

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

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



## **Meeting Agenda**

**Tuesday, March 11, 2014**

**6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

**Keith Dowdell, Mayor (Commissioner District One)**

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

**Micah Brown (Commissioner District Two)**

**Derrick Elias (Commissioner District Three)**

**Andy Gay (Commissioner District Four)**

**AGENDA FOR THE REGULAR MEETING OF  
THE CITY COMMISSION OF  
QUINCY, FLORIDA  
Tuesday  
March 11, 2014  
6:00 PM  
CITY HALL CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Special Presentations by Mayor or Commission**

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

1. Approval of Minutes of the 2/25/14 Regular Meeting  
(Sylvia Hicks, City Clerk)

**Public Hearings as scheduled or agendaed**

2. Draft Ordinance – Code Enforcement
3. Ordinance No. 1059-2014 Second Reading – Water Fund Rate Adjustment
4. Ordinance No. 1060-2014 Second Reading – Sewer Fund Rate Adjustment

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

**Resolutions**

**Reports by Boards and Committees**

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

5. Request to Utilize Solely the Code Magistrate Process for Code Violations  
(Jack L. McLean Jr., City Manager; Bernard Piawah, Building and Planning Director)

6. Water and Sewer Fund Rate Adjustment  
(Jack L. McLean Jr., City Manager; Mike Wade, Utilities Director)
7. Lease of (4) New Police Vehicles  
(Jack L. McLean Jr., City Manager; Walter McNeil, Chief of Police)
8. Request to Replace Damaged Headwall  
(Jack L. McLean Jr., City Manager; Reggie Bell, Interim Public Works Director)
9. Request to Purchase 2 City Trucks  
(Jack L. McLean Jr., City Manager; Reggie Bell, Interim Public Works Director)

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

**Comments**

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

**Comments from the audience**

**Adjournment**

\*Item(s) Not in Agenda Packet

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
FEBRUARY 25, 2014  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, February 25, 2014, with Mayor Commissioner Dowdell presiding and the following present:

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

**Also Present:**

City Manager Jack L. McLean, Jr.  
City Attorney Jerry Miller  
City Clerk Sylvia Hicks  
Police Chief Walt McNeil  
Customer Service Director Ann Sherman  
Utilities Director Mike Wade  
Planning Director Bernard Piawah  
Fire Chief Scott Haire  
Interim Finance Director Jeffrey Williams  
Interim Public Works Director Reginald Bell  
Parks and Recreation Director Greg Taylor  
Human Resources Director Bessie Evans  
Executive Assistant to City Manager Cynthia Shingles  
Interim Information Technology Director Christopher Jordan  
Account Specialist Catherine Robinson  
CRA Manager Regina Davis  
Police Officer Harold Barber  
Sergeant At Arms Chief Glenn Sapp

**Also Present:**

Former Mayor Commissioner Millie Forehand  
Former Mayor Commissioner Finley Cook

**Call to Order:**

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

**Special Presentations by Mayor or Commission:**

### **Approval of the Minutes of the previous Meeting**

Commissioner Edwards made a motion to approve the minutes of the February 11, 2014 regular meeting with corrections if necessary. Commissioner Brown seconded the motion. The ayes were unanimous.

### **Public Hearing as scheduled or agendaed**

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

### **Resolutions**

### **Reports by Board and Committees**

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

#### *Special Use Request to Operate Daycare Center at 359 East Jefferson Street*

Commissioner Elias made a motion to approve the Special Use Request to operate a Daycare Center at 359 East Jefferson Street. Commissioner Edwards seconded the motion. The ayes were unanimous.

#### *Recommendation for Modular Home Foundation*

Commissioner Gay made a motion to approve option 2: approve a solid block wall foundation with footers and stem and brick, with a roof pitch of 4 by 12 and a carport. Commissioner Edwards seconded the motion. Following the question what is the difference of a monolithic foundation and a solid block wall foundation, Commissioners Gay and Edwards withdrew their motions and requested a workshop.

#### *Lease of four (4) New Police Vehicles – Withdrawn from agenda*

#### *Bulk Power Supply Contract*

Utilities Director Mike Wade reported to the Commission that our existing power agreement with Florida Municipal Power Agency (FMPA) is for a five (5) year term. He stated that the existing contract has offered a two or three year extension. The City has three (3) options to consider in regards to the FMPA offer; 1) accept the offer, 2) renegotiate the proposed pricing, 3) reject the proposal and issue a RFP. Mr. Wade stated that the analysis suggest that with the FMPA proposal, the cost of power from FMPA would increase by 17% in 2016 and an additional 8% annually for each year of the remaining two years. He stated that the consultant report estimated the cost for an RFP to be less than \$50,000 and the RFP should be issued no later than November 1, 2014. Commissioner Edwards made a motion to direct staff to renegotiate the proposal with FMPA and bring renegotiated proposal back to the Commission. Mayor Dowdell seconded the motion. The ayes were Commissioners Brown, Edwards and Dowdell. Nays were Commissioners Gay and Elias. The motion carried.

*Quincy Fire Department Monthly Report – No Comments*

*Financials/P-Card*

Jeff Williams Interim Finance Director stated that he was pleased to hear that the Commission wanted to discuss the budget and in his opinion the budget is the most important document managing tool you can have. He stated we are a third of the way with our budget and is about 33%. Commissioner Elias asked the Finance Director if we had taken in more than what we have expended. The Finance Director stated it is about the same and he is comfortable with the numbers in the system. Commissioner Gay requested a breakdown of the smart-grid and wants it to become part of the monthly financials. The Finance Director stated once a complete analysis of the smart-grid is done, he will feel comfortable with giving a report and he anticipated he will have the analysis completed with a month. Commissioner Elias asked the Commission if they had an issue with paying the bills on the P-Card. He stated his problem is the large amounts being charged on the P-Card. Commissioner Elias also asked if we were also paying the bills via purchase orders and checks because he can't tell what is being paid from the analysis given. The Manager suggested that Commissioner Elias schedule a meeting with the Finance Director to look over the transactions.

**Comments:**

*City Manager*

City Manager McLean reported that a meeting for the new bill format is scheduled for tomorrow at 6:00 p.m. at City Hall and is also on WQTN.

City Manager McLean reported that he composed a letter to the Senators and Congressman regarding the closing of the Social Security Office and had the Mayor to affix his signature.

City Manager McLean stated that at the last meeting, Commissioner Elias stated that the morale at the Police Department was low. He stated that they have been in negotiations and hopefully the officers will receive their compensation.

City Manager McLean reported that the franchise agreement is no longer handled at the local level and we no longer have any control.

City Manager McLean reported that we use the P-Card to retire old debt.

City Manager McLean reported that they could not find the sewer issue at that address but they did find where a manhole had overflowed in the area.

City Manager McLean reported that he spoke with Ms. Price regarding a grant for signage; she indicated that she did not have a grant, but was enthusiastic about the idea.

City Manager McLean reported that the pot hole in Commissioner Brown's District had been taken care of.

Commissioner Gay stated that the Florida Joint Legislative Auditing Committee met on February 17 and issued a report that the City of Quincy had not submitted the audit. He stated the reports states that they had spoken with staff on several occasions with the latest being February 6, 2014. Commissioner Gay stated that they have spoken to the Manager and he indicated to them that the audit will be issued by the end of next week. The CRA's audit has been completed. Mayor Dowdell stated he spoke with Mr. Thompkins today and he told him that the audit would be delivered today. Commissioner Gay then asked the Manager what action will be taken if they don't receive the audit by February 28, 2014. The Manager stated we did receive the CAFR and when the Finance Director review the numbers and send them back to the Auditor we will in turn send it to the state. Commissioner Gay stated then we should not expect the state to take any action against us. The Manager replied no.

Commissioner Gay stated that he read in the narrative of the materials from the last meeting that the Manager sent out regarding the Hosford connection. Commissioner Gay stated that the Manager should have been keeping us updated on this project. He stated that he received an email from the Manager this morning which he did not have time to research the details. Commissioner Gay asked the Manager how many GBs are we planning to have. The Manager stated one (1) GB. Commissioner Gay stated we expended over \$300,000 for this, he thinks this should have come before them for approval. The Manager stated that this has always been a part of the plan. The Manager stated that the City of Tallahassee's Inter-local agreement with the purchase of broadband with the City is revenue for the City. He stated with the Hosford run, we can have up to 10 GB. City Manager McLean stated we are currently paying \$5,100 per month and with the connection we can pay only\$3,100 per month thus saving the City money. The Manager stated that we don't have sufficient bandwidth to run the City. Commissioner Gay asked what would be the City's back up. Chris Jordan Interim IT Director stated that we will use our current server as the backup. Commissioner Gay stated he doesn't support this project and this should have come before the Commission. Commissioner Gay made a motion to Cease and Desist on all activities associated with this project. Commissioner Elias seconded the motion. Commissioner Elias asked the Manager if he had entered into any agreements/contracts without the Commission's blessings. The City Manager stated he had entered into a contract with Level III approximately a year ago and this would save the City money. The Manager stated that they City would have all the broad band it need and it would be less expensive, we would have 1 GB vs 45 MG. He went on to say that Level III is one of five (5) largest providers in the country. The Manager stated that we piggybacked off Hillsborough County to secure 1 GB at a cost of \$3,100, it was state contract. The Manager stated that the School Board is paying \$19,000 for broad band. City Manager McLean urged the Commission to study the issue before coming to a conclusion. Commissioner Brown requested a copy of the agreement. Mayor Dowdell stated we need to put our personalities aside and think about the citizens. He stated that we need another source of revenue and with the Level III provider, that is revenue. Mayor Dowdell stated that he had said for years he will not be in favor of increasing utility bills. Commissioner Edwards requested a copy of the

agreement. Commissioner Elias stated that the Manager made no attempt to contact him regarding the agreement. Upon roll call by the Clerk, the ayes were Commissioners Brown, Gay and Elias. Nays were Commissioners Edwards and Dowdell. The motion carried. Mayor Dowdell asked where this leaves us now. Commissioner Edwards stated he is not comfortable with the issue and suggested a workshop.

