money we don't have. She asked the Commission to consider holding a public hearing before a decision is made.

Emanuel Sapp of 821 2nd Street came before the Commission and told the Commission that he is representing a group of four people and presented to the City a copy of the Ordinance. The Mayor informed Mr. Sapp that he had three minutes. Mr. Sapp stated that the City should impose a ½ cents sales tax. Mayor Elias informed Mr. Sapp that we are discussing items that on the agenda. Mr. Sapp went on to say that the petition is against Mr. Brown. He stated that everyone knows that Mr. Brown used services from Ms. Taylor a County Commissioner and received a special favor. Mr. Sapp asked that the City check with Ethics and if you vote yes to an attorney we have some real concern that is a conflict of interest and our tax payers will bear the blunt. Mr. Sapp stated he would return to address the other items i.e. Police Department and ½ cents sales tax.

Ordinances

Resolutions

Reports by Boards and Committees

Reports, request and communications by the City Manager

Fred Fox CDBG

Downtown Master Plan Project Completion

John Boudreau and Joel Sampson of Atkins presented to the Commission the Downtown Master Plan. Mr. Boudreau stated that the plan is a guide to promote businesses downtown, develop gateway and way-finding signage program, develop a comprehensive streetscape and intersection improvement program, development a comprehensive bicycle improvement program and develop a comprehensive parking strategy. Commissioner Gay made a motion to accept the Downtown Master Plan. Commissioner Brown seconded the motion. The ayes were unanimous.

FY 2012-2013 Audit Report

Chris Moran of Moran and Smith came before the Commission to present the FY 2012 - 2013 Audit Report. Mr. Moran reported that they found the City to be in compliance with the Government Auditing Standards and issued a clean audit opinion. Mr. Moran did report that the independent auditor expresses an unmodified opinion on the basic financial statements of the City. The audit disclosed significant and/or material weakness in internal control over financial reporting. He also reported instance of noncompliance

material to the basic financial statement of the City were disclosed in the audit. Commissioner Gay made a motion to accept the FY 2012-2013 Audit Report.

Bulk Power Supply

Interim City Manager Mike Wade reported to the Commission that our current power contract with Florida Municipal Power Agency (FMPA) will expire in December 2015. He stated that 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 offer by FMPA results in a 17% increase in power supply costs for 2016 and an additional 8% in each of years 2017 and 2018. The Manager reported to the Commission that the consultant's analysis that it is very likely based on the recent market activity, that the City can obtain bulk power prices lower than were originally proposed by the FMPA extension offer. He stated that 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. Commissioner McMillan made a motion for the approval and to authorize the Mayor to execute the proposal from 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. Commissioner Gay seconded the motion. The eyes were unanimous.

Tanyard Creek Park Rules

City Attorney Scott Shirley presented to the Commission proposed changes to the Rules and Regulation for the use of Tanyard Creek Park. The Attorney proposed the following changes: removed prohibition on political activities, added political events and fundraiser to private activities, added 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, clarified the difference between Rental Deposit and Damage Deposit, added the right to refuse the use of the park, The Commission will have to adopt a definitive numeric standard 85dBA as measured at mixing board, containers, ice chest outside food and drink allowed for private activities, added, service animals, added off-duty officers will act as independent contractors, suggest the City investigate an interlocal agreement with the school board that allows parking on athletic fields and submit parking plans not later than 60 days prior to the event, add requires promotional materials include an internet link to Amphitheater Rules and that advertising and promotional materials shall also identify approved parking, Commercial General liability insurance increased to \$2,000,000, special pricing for professional promotions to be determined, delete activity information, deleted ticket sales, delete equipment details,

Firehouse Sub Grant Report

Interim City Manager Mike Wade reported to the Commission that Fire Chief Haire applied for a grant with Firehouse Subs for rescue equipment. The equipment is valued at

\$24,884.60 and was awarded to the City with no match. The Commission thanked Chief Haire for the initiative he took in applying for the grant.

Fire Department Monthly Activity Report

Fire Department Monthly Activity Report was presented to the Commission – No comments.

P-Card Statement

P-Card Statement was presented to the Commission – No comments

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

Comments

City Manager

Interim City Manager Mike Wade thanked everyone who participated in the Christmas Parade he stated it was a success. He stated that the Gadsden County Sheriff Department's float took first place, St. John Elementary School second place and BASF was in third place.

The City Manager informed the Commission that we are moving forward with the telephone.

The City Manager stated that the Recreation Department has open registration for Basketball for ages 4-12 and must contact Mr. Taylor.

City Manager Wade stated that Minister Alphonso Figgers has been discharged from the hospital and we all wish him the best.

City Manager Wade stated that the City will be closed in observance of Dr. Martin Luther King, Jr. holiday on Monday, January 19, 2014.

City Clerk - None

City Attorney

City Attorney Scott Shirley gave a brief update on the recall process. He stated that a drive has been launched against Commissioner Brown. This is a two stage process and the first petitions were presented to the City Clerk who then forwarded them to the Supervisor of Elections for verification and to certify that the proper number met the statute. He stated that once the certification is complete the recall committee must go out and get a second round of petition and defense signatures a 60 day process then the committee will present them to the City Clerk who will then forward them to the Supervisor of Election for certification; after the Supervisor certifies the signatures and gives them back to the City

Clerk, the Clerk must notify the Commission, and that is where we are now. The Attorney stated that the statement of grounds for the recall alleges misfeasance or malfeasance in the conduct of public duties. It is routine for the courts to resolve the disputes about the legal sufficiency of the petitions. He stated that case law is clear this is not a process of political grievances. The statement in the recall has to clearly state the basis for the grounds of the illegal act. The recall process is to recall an individual that has committed an unlawful act. He stated that he has coordinated with Mr. Larkin of Allen Norton and Blue, researching to see if this is an appropriate expense for the City. Attorney Shirley stated that this is an appropriate expense for the City. A verification has been prepared by Rob Larkin that this is an appropriate expense for the City to finance the defense of Commissioner Brown as he was acting in the capacity of a Commissioner. He stated It is his opinion that the City should finance the defense of Commissioner Brown or any other Commissioner sitting or in the future Commissioner that is engaged in his public duties meets the statutory requirements. Attorney Shirley asked for a motion. Commissioner Brown stated he would abstain. Commissioner McMillan made a motion to approve for the defense to allow Rob Larkin of Allen, Norton and Blue to provide defense in the recall of Commissioner Brown. Commissioner Gay seconded the motion. Commissioner Dowdell asked how a recall is in the line of duty; this is nothing the City should pay for the City is not involved. Commissioner Dowdell stated that we should not get involved in this it is between District II and Commissioner Brown. Commissioner Dowdell stated this should be an agendaed item. The Attorney stated this is an agendaed item. Attorney Shirley stated this is an appropriate City expense. The Mayor asked Mr. Newton to control his outburst in the meeting then asked the Sergeant to remove Mr. Newton from the meeting. Commissioner Dowdell asked how you can take tax dollars to defend a recall. The Attorney stated it is an appropriate expense. Commissioner Dowdell stated if this motion passes he would file a lawsuit. Upon roll call by the Clerk the ayes were Commissioner McMillan, Gay and Elias. Nay was Commissioner Dowdell. Commissioner Brown abstained. The motion carried.

Attorney Shirley reported to the Commission that the NetQuincy is acquiring the service of a qualified Engineer to review the assets and revenues of the Bond proceeds to make sure that the assets don't exceed ten percent. This will be brought back to the Commission in the form of a resolution. We do have an Engineer with expenditure of 9 to 10 thousand dollars. We have had interest in the purchase of the system but advise not to pursue anything until we get out from under the bond covenants.

Commission

Commissioner Dowdell stated that he is going to file a law suit and the city will hire an attorney to defend him. He stated that Commissioner Brown brought his attorney and asked him to come to the podium.

Commissioner Gay stated the general fund in 2011 was \$684,000 if we hold fast our spending and only provide necessary expenditures we would be in good shape.

Commissioner Gay stated he was impressed with the details as presented by Moran and Smith.

Commissioner Gay stated he noticed a significant drop in revenue in the electric and asked the Manager if he knew the cause. The Manager stated the following reasons: change in power suppliers, rates and fuel adjustments were lower, loss of businesses (Printing House, Quincy Joist, Higdon),

Commissioner Gay stated that Minister Figgers is back at home after heart surgery and is doing well.

Commissioner Brown asked who is responsible to the TCC property on Pat Thomas Parkway because there is debris on the property. The Manager stated he would check into it.

Commissioner Brown commended Public Works for a job well done on 10th Street.

Commissioner Brown stated that the street light is out on South Calhoun

Commissioner Brown thanked the Auditor for a job well done.

Commissioner McMillan thanked Public Works for the work on 14th Street and Code Enforcement for removing the signs off the right-of-way.

Commissioner McMillan stated that the screening committee for the City Manager has to go through too many steps. Ms. Evan stated this is just a guide.

Mayor Elias announced that CRA will meet Tuesday, January 27,, 2015 at 5:00 p.m.

Mayor Elias told the Manager that the bathrooms at the track field are locked.

Mayor Elias stated that the Christmas Parade was a success and thanked all the participants.

Mayor Elias asked when would be Quincy Bypass open. The Manager stated he would have to get back with him on the date that is to be determined.

Mayor Elias asked the status of speed calming devices on Madison Street.

Mayor Elias stated that he had received a complaint from the funeral home director regarding humps in Sunnyvale Cemetery their vehicles drag. Second, water exposes the graves and this needs to be addressed. Third we need a policy on infant graves.

Mayor Elias stated that the Dr. King Holiday is Monday please come out and participate.

Mayor Elias asked the time frame for the City Manager's position. Ms. Evans Human Resources Director stated that we had received 48 applicants 24 met the requirements and the committee will narrow it's list down to five then three and present them to the Commission.

Mayor Elias asked the status of the Police Chief position. The Manager stated he needs to get with Ms. Evans.

Mayor Elias stated the vote tonight was on the entire process it was not just for one Commissioner it was to protect the City of Quincy's best interest.

Citizens

Freida Bass Prieto of 329 East King Street wished everyone a Happy New Year.

Ms. Bass-Prieto thanked Chief Haire for taking the initiative to apply for the equipment grant from Firehouse Subs and she stated she called headquarters and thanked them as well.

Ms. Bass-Prieto stated that she hopes the Commission would stay on top of our finances and make sure that our books are reconciled.