*Clerk – None*

*City Attorney*

City Attorney Miller requested a copy of the agreement/contract.

City Attorney Miller advised the Commission that if they have issues relating to pot holes and other issues that could lead to exposure to liability to the City, he stated that they don't discuss in a public meeting, discuss the matter with the Manager.

*Commissioners Report*

Commissioner Elias asked Attorney Miller if he had submitted his invoices. Mr. Miller stated he won't stand to have his firms affairs discussed in a public forum. Commissioner Elias stated that he is not looking to approve invoices, he just want to keep on top of spending.

Commissioner Elias asked Attorney Miller if he had completed the proposed contract regarding the Manager. Attorney Miller asked what format the Commission wanted. They agreed to the same format and Mr. Miller stated he would have the draft this week.

Commissioner Elias asked the Manager when the striping of the streets in his district would begin. The Manager stated when we get more tempered weather.

Commissioner Elias asked if we were still cutting trees at the well field and on Joe Adams Road and asked if there were any mitigation associated with either property. City Manager McLean stated he used a civil culturist for the work.

Commissioner Elias asked if the accountant position was vacant. The City Manager replied yes.

Commissioner Elias asked if we had the draft audit. The City Manager replied yes the Finance Director would review it and get it back within 24 hours. Commissioner Elias asked what it will take to satisfy the State. The Manager stated the CAFR.

Commissioner Elias asked what amount is left in the smart-grid budget. The City Manager stated approximately \$1.4 million dollars.

Commissioner Elias stated since Comcast cable industry is deregulated, competition can come into the City.



Commissioner Gay asked why the City cut trees on Crawford Street. The Manager stated as part of the Tanyard Creek for the lineal trail.

Commissioner Gay asked what the line of credit is. The Manager stated \$448,000. Commissioner Gay asked the Manager when he anticipates on making another payment.

Commissioner Gay asked the number of employees being paid from smart-grid. The Manager stated 1 full time person and 3 contract workers.

Commissioner Edwards asked when we will get the audit.

Commissioner Brown stated he would email the Manager with his concerns.

Mayor Dowdell informed the Commission that New Evangel Temple of God in Christ is requesting to purchase the property located at 429 Williams Street for parking. Mayor Dowdell stated that the City purchased the property because it floods. Mayor Dowdell made a motion to allow the City to enter into negotiations regarding the purchase of the property. Commissioner Brown seconded the motion. The ayes were unanimous.

Mayor Dowdell stated that Mr. Thompkins will be here on March 11, 2014 to formally present the audit.

Mayor Dowdell stated we need a workshop with the Manager to discuss his contract. Commissioner Elias stated the Manager was not precluded from the first meeting, he chose to leave.

The Commission agreed to hold a workshop Tuesday, March 4, 2014 at 6:00 p.m. on Modular Homes.

Mayor Dowdell reported that he voted to continue the Hosford Connection and now want to change his vote to confirm yes to make the vote 4-1 with Commissioner Edwards as the only descending vote.

Commissioner Gay recognized former Mayor Commissioners Millie Forehand and Finley Cook.

Comments from the audience

Emanuel Sapp came before the Commission and stated that they should reconsider their vote regarding the Hosford Connection. He stated that it would save the tax payers a considerable amount of money. He also stated that approximately 60% of our citizens are on a fixed income. Mr. Sapp stated the City need another source of revenue. Why pay AT&T \$5,100 for 45MG and you could pay \$3,100 for 1GB. Mr. Sapp stated he is putting the Commission on notice if they move forward.

Commissioner Edwards stated the CRA needs to schedule a special meeting as soon as possible.

Mayor Dowdell announced that Mr. Harry Holt's funeral will be held Saturday, March 1, 2014 at St. James African Methodist Episcopal Church at 11:00 a.m.

Commissioner Elias made a motion to adjourn. Commissioner Edwards seconded the motion. There being no further business to discuss, the meeting was adjourned.

APPROVED:

---

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

ATTEST:

---

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

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR DEFINITIONS AMENDED; PROVIDING FOR CODE ENFORCEMENT BOARD ABOLISHED; PROVIDING FOR BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED; PROVIDING FOR ATTENDANCE, REMOVAL FROM OFFICE REPEALED; PROVIDING FOR ORGANIZATION, EXPENSES REPEALED; PROVIDING FOR SPECIAL MAGISTRATE, APPOINTMENT, QUALIFICATION AMENDED; PROVIDING FOR ENFORCEMENT PROCEDURE AMENDED; PROVIDING FOR HEARING PROCEDURES AMENDED; PROVIDING FOR POWERS OF CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED; PROVIDING FOR FINE, LIEN AND FORECLOSURE AMENDED; PROVIDING FOR APPEAL AMENDED; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE ORDAINED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FL THAT;**

**SECTION 1. AUTHORITY.** The authority for this Ordinance is Section 166.021, and Chapter 162, Florida Statutes.

**SECTION 2. DEFINITIONS AMENDED.** City Code Sec. 2-501. Definitions is amended to read:

**Sec. 2-501. Definitions.**

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

Code means any of the several chapters of this Code or its ordinances on zoning and land development regulations or any other codes or technical codes of the city.

Code enforcement board secretary means the City Clerk or such other City employee as designated by the City Commission.

Code inspector means any authorized agent or employee of the City whose duty it is to ensure code compliance.

~~Enforcement board means the city code enforcement board appointed by the city commission.~~

Legal counsel means the City Attorney who shall represent the municipality and may present cases before the code enforcement board.

Repeat violation means a violation of a provision of a code or ordinance by a person whom the City's Special Magistrate or prior code enforcement board has previously found to have violated the same provision within five years prior to the violation.

Violator means the property owner or business entity occupying the premises or any combination thereof.

Special magistrate means an officer appointed as provided in this article who shall have the status and authority of ~~the board to the extent prescribed herein.~~ a Code Enforcement Board pursuant to Florida Statute Chapter 162.

**SECTION 3. CODE ENFORCEMENT BOARD ABOLISHED.** City Code Sec. 2-502 Board Created, membership is repealed.

~~Sec. 2-502. Board Created, membership.~~

~~There is hereby created a city code enforcement board which shall be composed of seven members, all of whom shall be residents of the city.~~

**SECTION 4. BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED.** City Code Sec 2-503 Same Function; appointments, terms of office is repealed.

~~Sec. 2-503. Same Function; appointments; terms of office.~~

~~(a) — The city code enforcement board shall have the power to conduct hearings relating to violations of codes and ordinances in force in the city. —~~

~~(b) — Appointments to the code enforcement board shall be made by the city commission on the basis of experience or interest in the subject matter jurisdiction of the board. The membership of the board shall, whenever possible, include an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.~~

~~(c) — The initial terms of members of the board shall be as follows: Two members shall be appointed for a term of one year each; three members shall be appointed for a term of two years each; and two members shall be appointed for a term of three years each.~~

~~(d) — Thereafter, appointments shall be for a term of three years. Members may be reappointed upon the concurrence of the city commission. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term of office.~~

**SECTION 5. BOARD ATTENDANCE, REMOVAL FROM OFFICE IS REPEALED.** City Code Sec. 2-504 Same -Attendance; removal from office is repealed.

~~Sec. 2-504. Same Attendance; removal from office.~~

- ~~(a) Any member of the board who fails to attend two out of three successive meetings without cause and without prior approval of the chairman of the board shall automatically forfeit such appointment and the city commission shall promptly fill such vacancy.~~
- ~~(b) The members of the board shall serve subject to the provisions of F.S. ch. 162 and may be suspended and removed for cause.~~

**SECTION 6. ORGANIZATION, EXPENSES REPEALED.** City Code Sec. 2-505 Same - Organization; expenses is repealed.

~~Sec. 2-505. Same Organization; expenses.~~

- ~~(a) At the first meeting of the board, the members shall elect one of the members to be chairman. The person so elected shall function as chairman for a one year term.~~
- ~~(b) Four or more members of the board present at any meeting shall constitute a quorum in order for the board to conduct its business.~~
- ~~(c) Members of the board shall serve without compensation but shall be entitled to be reimbursed for such mileage expenses and per diem expenses as the city commission may authorize.~~

**SECTION 7. SPECIAL MAGISTRATES, APPOINTMENT, QUALIFICATIONS AMENDED.** City Code Sec. 2-505A Special Magistrates; appointment, qualifications is amended.

**Sec. 2-505A. Special Magistrates; appointment, qualifications.**

- (a) The City Commission may appoint one or more Special Magistrates who shall have the authority to hold hearings, assess fines against violators of the codes and ordinances of the city, reduce fines in whole or in part, and otherwise exercise the powers of a municipal code enforcement board as provided in F.S. Ch. 162, pt. I, as and to the extent provided in this article.
- (b) A Special Magistrate shall be a resident of the City.
- (c) A Special Magistrate shall be appointed to a term of three years and may be reappointed.
- (d) A Special Magistrate shall serve without compensation but may be reimbursed for expenses to the same extent that a board member may be reimbursed, as determined by the City Commission.
- (e) ~~Regular hearings before a special magistrate shall be held monthly.~~ Regular and special hearings before a Special Magistrate may be held as often as necessary. All hearings shall be open to the public.
- (f) Minutes and records of hearings before a Special Magistrate shall be kept and maintained by the city Code Enforcement Secretary in the manner and to the extent required by law. The City shall provide necessary and reasonable clerical and administrative support to enable a Special Magistrate to perform his or her duties. A Special Magistrate shall not be authorized to hire or use the services of any person except those provided by the City to assist him or her in the performance of his or her duties.

- (g) A special magistrate shall be subject to removal for cause. ~~as provided by the ordinances of the city for the removal of a member of the board, except that a failure to attend one hearing for which notice has been given without cause and without the prior approval of the chair of the board shall be grounds for removal.~~

**SECTION 8. ENFORCEMENT PROCEDURE AMENDED.** City Code Sec. 2-506  
Enforcement procedure is amended.

**Sec. 2-506. Enforcement procedure.**

Except where the inspector charged with enforcing a particular code or ordinance identified herein has reason to believe that a code violation presents a serious threat to the public health, safety and welfare, the code enforcement procedure under this article shall be as follows:

(1) It shall be the duty of the code inspector to initiate enforcement proceedings with respect to each code or ordinance.

(2) Where the code inspector finds or is made aware of a code violation, the code inspector shall notify the violator and such notice shall provide a reasonable time to correct the violation. "Reasonable time" is defined as the time that would be required by a prudent person acting diligently to correct the violation, taking into consideration the scope of the work required, the necessity to obtain any required permit or other approval by a government agency, and delays that may reasonably be expected to be encountered such as but not necessarily limited to the weather; however, where a different time period in which to correct the violation is provided for by the ordinance being enforced, that time period shall constitute reasonable time for that particular violation. Should the violation continue beyond the time specified in the notice, the code inspector shall ~~notify the code enforcement board and request a hearing~~ The code enforcement board, through its clerical staff, shall schedule a hearing ~~schedule the matter for hearing before a Special Magistrate~~ and written notice of such hearing shall be hand delivered or mailed as provided by this article to such violator. If the violation is corrected and then recurs, the case shall be presented to the ~~board~~ Special Magistrate even if the violation is corrected prior to the ~~board~~ Special Magistrate hearing at which the recurring violation is scheduled to be heard. The notice of the hearing shall state that the case shall be presented to the ~~board~~ Special Magistrate even if the violation is corrected but recurs prior to the hearing date.

(3) If a repeat violation is found, the code inspector shall notify the violator, but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall ~~notify the board and request a hearing~~. ~~The board, through its clerical staff, shall schedule a hearing~~ schedule the matter for hearing before a Special Magistrate and shall provide notice as provided by this article to such violator. The case may be presented to the ~~board~~ Special Magistrate even if the repeat violation has been corrected prior to the ~~board~~ Special Magistrate hearing, and the notice shall so state.

(4) If the code inspector has reason to believe a violation presents a serious threat to the public health, safety and welfare, or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately ~~notify the code enforcement board and request a hearing~~. schedule the matter for hearing before a Special Magistrate.

**SECTION 9. HEARING PROCEDURES AMENDED.** City Code Sec. 2-507 Hearing procedures is amended

**Sec. 2-507. Hearing procedures.**

~~(a) Upon request of the code inspector, or at such other times as may be necessary, the chairman of the code enforcement board may call a hearing, and such hearings may also be called by a written notice signed by three members of the board.~~

~~(b) Minutes shall be kept of all hearings by the board and all hearings and proceedings shall be open to the public.~~

~~(c) The city commission shall provide clerical and administrative personnel as may be required to assist the board in the proper performance of its duties.~~

~~(d) The city attorney or assistant shall not present cases before the board or special magistrate. A member of the administrative staff of the city shall present cases before the board and special magistrate.~~

~~(a) (e) Cases agendaed for a particular day shall be heard. All testimony shall be under oath and shall be recorded. The Special Magistrate board shall take testimony from the code inspector and the alleged violator, and may take testimony from any other person familiar with the case or having knowledge about the case. The Special Magistrate board shall not be bound by formal rules of evidence; however, it he or she shall act to ensure fundamental due process in each of its cases.~~

~~(b) (f) At the conclusion of each hearing, the Special Magistrate board shall issue findings of fact, based on evidence of record and conclusions of law, and its his or her order shall provide relief consistent with F.S. ch. 162. Each finding shall be by motion approved by a majority of those members present and voting. In order for an action to be official, at least four members of the board must vote for the action. The order may include a notice that it must be complied with by a specified date, and that a fine may be imposed if the order is not complied with by that date.~~

~~(c) (g) A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the board Special Magistrate shall issue an order acknowledging compliance which shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance. No hearing is required therefor.~~

~~(d) No Special Magistrate shall have authority to compromise, or reduce the amount owed incident to a recorded effecting a lien. Jurisdiction regarding compromise or reduction of such a lien vests with the City Commission.~~

**SECTION 10. POWERS OF SPECIAL CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED.** City Code Sec. 2-508 Powers of special magistrate is amended.

**Sec. 2-508. Powers of ~~code enforcement board and special magistrate.~~**

~~(a) The City ~~code enforcement board~~ Special Magistrate shall have the power to:~~

~~(a) (1) Adopt rules for the conduct of the hearings ~~it he or she~~ holds pursuant to F.S. ch. 162.~~

~~(b) (2) Subpoena alleged violators and witnesses to ~~its~~ hearings. Such subpoenas may be~~

served by the City's police department or by the Sheriff of the County.

~~(c) (3)~~ Subpoena evidence to its hearings.

~~(d) (4)~~ Take testimony under oath.

~~(e) (5)~~ Issue orders following a hearing, which orders shall have the force of law and which orders shall set forth the steps necessary to be accomplished in order to bring a violation into compliance with the code or ordinance that has been violated.

~~(b) — A special magistrate shall have the power to conduct a hearing and take testimony under oath in any case in which the board has previously (1) found that one or more violations of the codes or ordinances of the city exist, (2) entered an order requiring compliance by a specified date, and (3) provided that a fine may be imposed for each day thereafter that the violation continues past the date set for compliance. A special magistrate shall not hear or decide a case that does not meet these requirements. In each such case, following the hearing, the special magistrate may impose a fine at the daily rate set by the board or at a lesser daily rate for each day that the violation is found by the special magistrate to continue past the date set for compliance, and may certify a lien securing such fine, as provided in section 2-509.~~

~~(e)~~ The Special Magistrate may, in the alternative, defer the imposition of a fine and may defer certification of a lien securing such fine for a reasonable time necessary to correct the violation.

**SECTION 11. FINE, LIEN AND FORECLOSURE AMENDED.** City Code Sec. 2-509  
Fine, lien and foreclosure is amended.

**Sec. 2-509. Fine, lien and foreclosure.**

(a) Upon being notified by the code inspector that a previous order issued by the board has not been complied with within the time established in such order or, upon finding that a repeat violation has been committed, ~~the board~~ or the special magistrate may order the violator to pay a fine to the city in an amount specified in this section for each day the violation continues past the compliance date established in its order or, in the case of a repeat violation, for each day the repeat violation continues past the date of notice to the violator of the repeat violation. Notice of the hearing at which the imposition of a fine and certification of a lien will be considered shall be provided to the violator in the manner provided by section 2-511. If a finding of a violation or repeat violation has been made as provided in this article, a hearing shall not be necessary for issuance of the order imposing the fine.

(b) Any fine ~~the board~~ Special Magistrate imposes pursuant to this section shall not exceed \$250.00 per day for a first violation or \$500.00 per day for a repeat violation. In determining the amount of the fine, if any, the board shall consider the following factors: (1) the gravity of the violation; (2) any actions taken by the violator to correct the violation; and (3) any previous violations committed by the violator. ~~The board~~ Special Magistrate or the special magistrate may subsequently reduce any such fine so imposed, but has no authority to compromise or reduce a fine that is subject of a recorded lien.

(c) A certified copy of an order imposing a fine may be recorded in the public records of the county, and thereafter such order shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of



this state, including levy against the personal property, but such order shall not be deemed to be a judgment of a court except for enforcement purposes.

(d) A fine imposed pursuant to this article shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first.

(e) After three months from the filing of any such lien which remains unpaid; the ~~code-enforcement board or the~~ special magistrate may authorize the City Attorney to foreclose on such lien or to sue to recover a money judgment for the amount of the lien plus accrued interest in the manner provided by statute for the foreclosure of other municipal liens and the collection of liens. No lien created pursuant to the provisions of this chapter may be foreclosed on real property which is a homestead under art. X, ' 4 of the State Constitution.

**SECTION 12. APPEAL AMENDED.** City Code Sec. 2-510 Appeal is amended.

**Sec. 2-510. Appeal.**

Any aggrieved party, including the City Commission ~~local governing body~~, may appeal a final administrative order of the ~~city code enforcement board or the~~ Special Magistrate to the circuit court of the county as provided by F.S. ' 162.11. Such an appeal shall not be a hearing created de novo, but shall be limited to appellate review of the record created before the enforcement board. The appeal provided for herein shall be filed within 30 days of the execution of the order to be appealed.