Ms. Bass-Prieto stated that in the Downtown Master Plan the Commission needs to look at density.

Commissioner Brown stated that the Commission should know everything that goes on the finance.

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

APPROVED:

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

ATTEST:

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

Lowest Cost Utilities in Florida

April 2015

Source: Florida Municipal Electric Association Monthly Bill Comparison*

Residential Bills

1,000 kWh	QUINCY
1,200 kWh	QUINCY
2,500 kWh	QUINCY

Commercial Bills

Non-Demand 750 kWh	TALLAHASSEE
Non-Demand 1,500 kWh	TALLAHASSEE
30 kW - 6,000 kWh	QUINCY
40 kW - 10,000 kWh	QUINCY
75 kW - 15,000 kWh	QUINCY
75 kW - 30,000 kWh	QUINCY
150 kW - 30,000 kWh	QUINCY
150 kW - 60,000 kWh	QUINCY

Industrial Bills

300 kW - 60,000 kWh	QUINCY
300 kW - 120,000 kWh	QUINCY
500 kW - 100,000 kWh	QUINCY
500 kW - 200,000 kWh	QUINCY

**Rates for municipal utilities INCLUDE payment-in-lieu of tax to the city's general fund. Rates for investor-owned utilities INCLUDE franchise fee payments, which average 6% across Florida. G = Generating utility.*

***Total includes conservation, capacity, environmental and refund credit (if applicable).*

Lowest Cost Utilities in Florida

March 2015

Source: Florida Municipal Electric Association Monthly Bill Comparison*

Residential Bills

1,000 kWh	CLEWISTON
1,200 kWh	CLEWISTON
2,500 kWh	CLEWISTON

Commercial Bills

Non-Demand 750 kWh	NEW SMYRNA BEACH
Non-Demand 1,500 kWh	TALLAHASSEE
30 kW - 6,000 kWh	QUINCY
40 kW - 10,000 kWh	QUINCY
75 kW - 15,000 kWh	QUINCY
75 kW - 30,000 kWh	QUINCY
150 kW - 30,000 kWh	QUINCY
150 kW - 60,000 kWh	QUINCY

Industrial Bills

300 kW - 60,000 kWh	QUINCY
300 kW - 120,000 kWh	QUINCY
500 kW - 100,000 kWh	QUINCY
500 kW - 200,000 kWh	QUINCY

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***Total includes conservation, capacity, environmental and refund credit (if applicable).*

Lowest Cost Utilities in Florida

February 2015

Source: Florida Municipal Electric Association Monthly Bill Comparison*

Residential Bills

1,000 kWh	CLEWISTON
1,200 kWh	CLEWISTON
2,500 kWh	CLEWISTON

Commercial Bills

Non-Demand 750 kWh	NEW SMYRNA BEACH
Non-Demand 1,500 kWh	TALLAHASSEE
30 kW - 6,000 kWh	NEW SMYRNA BEACH
40 kW - 10,000 kWh	QUINCY
75 kW - 15,000 kWh	QUINCY
75 kW - 30,000 kWh	QUINCY
150 kW - 30,000 kWh	QUINCY
150 kW - 60,000 kWh	QUINCY

Industrial Bills

300 kW - 60,000 kWh	QUINCY
300 kW - 120,000 kWh	QUINCY
500 kW - 100,000 kWh	QUINCY
500 kW - 200,000 kWh	QUINCY

**Rates for municipal utilities INCLUDE payment-in-lieu of tax to the city's general fund. Rates for investor-owned utilities INCLUDE franchise fee payments, which average 6% across Florida. G = Generating utility.*

***Total includes conservation, capacity, environmental and refund credit (if applicable).*

Lowest Cost Utilities in Florida

January 2015

Source: Florida Municipal Electric Association Monthly Bill Comparison*

Residential Bills

1,000 kWh	CLEWISTON
1,200 kWh	CLEWISTON
2,500 kWh	CLEWISTON

Commercial Bills

Non-Demand 750 kWh	NEW SMYRNA BEACH
Non-Demand 1,500 kWh	TALLAHASSEE
30 kW - 6,000 kWh	NEW SMYRNA BEACH
40 kW - 10,000 kWh	QUINCY
75 kW - 15,000 kWh	QUINCY
75 kW - 30,000 kWh	QUINCY
150 kW - 30,000 kWh	QUINCY
150 kW - 60,000 kWh	QUINCY

Industrial Bills

300 kW - 60,000 kWh	QUINCY
300 kW - 120,000 kWh	QUINCY
500 kW - 100,000 kWh	QUINCY
500 kW - 200,000 kWh	QUINCY

**Rates for municipal utilities INCLUDE payment-in-lieu of tax to the city's general fund. Rates for investor-owned utilities INCLUDE franchise fee payments, which average 6% across Florida. G = Generating utility.*

***Total includes conservation, capacity, environmental and refund credit (if applicable).*

Lowest Cost Utilities in Florida

December 2014

Source: Florida Municipal Electric Association Monthly Bill Comparison*

Residential Bills

1,000 kWh	KISSIMMEE
1,200 kWh	CLEWISTON
2,500 kWh	CLEWISTON

Commercial Bills

Non-Demand 750 kWh	NEW SMYRNA BEACH
Non-Demand 1,500 kWh	TALLAHASSEE
30 kW - 6,000 kWh	QUINCY
40 kW - 10,000 kWh	QUINCY
75 kW - 15,000 kWh	QUINCY
75 kW - 30,000 kWh	QUINCY
150 kW - 30,000 kWh	QUINCY
150 kW - 60,000 kWh	QUINCY

Industrial Bills

300 kW - 60,000 kWh	QUINCY
300 kW - 120,000 kWh	QUINCY
500 kW - 100,000 kWh	QUINCY
500 kW - 200,000 kWh	QUINCY

**Rates for municipal utilities INCLUDE payment-in-lieu of tax to the city's general fund. Rates for investor-owned utilities INCLUDE franchise fee payments, which average 6% across Florida. G = Generating utility.*

***Total includes conservation, capacity, environmental and refund credit (if applicable).*

Lowest Cost Utilities in Florida

November 2014

Source: Florida Municipal Electric Association Monthly Bill Comparison*

Residential Bills

1,000 kWh	KISSIMMEE
1,200 kWh	QUINCY
2,500 kWh	QUINCY

Commercial Bills

Non-Demand 750 kWh	NEW SMYRNA BEACH
Non-Demand 1,500 kWh	TALLAHASSEE
30 kW - 6,000 kWh	QUINCY
40 kW - 10,000 kWh	QUINCY
75 kW - 15,000 kWh	QUINCY
75 kW - 30,000 kWh	QUINCY
150 kW - 30,000 kWh	QUINCY
150 kW - 60,000 kWh	QUINCY

Industrial Bills

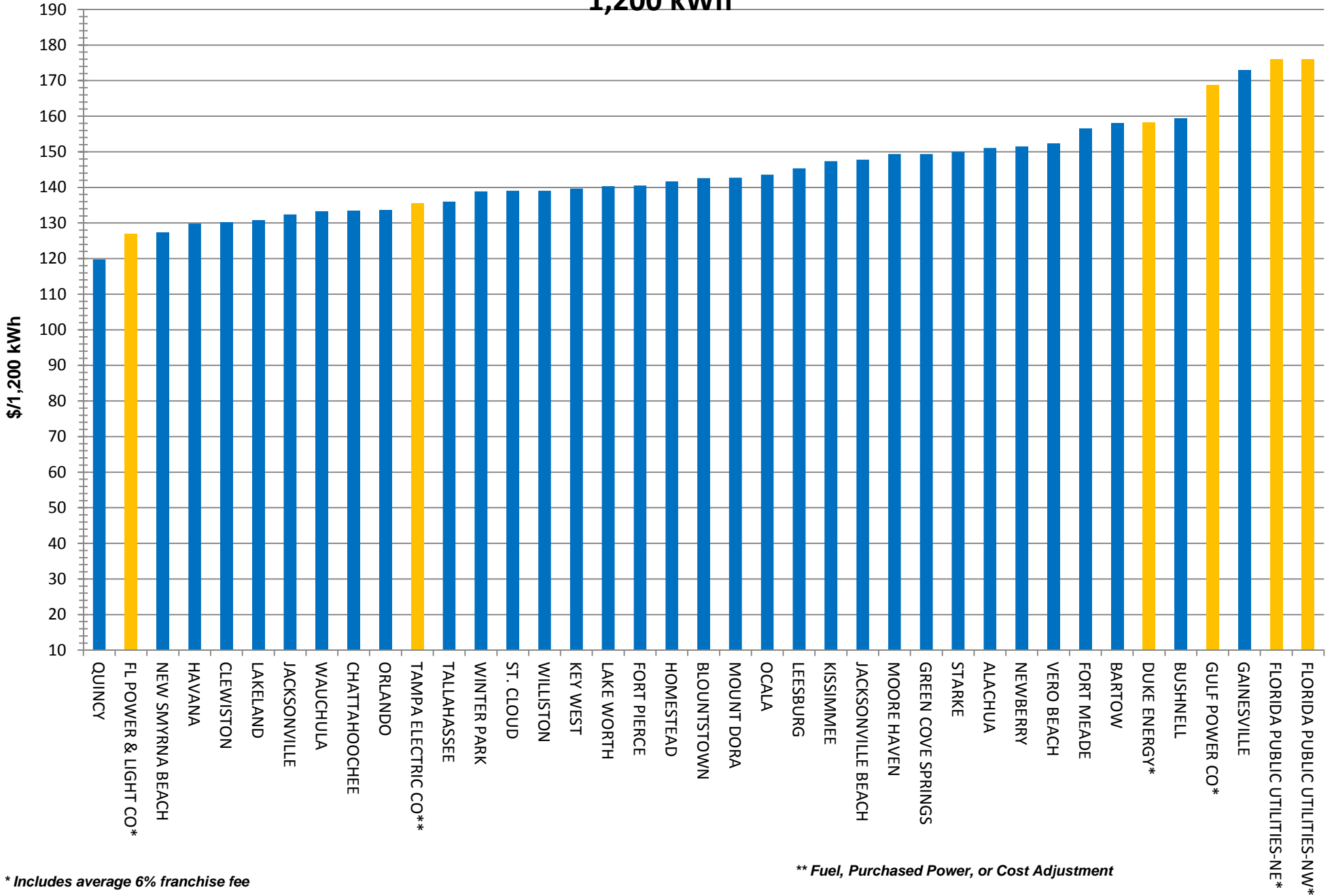
300 kW - 60,000 kWh	QUINCY
300 kW - 120,000 kWh	QUINCY
500 kW - 100,000 kWh	QUINCY
500 kW - 200,000 kWh	QUINCY