**SECTION 14. INCORPORATION INTO CODE OF ORDINANCES.** This Ordinance shall be incorporated into the City of Quincy Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**SECTION 15. SEVERABILITY.** Each separate section of this Ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

**SECTION 16. EFFECTIVE DATE.** This Ordinance will take effect immediately upon its adoption by the City Commission of the City of Quincy, Florida, and the signature of the Mayor.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.**

APPROVED:

---

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

ATTEST:

---

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

**ORDINANCE NO. 1059-2014**

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

**WHEREAS**, the City Commission of the City of Quincy, Florida met in regular sessions; and

**WHEREAS**, Section 166.021, Florida Statutes is the authority for this Ordinance; and

**WHEREAS**, the City Commission, based on a water and sewer rate study conducted by the consulting firm of Hatch Mott MacDonald, has determined that the water and sewer rates do not generate sufficient revenues to cover expenses and debt obligation; and

**WHEREAS**, the City Commission has determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges from all users of the City waterworks system; the proceeds of such charges shall be sufficient to be used for the purpose of operating, replacing, repairing the public waterworks; and

**WHEREAS**, the City Commission is required to increase water user charges to cover any bonded indebtedness deficiencies in the debt service fund;

**NOW, THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA:**

**SECTION: 1.** Section 74-95 of the Code of Ordinances of the City of Quincy, Florida, water rates, fees and charges, is hereby amended to read as follows:

Sec. 74-95. Water rates, fees and charges.

There is adopted the following schedule of rates, fees and charges which shall be charged by the City for the following services and facilities provided customers of the City's water system as of March 15, 2014, except that for all water delivered and supplied to points outside the corporate limits of the City and within Gadsden County limits, there shall be a rate adjustment added to the rates provided for schedule described below in the amount of 25 percent of the schedule of rates, fees and charges effective October 1, 2002, said rate adjustment to be placed in the surcharge water reserve for expenditure for emergency nature and debt service:

**WATER SERVICES RATE SCHEDULE**

(1) Monthly rate.

(a) Residential readiness to serve charge. The monthly charge shall be determined by the meter size as indicated below for residential customers:

**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

Size of Water Meter Minimum (inches)	Minimum Bill		Gallons Included in
<u>3/4</u> or smaller	<del>\$9.25</del>	<u>\$10.45</u>	3,000
<u>1</u>	<del>12.25</del>	<u>\$13.85</u>	3,000
<u>1 1/2</u>	<del>15.25</del>	<u>\$17.25</u>	3,000
<u>2</u>	<del>25.75</del>	<u>\$29.10</u>	3,000
<u>3</u>	<del>38.25</del>	<u>\$43.20</u>	3,000
<u>4</u>	<del>59.75</del>	<u>\$67.50</u>	3,000
<u>6</u>	<del>108.25</del>	<u>\$122.30</u>	3,000

(b) Commercial and industrial readiness to serve charge. The monthly charge shall be determined by the meter size as indicated below for commercial and industrial customers:

Size of Water Meter Minimum (inches)	Meter Charge		Gallons Included in
<u>3/4</u> or smaller	<del>\$23.50</del>	<u>\$26.55</u>	3,000
<u>1</u>	<del>25.75</del>	<u>\$29.10</u>	3,000
<u>1 1/2</u>	<del>31.50</del>	<u>\$35.60</u>	3,000
<u>2</u>	<del>38.00</del>	<u>\$42.95</u>	3,000
<u>3</u>	<del>54.00</del>	<u>\$61.00</u>	3,000
<u>4</u>	<del>79.50</del>	<u>\$89.85</u>	3,000
<u>6</u>	<del>170.00</del>	<u>\$192.10</u>	3,000

(2) The City Commission shall re-evaluate the rates upon satisfaction of the water and sewer bond issued in the year 2003. Nothing in this subsection is intended to preclude the Commission from making rate adjustments as it deems necessary.

(3) All water rates/charges in sub-section (1)(a) and (1)(b) above shall be adjusted October 1st each year beginning in 2015 by 2.5%.

(3) (4) Residential usage charge. The water usage charge for residential customers shall be as shown below:

Usage Charge	Gallon Range
<del>\$2.30</del> <u>\$2.60</u> per 1,000 gallons	3,001-12,999
<del>2.55</del> <u>\$2.90</u> per 1,000 gallons	13,000-22,999
<del>2.90</del> <u>\$3.30</u> per 1,000 gallons	23,000-199,999
<del>3.10</del> <u>\$3.50</u> per 1,000 gallons	>199,999

(5) All water rates in sub-section (4) above shall be adjusted October 1st each year beginning in 2015 by 2.5%.

(4)(6) Commercial and industrial usage charge. The water usage charge for commercial and industrial customers shall be as shown below:

Usage Charge	Gallon Range
<del>\$3.15</del> <u>\$3.55</u> per 1,000 gallons	3,001-12,999

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

<del>3.40</del> <u>\$3.85 per 1,000 gallons</u>	13,000-22,999
<del>3.70</del> <u>\$4.20 per 1,000 gallons</u>	23,000-199,999
<del>3.90</del> <u>\$4.40 per 1,000 gallons</u>	>199,999

(7) All water rates/charges in sub-section (6) above shall be adjusted October 1<sup>st</sup> each year beginning in 2015 by 2.5%.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this Ordinance or the application thereof, to any person or circumstances, is held invalid or unconstitutional, such finding shall not affect the other provisions, or applications of the Ordinance, which can be given effect without the invalid or unconstitutional provision or application, and to this end, the provision of the Ordinance is declared severable.

SECTION 3. This Ordinance shall be effective upon its passage by the City Commission.

INTRODUCED, in open session of the City Commission of the City of Quincy; Florida, on the \_\_\_ day of February, A.D.2014.

PASSED, in open session of the City Commission of the City of Quincy, Florida, on the \_\_\_ day of March, A.D.2014.

\_\_\_\_\_  
 Keith Dowdell  
 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

# ORDINANCE NO. 1060-2014

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

**WHEREAS**, the City Commission of the City of Quincy, Florida met in regular sessions; and

**WHEREAS**, the authority for this Ordinance is Section 166.021, Florida Statutes;

**WHEREAS**, the City Commission, based on a water and sewer rate study conducted by the consulting firm of Hatch Mott MacDonald, has determined that the water and sewer rates do not generate sufficient revenues to cover expenses and debt obligation; and

**WHEREAS**, the City Commission, pursuant to Section 74-117, has determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges from all users who contribute wastewater to the City treatment work; the proceeds of such charges shall be sufficient to be used for the purpose of operating, replacing, repairing the public wastewater treatment works; and

**WHEREAS**, the City Commission, pursuant to Section 74-116 (b)(4), is required to increase wastewater user charges to cover any bonded indebtedness deficiencies in the debt service fund;

**NOW, THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA:**

SECTION: 1. Section 74-118 of the Code of Ordinances of the City of Quincy, Florida, Sewer services and rates, fees and charges, is hereby amended to as follows:

Sec. 74-118. Sewer services and rates, fees and charges.

There is adopted the following schedule of rates, fees and charges which shall be charged by the City for the following services and facilities provided customers of the city sewer system as of ~~October 1, 1996~~ March 15, 2014, except any persons whose property is located outside the corporate limits of the City and is within Gadsden County limits, and who desires to, or has connected his property, place of business or residence with sanitary sewer system of the City shall pay rates, fees and charges as described below plus a rate adjustment of 25 percent as of October 1, 2002; said rate adjustment to be placed in a surcharge sewer reserve for emergency and debt service purpose:

## SEWER SERVICE RATE SCHEDULE

(a) Availability. Applicable to all sewer service within the territory served by the City except

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

that the City may, at its option, refuse to accept sewage into its system having unusual, dangerous or difficult to treat characteristics, as determined by the City, including but not limited to: volatile or explosive materials; radioactive isotopes; toxic substances or other compounds in sufficient quantities to create hazards in the sewer system or receiving waters, or adversely affect the treatment process; on liquids with extremely low or high pH; or high temperature liquids or gases.

(b) Monthly rates.

#### RESIDENTIAL CUSTOMERS

(1) Readiness to serve charge. The minimum monthly rates and the quantities of sewage allowed for those minimums will be determined by the meter size as indicated below.

Size of Water Meter Minimum (inches)	Minimum Bill	Gallons Included in
¾ or smaller	<del>\$21.30</del> <u>\$24.05</u>	3,000
1	<del>25.50</del> <u>28.80</u>	3,000
1½	<del>35.70</del> <u>40.35</u>	3,000

(2) The City Commission shall re-evaluate the rates upon satisfaction of the water and sewer bond issued in the year 2003. Nothing in this subsection is intended to preclude the Commission from making rate adjustments as it deems necessary.

(3) All sewer rates/charges above shall be adjusted October 1st each year beginning in 2015 by 2.5%.

~~(3)~~ (4) Usage charge. All additional sewer usage above the minimum quantities shown above except usage between 30,000 gallons and 50,000 gallons to be charged at \$3.65 per 1000 gallons above the minimum (up to maximum). The aforementioned sewer rate shall be adjusted October 1st each year beginning in 2015 by 2.5%.

~~(4)~~ (5) Maximum charge, residential. There is no maximum charge set, however, there is no additional charge for usage between 30,000 gallons and 50,000 gallons. Quantities above 50,000 gallons to be charged at ~~\$3.20~~-\$3.65 per 1,000 gallons. The aforementioned sewer rate/charge shall be adjusted October 1st each year beginning in 2015 by 2.5%.

#### COMMERCIAL AND INDUSTRIAL CUSTOMERS

(1) Readiness to serve charge. The minimum monthly rates and the quantities of sewage allowed for those minimums will be determined by the meter size as indicated below.

Size of Water Meter Minimum (inches)	Minimum Bill	Gallons Included in
¾ or smaller	<del>\$34.10</del> <u>\$38.55</u>	3,000
1	<del>\$35.70</del> <u>\$40.35</u>	4,000

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

1½	<del>\$46.50</del> <u>\$52.55</u>	8,000
2	<del>\$82.50</del> <u>\$92.90</u>	20,000
3	<del>\$113.40</del> <u>\$128.15</u>	30,000
4	<del>\$170.60</del> <u>\$192.80</u>	40,000
6	<del>\$247.80</del> <u>\$280.00</u>	60,000

(2) All sewer rates/charges above shall be adjusted October 1st each year beginning in 2015 by 2.5%.

(2)(3) Usage charge. All additional sewer usage above the minimum quantities shown above to be charged at ~~\$4.00~~ \$4.55 per 1,000 gallons above the minimum (no maximum). The aforementioned sewer rate/charge shall be adjusted October 1st each year beginning in 2015 by 2.5%.

(c)

Multiple unit customers. When the City provides sewer service through a single connection to customers such as motels, hotels, trailer parks, apartments, etc., where more than one dwelling unit is served, the above rates shall apply to these customers, except that the monthly bill for multiple unit customers shall be the greater of:

(1)

The above schedule of charges; or

(2)

Six dollars and forty cents for the first unit plus \$4.25 per month per unit for all additional units, whether occupied or not.

(d)

*Allowance for water not entering sewer system.* Sewage disposal service charges are based on quantity of sewage discharged to the City sewer system. If all water entering an establishment will not be discharged to the City sewer system, a separate water meter may be installed on the water line which discharges to the sewer. Such meters shall be installed and maintained at the expense of the user, and the City shall, at all times, have access to such meters for the purpose of inspecting, testing, repairing, replacing or reading such meters. Where no provision is made to meter the sewage or water discharged to the sewer, sewer charges shall be based on the total metered water use at the premises served. In those cases where it is impractical to install an additional water meter to measure the water that is not being discharged into the city sewer system, the City Manager shall have the authority to estimate the sewer usage. When water service is not provided by the City, the City may set the monthly rate based upon estimated sewage quantities.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.



(e)

*Outside corporate limits.* Outside the corporate City limits a 25 percent surcharge will be added to business and residential customers.

(f)

*Tax adjustments.* Tax adjustments shall be the same as for residential electric service (see subsection 74-177(f)).

(g)

*Surcharge for strong wastes.* To the above rates and charges there shall be added a surcharge of 0.1 percent for each ppm of suspended solids in excess of 300 ppm and/or grease in excess of 100 ppm and 0.125 percent for each ppm of five-day, 20 degrees centigrade BOD in excess of 250 ppm, all as determined by the City from samples and tests made of the customer's sewage. The City may require customers discharging such strong wastes into the system to construct control manholes to facilitate observation and sampling. Customers discharging more than two percent of the City's daily sewage flow may be required to construct special holding tanks so as to release the quantity at an even rate over a 24-hour period.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, such finding shall not affect the other provisions, or applications of the Ordinance which can be given effect without the invalid or unconstitutional provision or applications, and to this end the provision of the Ordinance is declared severable.

SECTION 3. This Ordinance shall be effective upon its passage by the City Commission.

INTRODUCED, in open session of the City Commission of the City of Quincy, Florida, on the \_\_\_ day of February, A.D.2014.

PASSED, in open session of the City Commission of the City of Quincy, Florida, on the \_\_\_ day of March, A.D. 2014.

\_\_\_\_\_  
Keith Dowdell  
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

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: March 11, 2014

Date Submitted: March 4, 2014

To: Honorable Mayor and Members of the Commission

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

Subject: Request to Utilize Solely the Code Magistrate Process  
for Code Violations

---

**Statement of Issue:**

This is a request for the Commission's directive to clarify the City's code regarding the use of the Code Magistrate process for addressing code violations in the City. The City's Code, Chapter 2, Section 2.502, provides for the use of the Code Enforcement Board and the Code Magistrate for the enforcement of code violations in the City. Utilizing the Code Enforcement Board and the Code Magistrate makes addressing code violations time consuming. In the past several years, the City has been utilizing the Code Magistrate process alone to address code violations because it is a simpler process which has resulted in greater compliance and a cleaner environment. The City's attorney has reviewed the process currently in place and came to the conclusion that it would be appropriate for the City to clarify the code by removing the use of the Code Enforcement Board and to rely solely on the Code Magistrate process for addressing code violations. The proposed revision removes all sections of Chapter 2 pertaining to the creation of, and functions of the Code Enforcement Board. Attached to this memorandum is a draft Ordinance proposing to amend Chapter 2 in order to accomplish the purpose of utilizing the code magistrate process only. The proposed Ordinance has not been advertised.

**OPTIONS:**

- Option 1: Direct Staff to draft the Ordinance and advertise it accordingly.
- Option 2: Do not direct staff to proceed with drafting the Ordinance.

**Staff Recommendation:**

Option 1

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR DEFINITIONS AMENDED; PROVIDING FOR CODE ENFORCEMENT BOARD ABOLISHED; PROVIDING FOR BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED; PROVIDING FOR ATTENDANCE, REMOVAL FROM OFFICE REPEALED; PROVIDING FOR ORGANIZATION, EXPENSES REPEALED; PROVIDING FOR SPECIAL MAGISTRATE, APPOINTMENT, QUALIFICATION AMENDED; PROVIDING FOR ENFORCEMENT PROCEDURE AMENDED; PROVIDING FOR HEARING PROCEDURES AMENDED; PROVIDING FOR POWERS OF CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED; PROVIDING FOR FINE, LIEN AND FORECLOSURE AMENDED; PROVIDING FOR APPEAL AMENDED; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE ORDAINED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FL THAT;**

**SECTION 1. AUTHORITY.** The authority for this Ordinance is Section 166.021, and Chapter 162, Florida Statutes.

**SECTION 2. DEFINITIONS AMENDED.** City Code Sec. 2-501. Definitions is amended to read:

**Sec. 2-501. Definitions.**

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

Code means any of the several chapters of this Code or its ordinances on zoning and land development regulations or any other codes or technical codes of the city.

Code enforcement board secretary means the City Clerk or such other City employee as designated by the City Commission.

Code inspector means any authorized agent or employee of the City whose duty it is to ensure code compliance.

~~Enforcement board means the city code enforcement board appointed by the city commission.~~

Legal counsel means the City Attorney who shall represent the municipality and may present cases before the code enforcement board.

Repeat violation means a violation of a provision of a code or ordinance by a person whom the City's Special Magistrate or prior code enforcement board has previously found to have violated the same provision within five years prior to the violation.

Violator means the property owner or business entity occupying the premises or any combination thereof.

Special magistrate means an officer appointed as provided in this article who shall have the status and authority of ~~the board to the extent prescribed herein~~. a Code Enforcement Board pursuant to Florida Statute Chapter 162.

**SECTION 3. CODE ENFORCEMENT BOARD ABOLISHED.** City Code Sec. 2-502 Board Created, membership is repealed.

**~~Sec. 2-502. Board Created, membership.~~**

~~There is hereby created a city code enforcement board which shall be composed of seven members, all of whom shall be residents of the city.~~

**SECTION 4. BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED.** City Code Sec 2-503 Same Function; appointments, terms of office is repealed.

**~~Sec. 2-503. Same Function; appointments; terms of office.~~**

~~(a) — The city code enforcement board shall have the power to conduct hearings relating to violations of codes and ordinances in force in the city. —~~

~~(b) — Appointments to the code enforcement board shall be made by the city commission on the basis of experience or interest in the subject matter jurisdiction of the board. The membership of the board shall, whenever possible, include an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.~~

~~(c) — The initial terms of members of the board shall be as follows: Two members shall be appointed for a term of one year each; three members shall be appointed for a term of two years each; and two members shall be appointed for a term of three years each.~~

~~(d) — Thereafter, appointments shall be for a term of three years. Members may be reappointed upon the concurrence of the city commission. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term of office.~~

**SECTION 5. BOARD ATTENDANCE, REMOVAL FROM OFFICE IS REPEALED.** City Code Sec. 2-504 Same -Attendance; removal from office is repealed.

**~~Sec. 2-504. Same Attendance; removal from office.~~**

- ~~(a) — Any member of the board who fails to attend two out of three successive meetings without cause and without prior approval of the chairman of the board shall automatically forfeit such appointment and the city commission shall promptly fill such vacancy.~~
- ~~(b) — The members of the board shall serve subject to the provisions of F.S. ch. 162 and may be suspended and removed for cause.~~

**SECTION 6. ORGANIZATION, EXPENSES REPEALED.** City Code Sec. 2-505 Same - Organization; expenses is repealed.

**~~Sec. 2-505. — Same Organization; expenses.~~**

- ~~(a) — At the first meeting of the board, the members shall elect one of the members to be chairman. The person so elected shall function as chairman for a one-year term.~~
- ~~(b) — Four or more members of the board present at any meeting shall constitute a quorum in order for the board to conduct its business.~~
- ~~(c) — Members of the board shall serve without compensation but shall be entitled to be reimbursed for such mileage expenses and per diem expenses as the city commission may authorize.~~

**SECTION 7. SPECIAL MAGISTRATES, APPOINTMENT, QUALIFICATIONS AMENDED.** City Code Sec. 2-505A Special Magistrates; appointment, qualifications is amended.