**Rates for municipal utilities INCLUDE payment-in-lieu of tax to the city's general fund. Rates for investor-owned utilities INCLUDE franchise fee payments, which average 6% across Florida. G = Generating utility.*

***Total includes conservation, capacity, environmental and refund credit (if applicable).*

Lowest to Highest Residential Bill Comparison, April 2015

1,200 kWh

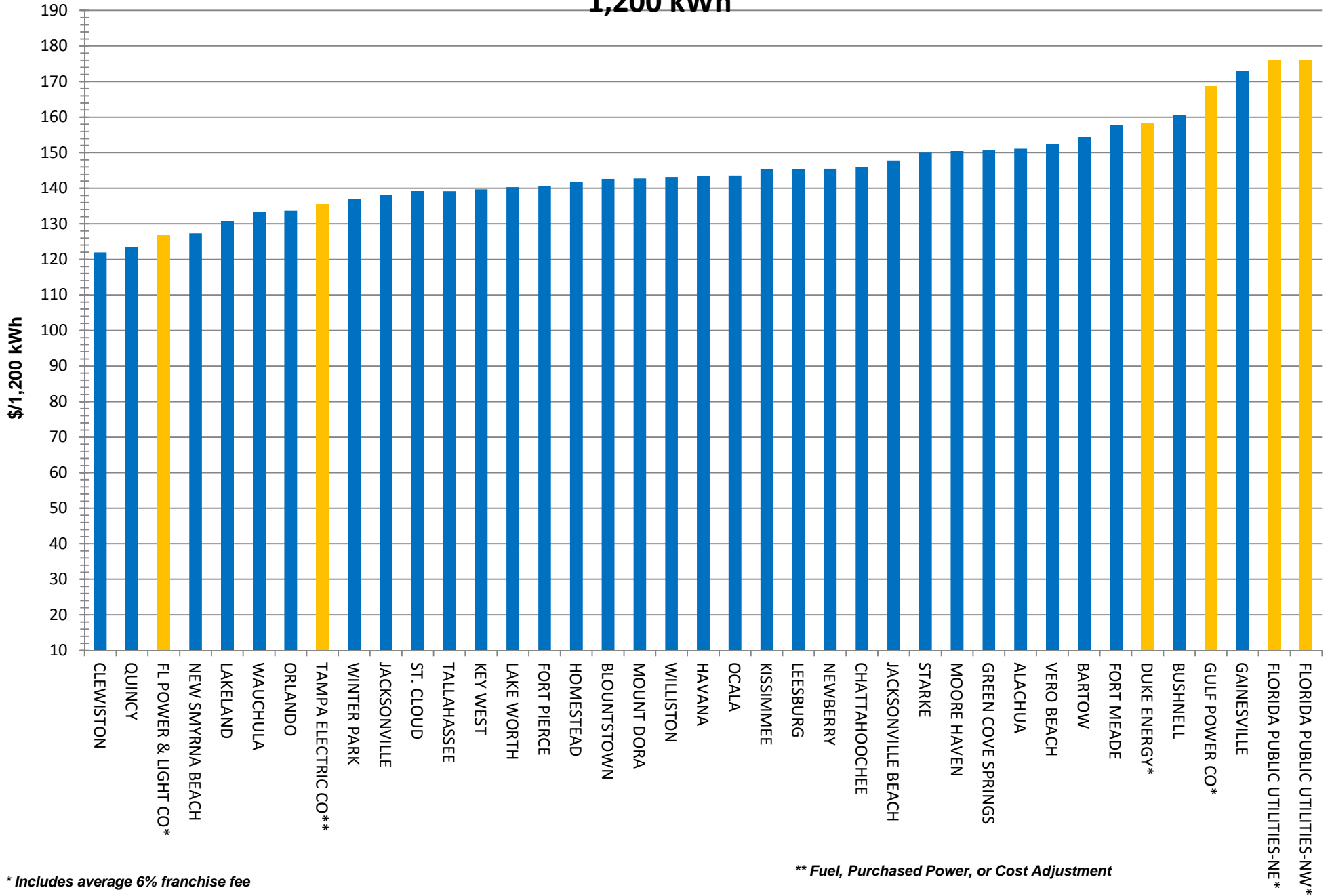


* Includes average 6% franchise fee

** Fuel, Purchased Power, or Cost Adjustment

Lowest to Highest Residential Bill Comparison, March 2015

1,200 kWh