**Sec. 2-505A. Special Magistrates; appointment, qualifications.**

- (a) The City Commission may appoint one or more Special Magistrates who shall have the authority to hold hearings, assess fines against violators of the codes and ordinances of the city, reduce fines in whole or in part, and otherwise exercise the powers of a municipal code enforcement board as provided in F.S. Ch. 162, pt. I, as and to the extent provided in this article.
- (b) A Special Magistrate shall be a resident of the City.
- (c) A Special Magistrate shall be appointed to a term of three years and may be reappointed.
- (d) A Special Magistrate shall serve without compensation but may be reimbursed for expenses to the same extent that a board member may be reimbursed. as determined by the City Commission.
- (e) ~~Regular hearings before a special magistrate shall be held monthly.~~ Regular and

special hearings before a Special Magistrate may be held as often as necessary. All hearings shall be open to the public.

- (f) Minutes and records of hearings before a Special Magistrate shall be kept and maintained by the city Code Enforcement Secretary in the manner and to the extent required by law. The City shall provide necessary and reasonable clerical and administrative support to enable a Special Magistrate to perform his or her duties. A Special Magistrate shall not be authorized to hire or use the services of any person except those provided by the City to assist him or her in the performance of his or her duties.
- (g) A special magistrate shall be subject to removal for cause. ~~as provided by the ordinances of the city for the removal of a member of the board, except that a failure to attend one hearing for which notice has been given without cause and without the prior approval of the chair of the board shall be grounds for removal.~~

**SECTION 8. ENFORCEMENT PROCEDURE AMENDED.** City Code Sec. 2-506  
Enforcement procedure is amended.

**Sec. 2-506. Enforcement procedure.**

Except where the inspector charged with enforcing a particular code or ordinance identified herein has reason to believe that a code violation presents a serious threat to the public health, safety and welfare, the code enforcement procedure under this article shall be as follows:

- (1) It shall be the duty of the code inspector to initiate enforcement proceedings with respect to each code or ordinance.
- (2) Where the code inspector finds or is made aware of a code violation, the code inspector shall notify the violator and such notice shall provide a reasonable time to correct the violation. "Reasonable time" is defined as the time that would be required by a prudent person acting diligently to correct the violation, taking into consideration the scope of the work required, the necessity to obtain any required permit or other approval by a government agency, and delays that may reasonably be expected to be encountered such as but not necessarily limited to the weather; however, where a different time period in which to correct the violation is provided for by the ordinance being enforced, that time period shall constitute reasonable time for that particular violation. Should the violation continue beyond the time specified in the notice, the code inspector shall ~~notify the code enforcement board and request a hearing~~ The code enforcement board, through its clerical staff, shall schedule a hearing ~~schedule the matter for hearing before a Special Magistrate~~ and written notice of such hearing shall be hand delivered or mailed as provided by this article to such violator. If the violation is corrected and then recurs, the case shall be presented to the ~~board~~ Special Magistrate even if the violation is corrected prior to the ~~board~~ Special Magistrate hearing at which the recurring violation is scheduled to be heard. The notice of the hearing shall state that the case shall be presented to the ~~board~~ Special Magistrate even if the violation is corrected but recurs prior to the hearing date.
- (3) If a repeat violation is found, the code inspector shall notify the violator, but is not

required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall ~~notify the board and request a hearing. The board, through its clerical staff, shall schedule a hearing~~ schedule the matter for hearing before a Special Magistrate and shall provide notice as provided by this article to such violator. The case may be presented to the ~~board~~ Special Magistrate even if the repeat violation has been corrected prior to the ~~board~~ Special Magistrate hearing, and the notice shall so state.

(4) If the code inspector has reason to believe a violation presents a serious threat to the public health, safety and welfare, or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately ~~notify the code enforcement board and request a hearing.~~ schedule the matter for hearing before a Special Magistrate.

**SECTION 9. HEARING PROCEDURES AMENDED.** City Code Sec. 2-507 Hearing procedures is amended  
**Sec. 2-507. Hearing procedures.**

~~(a) Upon request of the code inspector, or at such other times as may be necessary, the chairman of the code enforcement board may call a hearing, and such hearings may also be called by a written notice signed by three members of the board.~~

~~(b) Minutes shall be kept of all hearings by the board and all hearings and proceedings shall be open to the public.~~

~~(c) The city commission shall provide clerical and administrative personnel as may be required to assist the board in the proper performance of its duties.~~

~~(d) The city attorney or assistant shall not present cases before the board or special magistrate. A member of the administrative staff of the city shall present cases before the board and special magistrate.~~

~~(a)~~ (e) Cases agendaed for a particular day shall be heard. All testimony shall be under oath

and shall be recorded. The Special Magistrate ~~board~~ shall take testimony from the code inspector and the alleged violator, and may take testimony from any other person familiar with the case or having knowledge about the case. The Special Magistrate ~~board~~ shall not be bound by formal rules of evidence; however, it ~~he or she~~ shall act to ensure fundamental due process in each of its cases.

~~(b)~~ (f) At the conclusion of each hearing, the Special Magistrate ~~board~~ shall issue findings of fact, based on evidence of record and conclusions of law, and ~~its~~ his or her order shall provide relief consistent with F.S. ch. 162. Each finding shall be by motion approved by a majority of those members present and voting. In order for an action to be official, at least four members of the board must vote for the action. The order may include a notice that it must be complied with by a specified date, and that a fine may be imposed if the order is not complied with by that date.

~~(c)~~ (g) A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the ~~board~~ Special Magistrate shall issue an order acknowledging

compliance which shall be recorded in the public records. ~~A hearing is not required to issue such an order acknowledging compliance.~~ No hearing is required therefor.

(d) No Special Magistrate shall have authority to compromise, or reduce the amount owed incident to a recorded effecting a lien. Jurisdiction regarding compromise or reduction of such a lien vests with the City Commission.

**SECTION 10. POWERS OF SPECIAL CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED.** City Code Sec. 2-508 Powers of special magistrate is amended.

**Sec. 2-508. Powers of ~~code enforcement board and special magistrate.~~**

(a) The City ~~code enforcement board~~ Special Magistrate shall have the power to:

(a) (1) Adopt rules for the conduct of the hearings ~~it he or she~~ holds pursuant to F.S. ch. 162.

(b) (2) Subpoena alleged violators and witnesses to ~~its~~ hearings. Such subpoenas may be served by the City's police department or by the Sheriff of the County.

(c) (3) Subpoena evidence to ~~its~~ hearings.

(d) (4) Take testimony under oath.

(e) (5) Issue orders following a hearing, which orders shall have the force of law and which orders shall set forth the steps necessary to be accomplished in order to bring a violation into compliance with the code or ordinance that has been violated.

~~(b) — A special magistrate shall have the power to conduct a hearing and take testimony under oath in any case in which the board has previously (1) found that one or more violations of the codes or ordinances of the city exist, (2) entered an order requiring compliance by a specified date, and (3) provided that a fine may be imposed for each day thereafter that the violation continues past the date set for compliance. A special magistrate shall not hear or decide a case that does not meet these requirements. In each such case, following the hearing, the special magistrate may impose a fine at the daily rate set by the board or at a lesser daily rate for each day that the violation is found by the special magistrate to continue past the date set for compliance, and may certify a lien securing such fine, as provided in section 2-509.~~

(e) The Special Magistrate may, in the alternative, defer the imposition of a fine and may defer certification of a lien securing such fine for a reasonable time necessary to correct the violation.

**SECTION 11. FINE, LIEN AND FORECLOSURE AMENDED.** City Code Sec. 2-509 Fine, lien and foreclosure is amended.

**Sec. 2-509. Fine, lien and foreclosure.**

(a) Upon being notified by the code inspector that a previous order issued by the board has not been complied with within the time established in such order or, upon finding that a repeat violation has been committed, ~~the board~~ or the special magistrate may order the violator to pay a fine to the city in an amount specified in this section for each day the violation continues past the compliance date established in its order or, in the case of a repeat violation, for each day the repeat violation continues past the date of notice to the violator of the repeat violation. Notice of the hearing



at which the imposition of a fine and certification of a lien will be considered shall be provided to the violator in the manner provided by section 2-511. If a finding of a violation or repeat violation has been made as provided in this article, a hearing shall not be necessary for issuance of the order imposing the fine.

(b) Any fine ~~the board~~ Special Magistrate imposes pursuant to this section shall not exceed \$250.00 per day for a first violation or \$500.00 per day for a repeat violation. In determining the amount of the fine, if any, the board shall consider the following factors: (1) the gravity of the violation; (2) any actions taken by the violator to correct the violation; and (3) any previous violations committed by the violator. ~~The board~~ Special Magistrate or the special magistrate may subsequently reduce any such fine so imposed, but has no authority to compromise or reduce a fine that is subject of a recorded lien.

(c) A certified copy of an order imposing a fine may be recorded in the public records of the county, and thereafter such order shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a judgment of a court except for enforcement purposes.

(d) A fine imposed pursuant to this article shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first.

(e) After three months from the filing of any such lien which remains unpaid, ~~the code-enforcement board or the~~ special magistrate may authorize the City Attorney to foreclose on such lien or to sue to recover a money judgment for the amount of the lien plus accrued interest in the manner provided by statute for the foreclosure of other municipal liens and the collection of liens. No lien created pursuant to the provisions of this chapter may be foreclosed on real property which is a homestead under art. X, ' 4 of the State Constitution.

**SECTION 12. APPEAL AMENDED.** City Code Sec. 2-510 Appeal is amended.

**Sec. 2-510. Appeal.**

Any aggrieved party, including the City Commission ~~local governing body~~, may appeal a final administrative order of the ~~city code enforcement board or the~~ Special Magistrate to the circuit court of the county as provided by F.S. ' 162.11. Such an appeal shall not be a hearing created de novo, but shall be limited to appellate review of the record created before the enforcement board. The appeal provided for herein shall be filed within 30 days of the execution of the order to be appealed.

**SECTION 14. INCORPORATION INTO CODE OF ORDINANCES.** This Ordinance shall be incorporated into the City of Quincy Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**SECTION 15. SEVERABILITY.** Each separate section of this Ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

**SECTION 16. EFFECTIVE DATE.** This Ordinance will take effect immediately upon its adoption by the City Commission of the City of Quincy, Florida, and the signature of the Mayor.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.**

APPROVED:

---

Keith A Dowdell Mayor and Presiding  
Officer of the City Commission and of  
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: March 11, 2014  
Date Submitted: February 6, 2014  
To: Honorable Mayor and Members of the Commission  
From: Jack L. McLean Jr., City Manager  
Mike Wade, Director of Utilities  
Subject: Water and Sewer Fund Rate Adjustment

---

**Statement of Issue:**

The Water and Sewer Funds are not generating sufficient revenues to cover O&M expenses, pay debt service or maintain the bond required debt coverage ratio. The water and sewer residential and commercial rates schedules have not been adjusted for inflation and/or raising O&M cost in ten years.

**Background:**

The last water and sewer rate adjustments occurred in 2003. In that year, the City issued the Utility System Improvement and Refunding Revenue Bonds, Series 2003, for the purpose, among other things, to finance the acquisition and construction of various capital improvements to the City's water, electrical and sewer systems. The rates schedules were adjusted contemporaneously with the bonds.

Since the 2003 rate adjustments, the Florida Department of Environmental Protection's (FDEP) regulatory changes and enforcement activity related to the City's wastewater operation has increased the cost of operation significantly in the Water and Sewer Funds. The City is currently under a Consent Order from FDEP to correct excessive inflow and infiltration of surface water into the sewer collection system that occurs during periods of heavy rainfall. The Consent Decree is the reason the City assumed \$500,000 debt obligation to corrective measures mandated in the Consent Decree.

In 2012, FDEP adopted a new rule that effectively eliminated the City's disposal of wastewater biosolids by land application. The Water and Sewer Funds operation were required to modify their operation to comply with the new rule. The funds assumed an additional \$564,000 in debt operation.

Ten years of stagnant rates and increasing regulatory costs, resulted in losses in the Water and Sewer Funds. A recent analysis of the City rates by Hatch, Mott, MacDonald, the City's rate consultant, showed a significant shortfall in revenues in previous years. For example, FY 2010 showed a shortfall of (\$111,856), FY 2011 a shortfall of (\$126,023), FY 2012, a shortfall of (\$347,444), and FY 2013 a shortfall of (\$557,355).

FDEP recently did an analysis of the funds and concluded that the funds did not generate sufficient revenues, standing alone, to cover debt service or comply with the rate coverage provisions in FDEP loans with the City. In response to FDEP's analysis, the City Commission adopted Resolution No. 1311-2014. That Resolution committed the City to adjust rates to eliminate the shortfall in revenue and periodically adjust rates to meet the rate coverage in FDEP's loan agreements, as well as the coverage requirements of all senior and parity debt obligations.

**Analysis:**

Based on the rate consultant's rate study, the rate increase will be less than the accumulated 23% rate of inflation during the last 10 years. (See Attachment 1). The rate increase will be 13%. (See Attachments 2 and 3). The average residential customer uses 5410 gallons of water each month. The amount charged will vary with each customer depending on usage, leakage, and other factors; however on average, a customer who resides inside the City limits, will pay \$89.38 more for water and sewer annually with the rates adjustment proposed. Residential customers who live outside of the City limits are likely to see a \$111.72 increase in their water and sewer cost. (See Attachment 4)

The rate adjustment is sized to cover the O& M and debt obligations. The amount in excess of the expense in FY 2015 is \$25,000; in FY 2016 is \$63,202; and in FY2017 is \$94,016. (See Attachment 5)

The proposed rate increase provides for an annual adjustment to keep pace with inflation. On October 1<sup>st</sup> of each fiscal year, the water and sewer rates will be adjusted to match the CPI inflation rate up to 3%.

The proposed ordinance change has rates going into effect March 1, 2014. Even with an increase in March, the Water and Sewer Funds operates in the negative for the remainder of this fiscal year. The operating deficiency is \$(197,355). (See Attachment 5) Delaying the rate adjustment will enlarge the deficiency and trigger an obligation to pay FDEP up to \$54,867 in this fiscal year. (See Attachment 6)

**Options:**

- Option 1: Approve Ordinance No. 1059-2014 on Second Reading
- Option 2: Approve Ordinance No. 1060-2014 on Second Reading
- Option 3: Do not approve Ordinance No. 1059-2014 on Second Reading.
- Option 4: Do not approve Ordinance No. 1060-2014 on Second Reading.

**Recommendations:**

Option 1 and Option 2

**Attachments:**

1. Consumer Price Index-All Urban Consumers
2. Hatch Mott MacDonald City of Quincy Water Rate Evaluation 2013 & Estimated Revenue Summary with Modified Rate Schedule
3. Hatch Mott MacDonald City of Quincy Sewer Rate Evaluation 2013 & Estimated Revenue Summary with Existing Rate Schedule
4. Rate Comparison-Before and After Increase
5. Schedule of Projected Revenue and Debt Coverage for Pledged Revenue
6. Resolution No. 1311-2014
7. Ordinance No. 1059 – Water Fund Rate Adjustment
8. Ordinance No. 1060 – Sewer Fund Rate Adjustment

### Consumer Price Index - All Urban Consumers 12-Month Percent Change

Series Id: CUUR0000SA0  
Not Seasonally Adjusted  
Area: U.S. city average  
Item: All items  
Base Period: 1982-84=100  
Years: 2003 to 2013

Year	Annual
2004	2.7
2005	3.4
2006	3.2
2007	2.8
2008	3.8
2009	-0.4
2010	1.6
2011	3.2
2012	2.1
2013	1.5

Ten Year Total 23.9



CITY OF QUINCY WATER SYSTEM RATE EVALUATION 2013 ESTIMATED REVENUE SUMMARY WITH MODIFIED RATE SCHEDULE		Increase to Min. S/C = 13.0% (Input) Increase to Inc. S/C = 13.0% (Input)		Modified Water Rate Schedule				
Water Customers & Consumption (07/01/11 through 06/30/13)		Residential		Commercial/ Industrial		Incremental S/C <sup>3</sup>		
Commercial <sup>1</sup>	Residential <sup>2</sup>	Wholesale	Meter size	Min. S/C	Flow Range	\$ per 1k gal	\$ per 1k gal	
683	3307	1	3/4"	\$10.45	> 3k, < 13k	\$2.60	\$3.55	
15993400	17885600	3571900	1"	\$13.85	≥ 13k, < 23k	\$2.90	\$3.85	
			1.5"	\$17.25	≥ 23k, < 200k	\$3.30	\$4.20	
			2"	\$19.10	≥ 200k	\$3.50	\$4.40	
			3"	\$43.20			\$61.00	
			4"	\$67.50			\$89.85	
			6"	\$122.30			\$192.10	
Totals		3991						
Avg. Mo. Flow/ Cust.:		37450900						
METER/ SERVICE SIZE								
Commercial <sup>1</sup>	Residential <sup>2</sup>	Wholesale	Min. S/C Totals					
448	3209	0	\$45,428.45					
82	82	0	\$3,521.90					
72	16	0	\$2,839.20					
61	0	0	\$2,619.95					
7	0	0	\$427.00					
9	0	0	\$808.65					
4	0	0	\$768.40					
0	0	1	\$9,258.00					
Total Customer Type:		3307	1	\$59,671.55 = Projected Base Revenue from ALL Existing Customers				
Incremental Flow Totals (1,000 GAL)								
Commercial <sup>1</sup>	Residential <sup>2</sup>	Wholesale						
2041.4	8721.4	0						
778.9	501	0						
1445.2	149.3	0						
6588.3	0	0						
1167.3	0	0						
1898.3	0	0						
670.5	0	3568.9						
14589.9	9371.7	3568.9						
Incremental revenue:		\$61,742.94	\$24,621.23					
Historic Average Monthly Water Revenue:		Commercial	Residential	Wholesale	TOTAL			
		\$70,833.94	\$51,932.82	\$3,258.00	\$125,024.76			
Est. Average Monthly Water Revenue (Mod. Rate Schedule):		Min. S/C	Inc. S/C	Inc. S/C	TOTAL			
		\$59,671.55	\$86,364.17	\$146,035.72				
				Δ =	\$20,010.96 per month			
					\$240,131.52 per year			

NOTES:  
 1. Includes User Types CI, CIL, CO, COL, GO, QI & QO.  
 2. Includes User Types RI & RO.  
 3. Applies to all meter sizes.