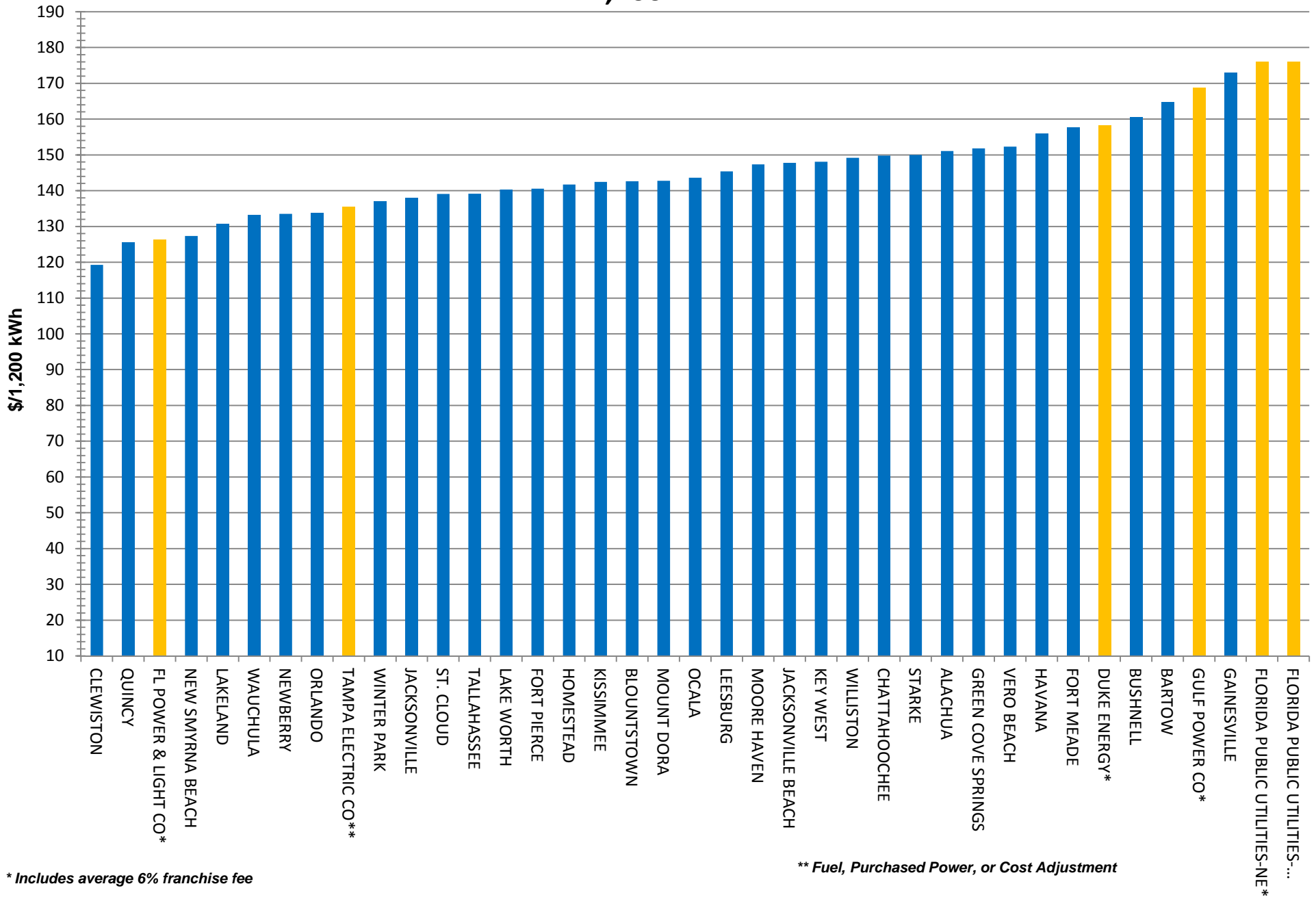


* Includes average 6% franchise fee

** Fuel, Purchased Power, or Cost Adjustment

Lowest to Highest Residential Bill Comparison, February 2015

1,200 kWh

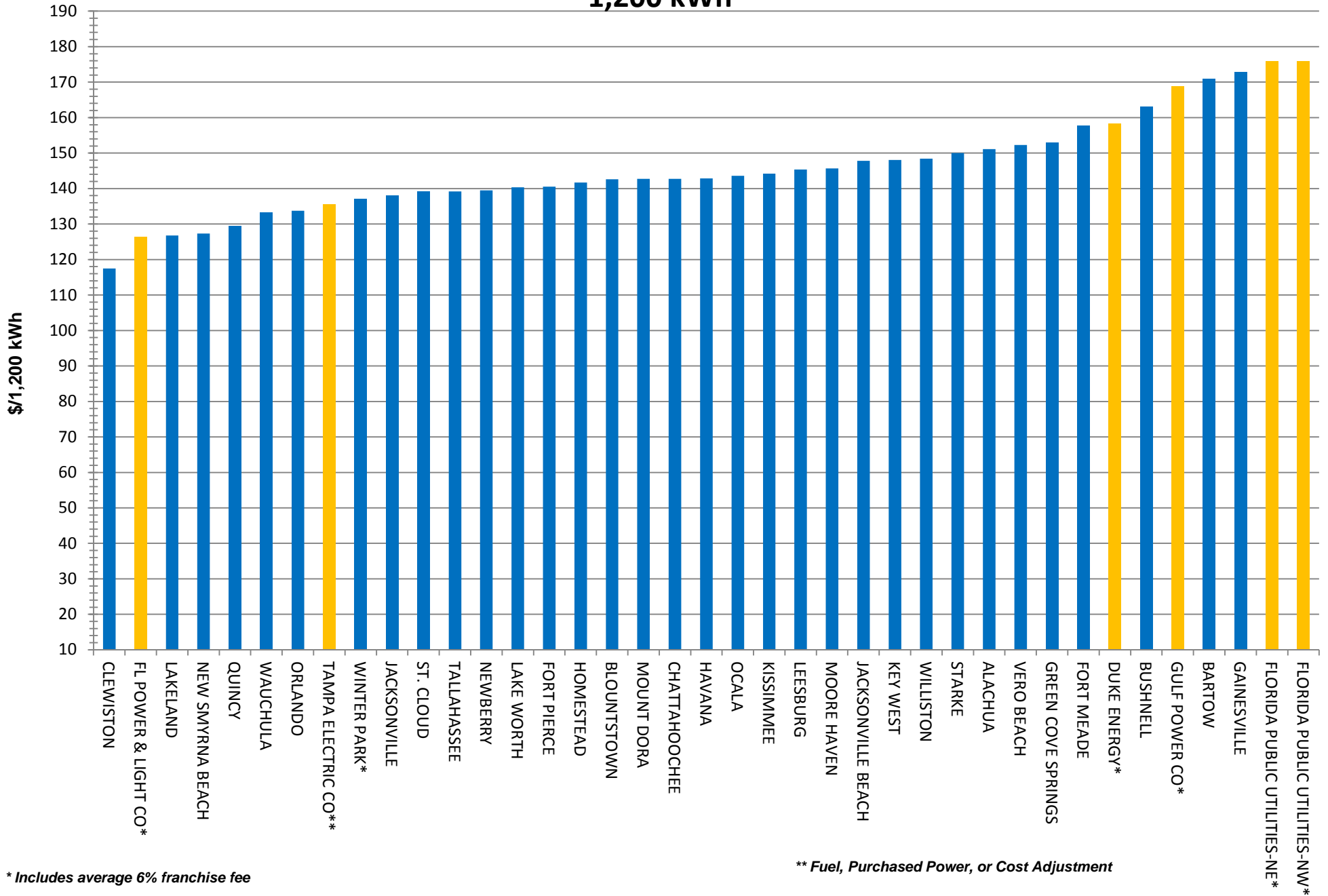


* Includes average 6% franchise fee

** Fuel, Purchased Power, or Cost Adjustment

Lowest to Highest Residential Bill Comparison, January 2015

1,200 kWh

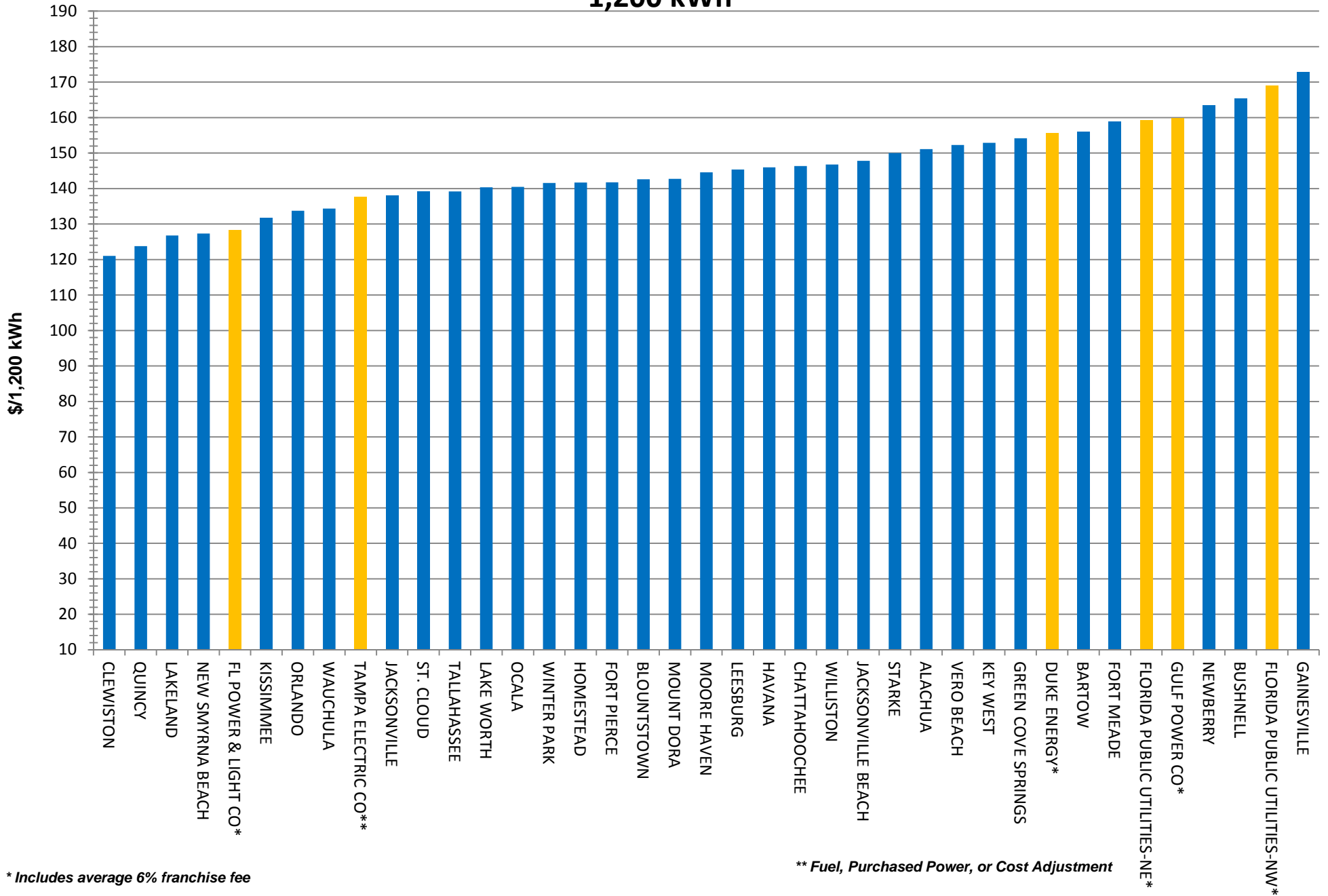


* Includes average 6% franchise fee

** Fuel, Purchased Power, or Cost Adjustment

Lowest to Highest Residential Bill Comparison, December 2014

1,200 kWh

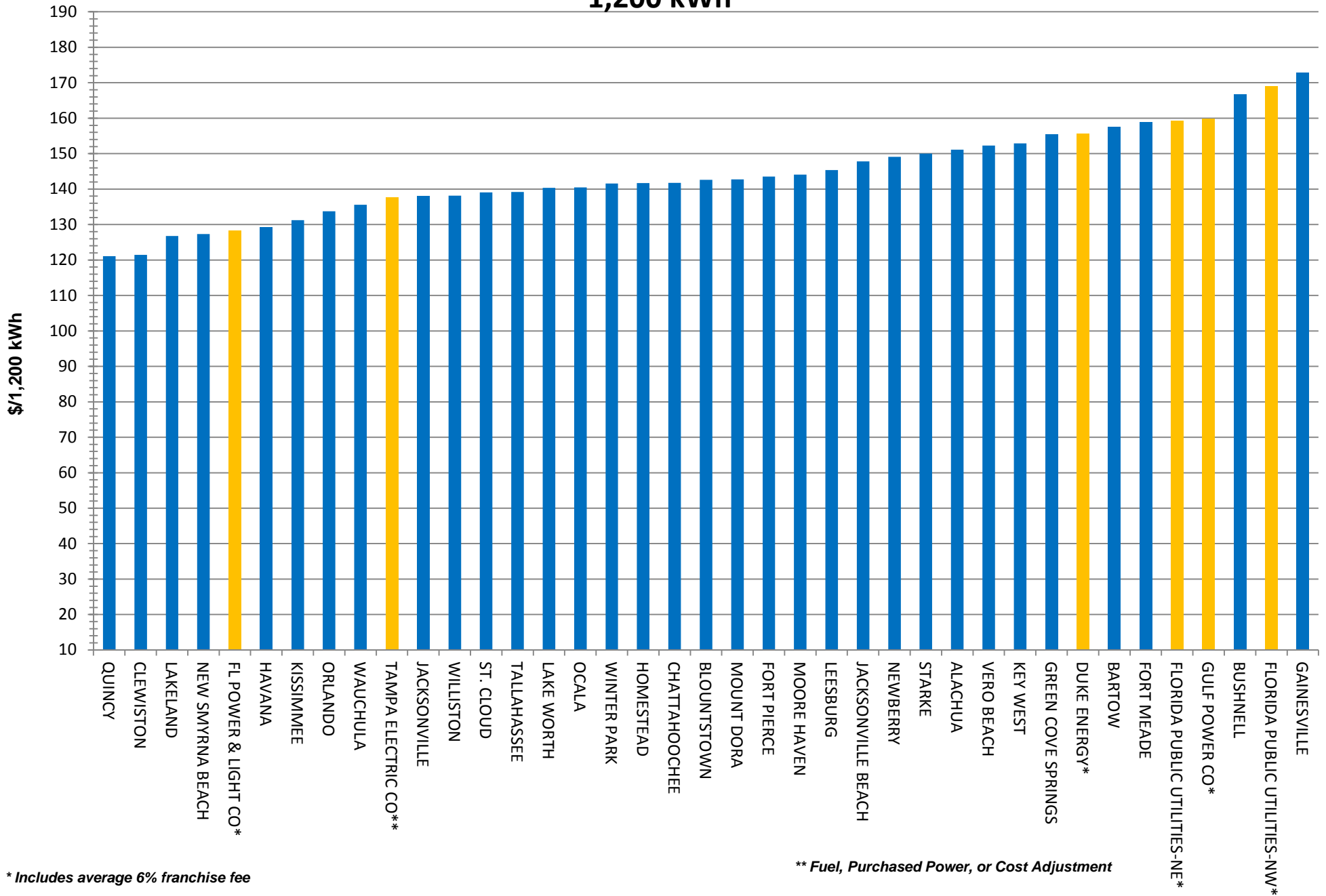


* Includes average 6% franchise fee

** Fuel, Purchased Power, or Cost Adjustment

Lowest to Highest Residential Bill Comparison, November 2014

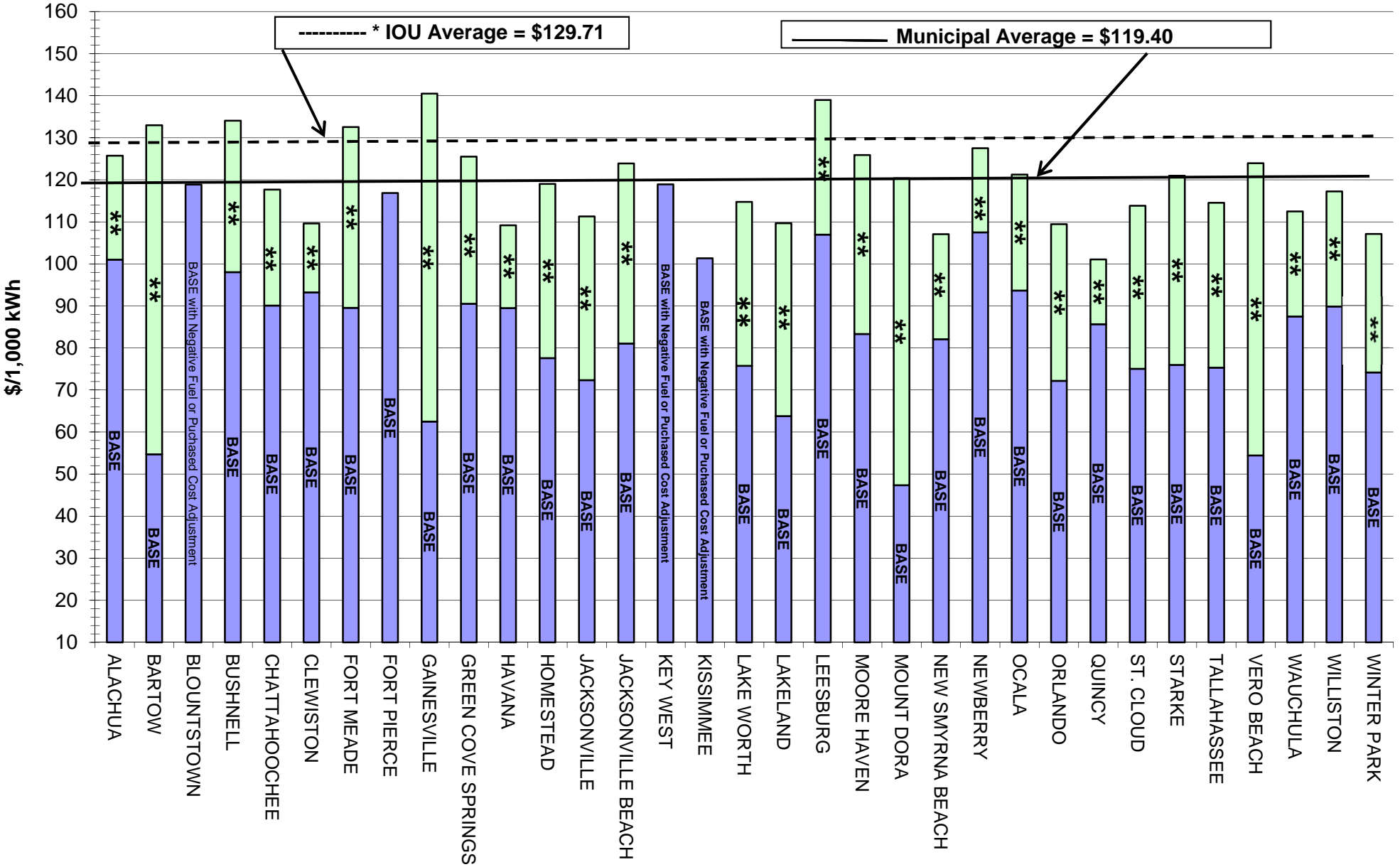
1,200 kWh



* Includes average 6% franchise fee

** Fuel, Purchased Power, or Cost Adjustment

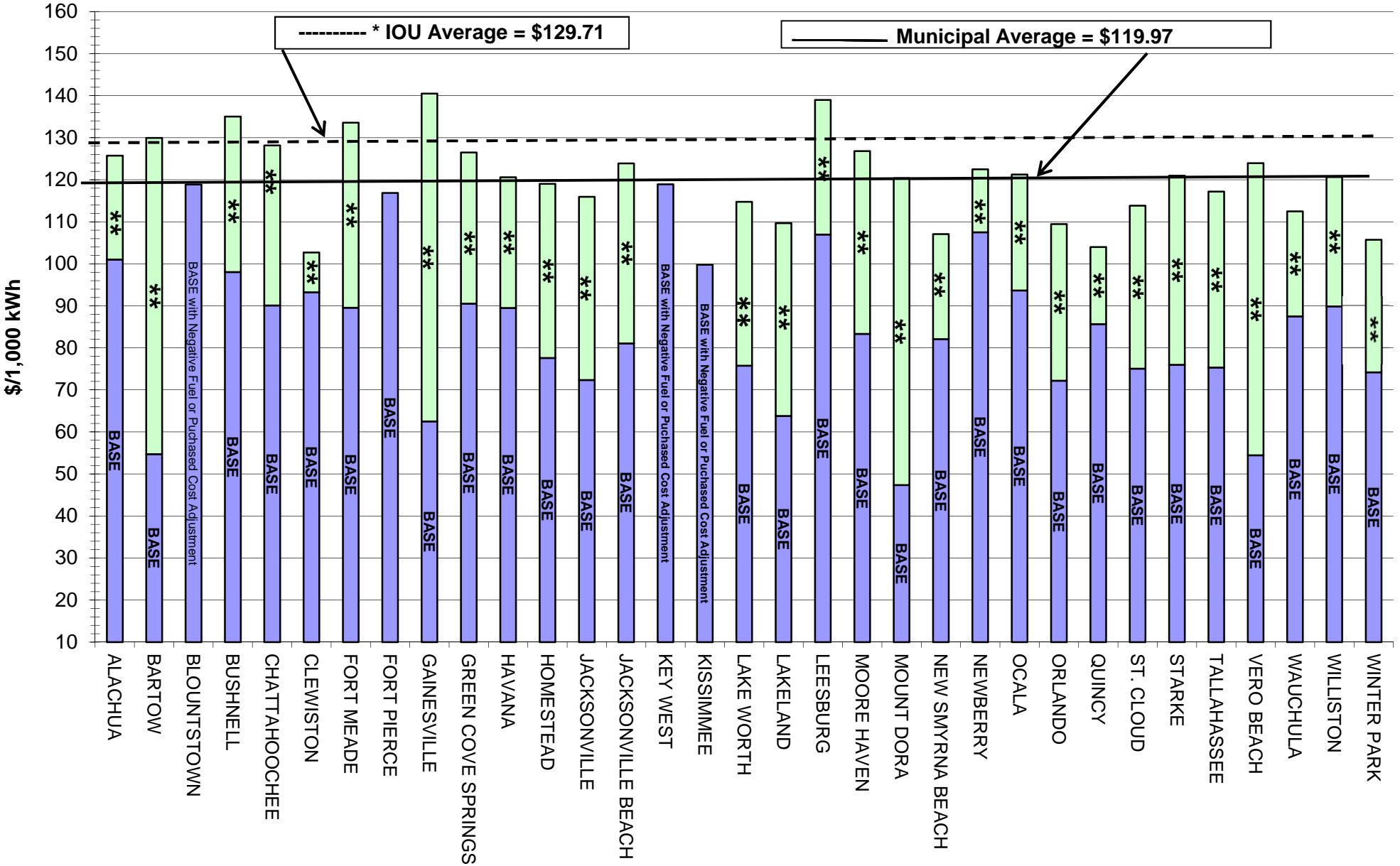
Residential Bill Comparison, April 2015



* Includes average 6% franchise fee.

** Fuel, Purchased Power, or Cost Adjustment

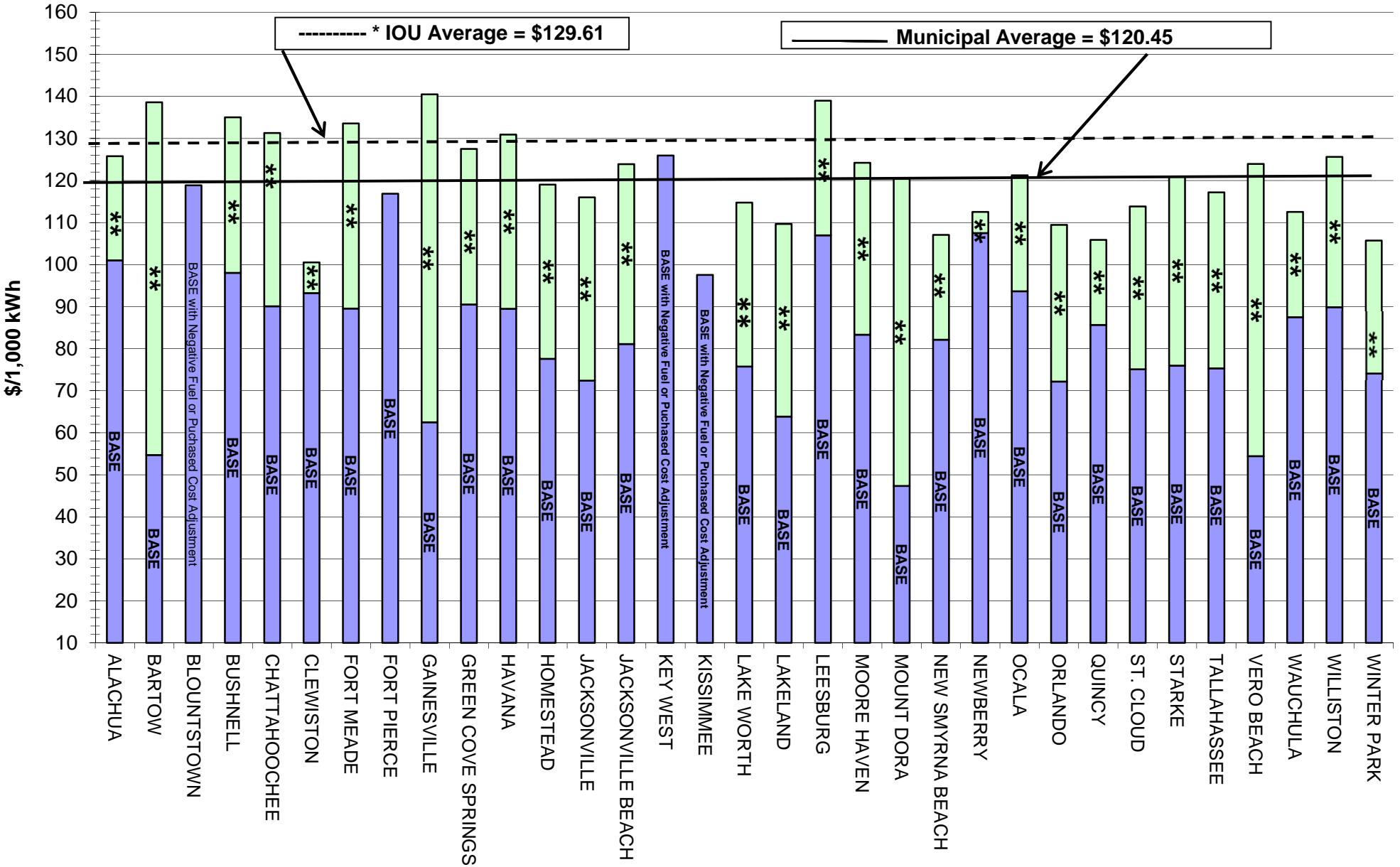
Residential Bill Comparison, March 2015



* Includes average 6% franchise fee.

** Fuel, Purchased Power, or Cost Adjustment

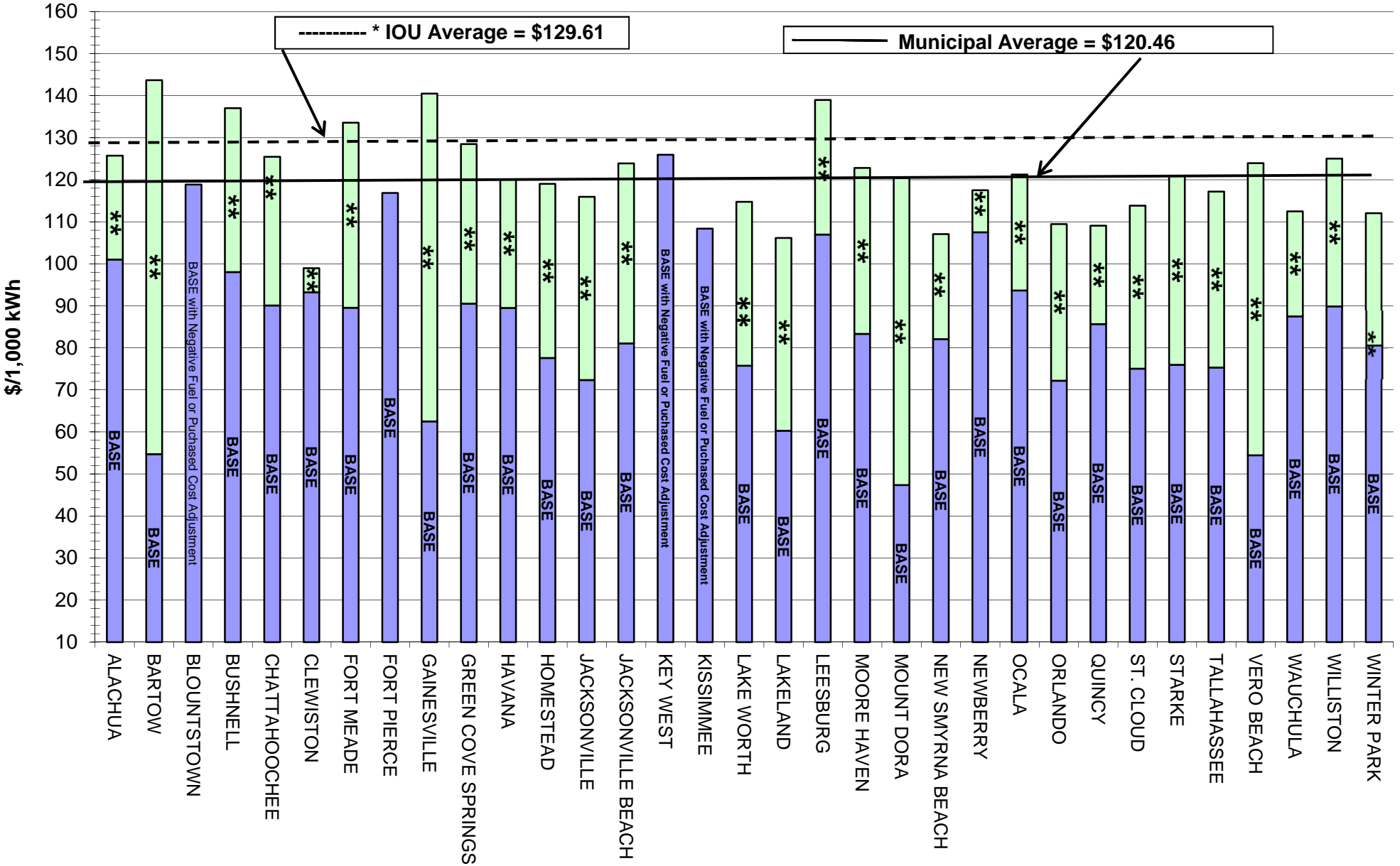
Residential Bill Comparison, February 2015



* Includes average 6% franchise fee.

** Fuel, Purchased Power, or Cost Adjustment

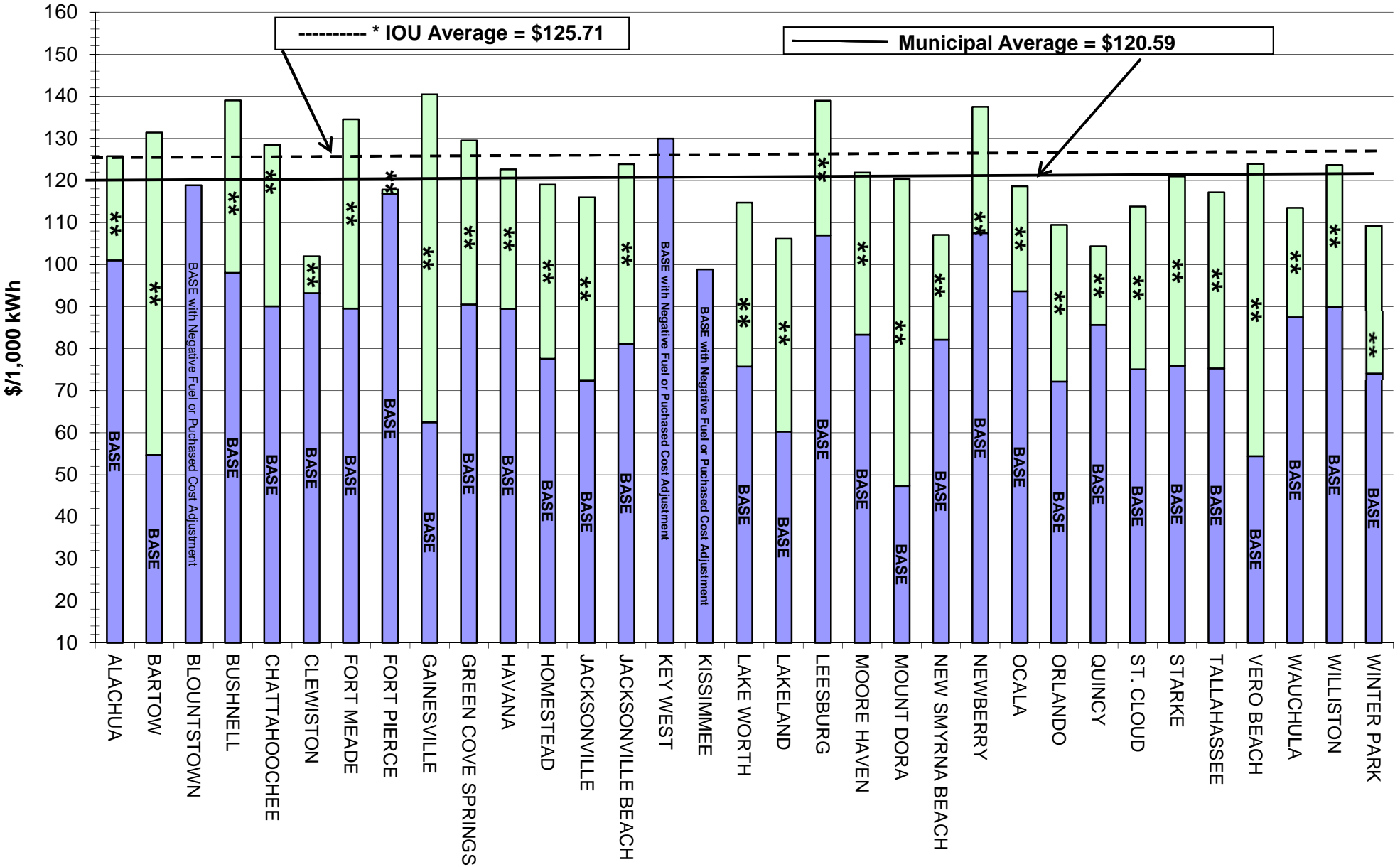
Residential Bill Comparison, January 2015



* Includes average 6% franchise fee.

** Fuel, Purchased Power, or Cost Adjustment

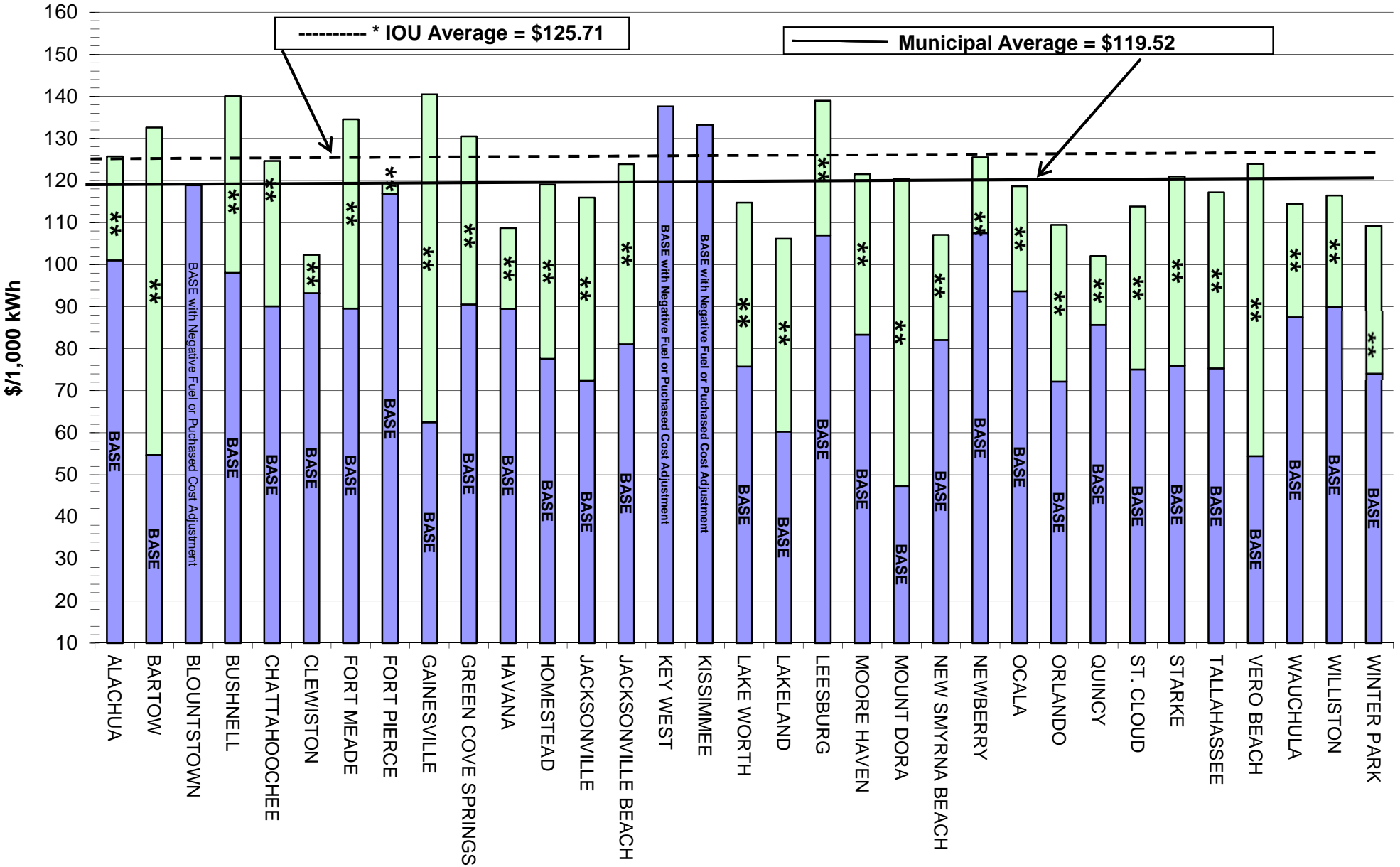
Residential Bill Comparison, December 2014



* Includes average 6% franchise fee.

** Fuel, Purchased Power, or Cost Adjustment

Residential Bill Comparison, November 2014



* Includes average 6% franchise fee.

** Fuel, Purchased Power, or Cost Adjustment

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: June 9, 2015

Date submitted: June 4, 2015

To: Honorable Mayor and Members of the City Commission

From: Scott Shirley, City Attorney
Bernard Piawah, Director of Building and Planning

Subject: Second Reading of Ordinance No. 1068-2015
Pertaining to Mobile Food Vending Moratorium

Statement of Issue:

This is a request for second reading of Ordinance No. 1068-2015 pertaining to the removal of the moratorium that was imposed in 2010 on the issuance of occupational license for mobile food vending in the city. On May 12, 2015 the first reading of the ordinance was presented to the City Commission on the basis that the moratorium is no longer necessary or desirable and should be repealed. The ordinance passed on first reading. The City's staff is asking the City Commission to approve the second reading of Ordinance No. 1068-2015.

OPTIONS:

Option 1: Move to adopt Ordinance No.1068-2015 on second and final reading.

Option 2: Do not move to adopt Ordinance No.1068-2015 on second and final reading.

STAFF RECOMMENDATION:

Option 1.

Attachments:

1. Attachment 1: Agenda Item of May 12, 2015 presenting Ordinance No. 1068-2015 for first reading.
2. Attachment 2: Ordinance No. 1068-2015 for second and final reading.

ATTACHMENT 1

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: May 12, 2015

Date submitted: May 7, 2015

To: Honorable Mayor and Members of the City Commission

From: Scott Shirley, City Attorney
Bernard Piawah, Director of Building and Planning

Subject: First Reading of Ordinance No. 1068-2015
Pertaining to Mobile Food Vending Moratorium

Statement of Issue:

By way of adopting Ordinance No. 1028, the City Commission imposed a moratorium on the issuance of occupational licenses for mobile vendors and mobile food vendors. That moratorium is no longer necessary or desirable and should be repealed.

Analysis:

On January 26, 2010, the City Commission approved Ordinance No. 1028, by which the City established comprehensive regulations for the permitting and operation of flea markets, vending booths, mobile food vendors, mobile vendors and semi-permanent vendors. The regulations are codified in Section 46-233 of the Code of Ordinances. Paragraph 6 of Ordinance No. 1028 imposed a moratorium on issuance of occupational licenses for mobile food vendors and mobile vendors in the City of Quincy. At the discretion of Municode, paragraph 6 was not included in the codification in Section 46-233 of the Code of Ordinances. Subsequently, on January 25, 2011 through passage of Ordinance No. 1038, the City Commission amended paragraph 6 to allow issuance of certain limited occupational and other licenses and permits for special events and holiday mobile food vendors and mobile vendors, but did not otherwise generally repeal the moratorium adopted in paragraph 6 of Ordinance 1028. There does not now appear to be any rationale for the moratorium to continue to be in effect.

In addition, under the moratorium of paragraph 6 of Ordinance No 1028 mobile vendors and mobile food vendors who possessed occupational licenses were allowed to continue operation until such time as the license or permit expires. In practice, the City has treated timely renewal of the occupational license as avoiding this potential expiration, effectively allowing the grandfathering to continue indefinitely. It is suggested that the ordinance repealing the moratorium also clarify the grandfathering to provide that vendors who possessed occupational licenses at the time of passage of Ordinance No. 1028 be allowed to continue in business in the manner such vendors had established prior to January 26, 2010, until said license and/or permit expires and is not renewed. After such expiration, the vendors would only be allowed to operate in compliance with Section 46-233 of the Code of Ordinances.

OPTIONS:

Option 1: Move to adopt Ordinance No. 1068-2015 on first reading and authorize the ordinance to be brought back for second and final reading.

Option 2: Do not move to adopt ordinance No. 1068-2015 on first reading.

STAFF RECOMMENDATION:

Option One

Attachment:

3. "Attachment 1" – Proposed Ordinance No. 1068-2015

Attachment 2

ORDINANCE NO. 1068-2015

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO FLEA MARKETS, VENDING BOOTHS, MOBILE FOOD VENDORS, MOBILE VENDORS AND SEMI-PERMANENT VENDORS; AMENDMING ORDINANCE NO. 1028, AS WAS FURTHER AMENDED BY ORDINANCE NO. 1038; REPEALING A MORATORIUM ON ISSUANCE OF PERMITS UNDER CODE OF ORDINANCES SECTION 46-233 FOR MOBILE FOOD VENDORS AND MOBILE VENDORS AND FURTHER AMENDING THAT SECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. Findings.

WHEREAS, the City Commission approved Ordinance No. 1028 on January 26, 2010, by which the City established comprehensive regulations for the permitting and operation of flea markets, vending booths, mobile food vendors, mobile vendors and semi-permanent vendors; and

WHEREAS, paragraph 6 of Ordinance No. 1028 imposed a moratorium on issuance of occupational licenses for mobile food vendors and mobile vendors in the City of Quincy; and

WHEREAS, through passage of Ordinance No. 1038, on January 25, 2011, the City Commission amended paragraph 6 to allow issuance of certain limited occupational and other licenses and permits for special event and holiday mobile food vendors and mobile vendors, but did not otherwise generally repeal said moratorium; and

WHEREAS, the City Commission now deems it in the best interest of the public health, safety and welfare, to repeal in the entirety any existing moratorium on the issuance of occupational licenses and other licenses and permits for mobile food vendors and mobile vendors and clarify code requirements relating to such uses that existed prior the passage of Ordinance No. 1028.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF QUINCY, FLORIDA, AS FOLLOWS:

SECTION 2. Purpose and Intent. The purpose of this ordinance is to repeal in the entirety any existing moratorium on the issuance of occupational licenses and other

licenses and permits for mobile food vendors and mobile vendors which may be still in effect under Ordinance No. 1038, and to clarify code requirements relating to such uses that may be shown to have existed prior the passage of Ordinance No. 1028.

SECTION 4. Amendment of Code of Ordinances Section 46-233. Code of Ordinances Section 46-233 (enacted by Ordinance No. 1028, paragraph 6, as was further supplemented by Ordinance No. 1038) is hereby amended as follows:

ARTICLE III ZONING REGULATIONS

46-233 FLEA MARKETS, VENDING BOOTHS, MOBILE FOOD VENDORS, MOBILE VENDORS and SEMI-PERMANENT VENDORS

Paragraphs 1 – 5, no change.

6. ~~Effective immediately there shall be imposed a moratorium on the issuance of occupational and other licenses and permits for mobile food vendors and mobile vendors by the City of Quincy.~~ Flea markets, vending booths, mobile food vendors, mobile vendors and semi-permanent vendors shall operate in conformity with the requirements of this Section, provided, however, that Mmobile food vendors and mobile vendors who, at the time of passage of Ordinance No. 1028, possessed occupational and other licenses and permits shall be allowed to continue in business in the manner such vendors had established prior to January 26, 2010, until said license and/or permit expires and is not renewed. In addition, ~~Effective immediately~~ there shall be provided for limited issuance of holiday/special event occupational and other licenses and permits for mobile food vendors and mobile vendors by the City of Quincy as otherwise provided hereinbelow.

(a) Mobile food vendors and mobile vendors can sell their items, things and food that reflect holiday/special event days as set forth in subsections (b) and (c) herein.

(b) The City Manager or Designee may grant a three (3) day occupational license or permit for the following holiday-special event days: Valentine Day, Labor Day, Halloween/Harvest Festival and Thanksgiving Day. The holiday/special event day shall be included in the three day period.

(c) The City Manager of Designee may grant a ten (10) day occupational license or permit of the following holiday/special events day: Independence Day, Christmas Day and New Year's Day. The Occupational license or permit for these holiday/special events days shall not be issued more than 10 days before the holiday/special event and shall include the holiday/special event day.

[Note: Ordinance No. 1028 enacted Code of Ordinances Section 46-233 regulating flea markets, vending booths, mobile food vendors, mobile vendors and semi-permanent vendors, and included a moratorium enacted in paragraph 6. Ordinance No. 1038 supplemented paragraph 6 of Section 46-233. However, paragraph 6 had not, as of the time of adoption of

this ordinance, been included in the codification of Section 46-233 by Municode (Municipal Code Corporation).]

SECTION 4. Severability

If any portion of this ordinance is deemed by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then the remaining provisions and portions shall remain in full force and effect.

SECTION 5. Copy on File

A certified copy of this Ordinance shall be filed with the City Clerk of the City of Quincy.

SECTION 6. Effective Date

This Ordinance shall take effect upon passage.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this 12th day of May, A.D. 2015.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this ___day of ___, A.D. 2015.

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

ATTEST:

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

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: June 9, 2015

Date submitted: June 4, 2015

To: Honorable Mayor and Members of the City Commission

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

Subject: FDOT/City of Quincy - Off System Project Road
Improvements Maintenance Agreement

Statement of Issue:

FDOT has obtained federal funding for the costs of making certain intersection improvements including signing, pavement marking and other minor related improvements on Hogan Lane, Joe Adams Road and adjacent areas of SR 267 (Pat Thomas Parkway) pursuant to Title 23, United States Code. This and similar improvement projects being pursued by FDOT in North Florida are referred to as the Off System Road Improvements Project. In order to undertake the improvements, FDOT has requested that the City of Quincy enter into the attached proposed road maintenance agreement.

The agreement was reviewed by City Staff, the Interim City Manager and the City Attorney, and a number of issues were identified as being in need of correction or revision. Pursuant to the City's requests, FDOT has made several revisions to the proposed agreement. However, the City has raised one significant issue which FDOT has declined to clarify in the agreement.

The draft agreement includes the requirement that the City maintain the intersection improvements "in perpetuity according to Department (FDOT) standards." This obligation to maintain in perpetuity would include all the project improvements, both within the City ROW and FDOT ROW. The improvements that are to be installed are significantly more expensive than the same type of improvements that the Road Department would typically install within the City road system. The agreement does not include any reimbursement for the City's perpetual maintenance obligation. City staff suggested that the agreement be amended to limit the maintenance obligation to a term of years or have the maintenance obligation cease at such time as the improvements reach the end of their useful life. FDOT has refused to make either revision to the

proposed agreement and has declined to otherwise clarify the when the obligation to maintain in perpetuity would end. As currently worded, “maintenance in perpetuity” might well be interpreted to require that the City continuously replace the improvements in both DOT and City ROW with like kind and quality. City staff is of the opinion that after the Project improvements are worn out and are in need of replacing, the City should be obligated to only replace the improvements within the City ROW and should have the discretion to determine the cost and quality of the replacement intersection improvements to be installed.

CONCLUSION:

Staff is concerned that the City should not agree to undertake the financial obligation of maintaining the Project improvements in perpetuity as such entails intersection features that are more costly than the City would ordinarily install, and includes areas within the FDOT ROW, all without any reimbursement funding. Also, the City is concerned that this arrangement may establish a precedent for future FDOT projects within the City. For these reasons, City staff is recommending that the agreement not be approved.

OPTIONS:

Option 1: No action – decline to enter into Off System Project Maintenance Agreement for intersection improvements including signing, pavement marking and other minor related improvements on Hogan Lane, Joe Adams Road and adjacent areas of SR 267.

Option 2: Approval of Resolution No. _____ for City to enter into Off System Project Maintenance Agreement for intersection improvements including signing, pavement marking and other minor related improvements on Hogan Lane, Joe Adams Road and adjacent areas of SR 267 and authorizing the Mayor to execute the agreement on behalf of the City.

STAFF RECOMMENDATION:

Option 1.

Attachments:

Resolution No. _____ authorizing entry into FDOT/City of Quincy Off-System Project Maintenance Agreement

Draft FDOT/City of Quincy Off-System Project Maintenance Agreement

RESOLUTION No.-----

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF QUINCY AUTHORIZING A CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF CERTAIN OFF-SYSTEM INTERSECTION IMPROVEMENTS ON HOGAN LANE, JOE ADAMS ROAD AND ADJACENT AREAS OF STATE ROAD 267.

WHEREAS, FDOT has obtained federal funding for the costs of making certain intersection improvements including signing, pavement marking and other minor related improvements on Hogan Lane, Joe Adams Road and adjacent areas of SR 267 (Pat Thomas Parkway) pursuant to Title 23, United States Code, such project being designated Financial Project I.D. 433519-3-52-01; and

WHEREAS, the City acknowledges that the FDOT will be utilizing federal funds on the intersection improvements and as a result thereof the City must agree to maintain the intersection improvements in perpetuity according to FDOT standards.

NOW, THEREFORE, BE ADOPTED AND RESOLVED, by the City Commission of the City of Quincy, Florida, that;

The Commission enters into the proposed Off-System Project Maintenance Agreement for maintenance by the City of intersection improvements including signing, pavement marking and other minor related improvements on Hogan Lane, Joe Adams Road and adjacent areas of SR 267 as part of FDOT Financial Project I.D. 433519-3-52-01. The Mayor is hereby authorized to execute such agreement on behalf of the City and City staff is authorized to take such actions and to prepare and execute such additional documents as are necessary to comply with the terms of the Agreement.

PASSED AND ADOPTED by the City Commission of the City of Quincy, Florida, this ____
DAY of June 2015.

BY:

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

ATTEST:

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

FPID #: 43351935201
CITY: Quincy
COUNTY: Gadsden
FAP #: 8886 523 A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT MAINTENANCE AGREEMENT

This Agreement is between the State of Florida Department of Transportation, “DEPARTMENT,” and the City of Quincy, a Florida Municipal Corporation, “CITY.”

1. Federal funding is available for the costs of signing, pavement marking and other minor related improvements on Hogan Lane and Joe Adams Road at SR 267 (Pat Thomas Parkway) pursuant to Title 23, United States Code; and

2. The DEPARTMENT is preparing to undertake a project within the CITY identified and known to the parties by Financial Project I.D. 433519-3-52-01, with FDOT Roadway Section Number 5008000 and Intersection Mile Post 13.175 (“PROJECT”). It is understood between the Parties that some of the improvements associated with the FPID 433519-3-52-01 will be within the FDOT right of way and that the obligations of the CITY as set forth in this Agreement as it relates to the PROJECT shall be strictly limited to the matters associated with the improvements depicted on Sheet 11 of the Signing and Pavement Marking Plans for FPID 433519-3-52-01, and any revisions thereof as exist on file with the DEPARTMENT.

3. Hogan Lane and Joe Adams Road are located in the City of Quincy, Gadsden County, Florida, roads not on the State Highway System; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

4. The recitals in paragraphs 1-3 above are true and correct and are made a part of this Agreement.

5. The CITY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the CITY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The CITY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT, the National Environmental Policy Act (“NEPA”) process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The CITY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

6. The CITY acknowledges and agrees that the right of way for Hogan Lane and Joe Adams Road, and the project improvements located within such right of way, are and will remain under the ownership of the CITY and that the DEPARTMENT will not have any ownership interest in the right of way, or improvements located thereon. Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor. The DEPARTMENT acknowledges and agrees that the right of way for SR 267 is a state road and will remain under the ownership and responsibility of the DEPARTMENT and, further, that the CITY will not have any ownership of such roadway, nor shall the CITY have any responsibility for such roadway other than to maintain the PROJECT in such area under the terms hereof.

FPID #: 43351935201
CITY: Quincy
COUNTY: Gadsden
FAP #: 8886 523 A

7. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the CITY. Upon issuance of the Notice of Final Acceptance, the CITY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the CITY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the CITY in writing with sufficient description to place the CITY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the CITY understands and agrees that the DEPARTMENT shall transfer all permits to the CITY as the operational maintenance entity and the CITY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

8. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the CITY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

9. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the CITY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the CITY in conjunction with this Agreement except for the obligation of the CITY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation subject to the public records retention schedule established by the State of Florida as specifically implemented by the CITY. Nothing herein shall be interpreted to make the CITY the official custodian of all public records for the PROJECT, as this obligation only applies to documents made or received by the CITY, and any private entities acting on its behalf, in connection with the transaction of official business.

10. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

11. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

12. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

13. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

14. CITY shall:

a) Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the contract; and

b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

CITY:

Name: _____
Title: _____
City of Quincy
404 West Jefferson Street
Quincy, FL 32351

DEPARTMENT:

District Traffic Operations Engineer
Florida Department of Transportation
Post Office Box 607

FPID #: 43351935201
CITY: Quincy
COUNTY: Gadsden
FAP #: 8886 523 A

Chipley, FL 32428

FPID #: 43351935201
CITY: Quincy
COUNTY: Gadsden
FAP #: 8886 523 A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

**CITY OF QUINCY, a political
subdivision of the State of Florida**

Signature

Signature

Printed: James T. Barfield, P.E.

Printed: _____

Title: District Secretary

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Legal Review:

Legal Review:

Office of the General Counsel

Quincy Police Department



Crime Analysis Yearly Comparison Report

January 1st through May 31, 2014 through
January 1st through May 31, 2015 (Comparison)

	2014	2015	Numerical Difference	Year Over Year % Change
Residential Burglary	27	21	-6	-23%
Commercial Burglary	15	11	-4	-27%
Vehicle Burglary	36	16	-20	-56%
Robbery	5	6	+1	+17%
Thefts	118	154	+36	+24%
Assaults	56	52	-4	-8%

As Interim Police Chief I am pleased to report substantial decreases in the majority of tracked crimes for the first five months of 2015 as compared to the same time period in 2014. Credit for these noticeable decreases go directly to our police officers, dispatchers and other admin staff that support the QPD.

We see substantial decreases of all the three types of burglaries (break-ins). The most substantial decrease is in the category of vehicle break-ins. We attribute this to an increased awareness and proactive high visibility neighborhood patrols by our officers and also an improvement in residents locking up their vehicles each night. We remind citizens to "lock it before you leave it".

We see an increase of one robbery this year from the time frame last year and we are monitoring our city's illegal drug sales and activity which is worse during the first week of each month.

However, we do notice an increase and concern with the number of additional thefts this year versus last year. We have seen 36 additional theft reports (petit and grand). Thefts are connected to crimes of opportunities along with socio-economic conditions such as high unemployment and drug use which are primary drivers of this type activity. *"We still have much work to do but we feel we are on the right track and we thank the citizens, City Manager and Commission for your continued support for law and order".*

Interim Chief Glenn Sapp, Sr.