40  
Attachment 4

Rate Comparison - Before & After Increase

Average Residential Customer (5410 gallons)						
	Residential Inside (Monthly)		Annualized Increase	Residential Outside (Monthly)		Annualized Increase
	Before	After		Before	After	
Water	\$ 14.77	\$ 16.69	\$ 1.92	\$ 20.86	\$ 23.04	\$ 28.80
Sewer	\$ 27.21	\$ 32.74	\$ 5.53	\$ 40.92	\$ 46.34	\$ 82.92
Total	\$ 41.98	\$ 49.43	\$ 7.45	\$ 61.79	\$ 89.38	\$ 111.72

Customer Usage Less Than 3000 to 13000 Gallons

Monthly Usage (in Gallons)	Number of Customers	% of Total Residential Customers	Water				Sewer				Water & Sewer			
			Residential Inside		Difference	Residential Inside		Difference	Residential Inside		Difference	Residential Inside		Difference
			Before Increase	After Increase		Before Increase	After Increase		Before Increase	After Increase		Before Increase	After Increase	
<3000	210	6%	\$ 9.25	\$ 10.45	\$ 1.20	\$ 20.25	\$ 24.05	\$ 3.80	\$ 29.50	\$ 34.50	\$ 5.00	\$ 60.00	\$ 60.00	\$ 0.00
≥3k<4k	374	11%	\$ 11.55	\$ 13.05	\$ 1.50	\$ 23.15	\$ 27.67	\$ 4.52	\$ 34.70	\$ 40.72	\$ 6.02	\$ 72.24	\$ 72.24	\$ 0.00
≥4k<5k	322	10%	\$ 13.85	\$ 15.65	\$ 1.80	\$ 26.05	\$ 31.29	\$ 5.24	\$ 39.90	\$ 46.94	\$ 7.04	\$ 84.48	\$ 84.48	\$ 0.00
≥5k<6k	272	8%	\$ 16.15	\$ 18.25	\$ 2.10	\$ 28.95	\$ 34.91	\$ 5.96	\$ 45.10	\$ 53.16	\$ 8.06	\$ 96.72	\$ 96.72	\$ 0.00
≥6k<7k	210	6%	\$ 18.45	\$ 20.85	\$ 2.40	\$ 31.85	\$ 38.53	\$ 6.68	\$ 50.30	\$ 59.38	\$ 9.08	\$ 108.96	\$ 108.96	\$ 0.00
≥7k<8k	132	4%	\$ 20.75	\$ 23.45	\$ 2.70	\$ 34.75	\$ 42.15	\$ 7.40	\$ 55.50	\$ 65.60	\$ 10.10	\$ 121.20	\$ 121.20	\$ 0.00
≥8k<9k	112	3%	\$ 23.05	\$ 26.05	\$ 3.00	\$ 37.65	\$ 45.77	\$ 8.12	\$ 60.70	\$ 71.82	\$ 11.12	\$ 133.44	\$ 133.44	\$ 0.00
≥9k<10k	79	2%	\$ 25.35	\$ 28.65	\$ 3.30	\$ 40.55	\$ 49.39	\$ 8.84	\$ 65.90	\$ 78.04	\$ 12.14	\$ 145.68	\$ 145.68	\$ 0.00
≥10k<11k	46	1%	\$ 27.65	\$ 31.25	\$ 3.60	\$ 43.45	\$ 53.01	\$ 9.56	\$ 71.10	\$ 84.26	\$ 13.16	\$ 157.92	\$ 157.92	\$ 0.00
≥11k<12k	39	1%	\$ 29.95	\$ 33.85	\$ 3.90	\$ 46.35	\$ 56.63	\$ 10.28	\$ 76.30	\$ 90.48	\$ 14.18	\$ 170.16	\$ 170.16	\$ 0.00
	1796													
			Residential Outside				Residential Outside				Residential Outside			
<3000	210	6%	\$ 11.56	\$ 13.06	\$ 1.50	\$ 25.31	\$ 30.06	\$ 4.75	\$ 36.88	\$ 43.13	\$ 6.25	\$ 75.00	\$ 75.00	\$ 0.00
≥3k<4k	80	2%	\$ 14.44	\$ 16.31	\$ 1.88	\$ 28.94	\$ 34.59	\$ 5.65	\$ 43.38	\$ 50.90	\$ 7.53	\$ 90.30	\$ 90.30	\$ 0.00
≥4k<5k	69	2%	\$ 17.31	\$ 19.56	\$ 2.25	\$ 32.56	\$ 39.11	\$ 6.55	\$ 49.88	\$ 58.68	\$ 8.80	\$ 105.60	\$ 105.60	\$ 0.00
≥5k<6k	58	2%	\$ 20.19	\$ 22.81	\$ 2.63	\$ 36.19	\$ 43.64	\$ 7.45	\$ 56.38	\$ 66.45	\$ 10.08	\$ 120.90	\$ 120.90	\$ 0.00
≥6k<7k	36	1%	\$ 23.06	\$ 26.06	\$ 3.00	\$ 39.81	\$ 48.16	\$ 8.35	\$ 62.88	\$ 74.23	\$ 11.35	\$ 136.20	\$ 136.20	\$ 0.00
≥7k<8k	131	4%	\$ 25.94	\$ 29.31	\$ 3.38	\$ 43.44	\$ 52.69	\$ 9.25	\$ 69.38	\$ 82.00	\$ 12.63	\$ 151.50	\$ 151.50	\$ 0.00
≥8k<9k	22	1%	\$ 28.81	\$ 32.56	\$ 3.75	\$ 47.06	\$ 57.21	\$ 10.15	\$ 75.88	\$ 89.78	\$ 13.90	\$ 166.80	\$ 166.80	\$ 0.00
≥9k<10k	14	0.4%	\$ 31.69	\$ 35.81	\$ 4.13	\$ 50.69	\$ 61.74	\$ 11.05	\$ 82.38	\$ 97.55	\$ 15.18	\$ 182.10	\$ 182.10	\$ 0.00
≥10k<11k	12	0.4%	\$ 34.56	\$ 39.06	\$ 4.50	\$ 54.31	\$ 66.26	\$ 11.95	\$ 88.88	\$ 105.33	\$ 16.45	\$ 197.40	\$ 197.40	\$ 0.00
≥11k<12k	11	0.3%	\$ 37.44	\$ 42.31	\$ 4.88	\$ 57.94	\$ 70.79	\$ 12.85	\$ 95.38	\$ 113.10	\$ 17.73	\$ 212.70	\$ 212.70	\$ 0.00

643  
7/1/17

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE  
FOR PLEDGED REVENUE**  
(Begin with the fiscal year preceding first anticipated semiannual loan payment)

	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
(a) Operating Revenues (Identify)					
<u>Water Sales</u>	<u>\$ 1,315,297</u>	<u>\$ 1,621,071</u>	<u>\$ 1,773,558</u>	<u>\$ 1,809,029</u>	<u>\$ 1,845,210</u>
<u>Sewer Sales</u>	<u>\$ 1,477,673</u>	<u>\$ 1,681,435</u>	<u>\$ 1,829,786</u>	<u>\$ 1,866,382</u>	<u>\$ 1,903,709</u>
(b) Interest Income	<u>\$ 53</u>				
(c) Other Incomes or Revenues (Identify)					
(d) <b>Total Revenues</b>	<u>\$ 2,793,023</u>	<u>\$ 3,302,506</u>	<u>\$ 3,603,344</u>	<u>\$ 3,675,411</u>	<u>\$ 3,748,919</u>
(e) Operating Expenses <sup>1</sup>	<u>\$ 2,396,965</u>	<u>\$ 2,343,443</u>	<u>\$ 2,384,453</u>	<u>\$ 2,426,181</u>	<u>\$ 2,468,639</u>
(f) <b>Net Revenues</b> (f = d - e)	<u>\$ 396,058</u>	<u>\$ 959,063</u>	<u>\$ 1,218,891</u>	<u>\$ 1,249,230</u>	<u>\$ 1,280,280</u>
(g) Existing Debt Service on Non-SRF Projects (including coverage)	<u>\$ 402,067</u>	<u>\$ 573,571</u>	<u>\$ 579,134</u>	<u>\$ 571,869</u>	<u>\$ 572,105</u>
(h) Existing SRF Loan Debt Service (including coverage)	<u>\$ 551,535</u>	<u>\$ 563,838</u>	<u>\$ 576,142</u>	<u>\$ 576,142</u>	<u>\$ 576,142</u>
(i) <b>Total Existing Debt Service</b> (i = g + h)	<u>\$ 953,602</u>	<u>\$ 1,137,409</u>	<u>\$ 1,155,276</u>	<u>\$ 1,148,011</u>	<u>\$ 1,148,247</u>
(j) Projected Debt Service on Non-SRF Future Projects (including coverage)					
(k) Projected SRF Loan Debt Service (including coverage)		<u>\$ 19,009</u>	<u>\$ 38,017</u>	<u>\$ 38,017</u>	<u>\$ 38,017</u>
(l) <b>Total Debt Service (Existing and Projected)</b> (l = i + j + k)	<u>\$ 953,602</u>	<u>\$ 1,156,418</u>	<u>\$ 1,193,293</u>	<u>\$ 1,186,028</u>	<u>\$ 1,186,264</u>
(m) <b>Net Revenues After Debt Service (m = f - l)</b>	<u>\$ (557,544)</u>	<u>\$ (197,355)</u>	<u>\$ 25,598</u>	<u>\$ 63,202</u>	<u>\$ 94,016</u>

Source:

Notes: (i.e. rate increases, explanations, etc.)

1. For existing and proposed facilities, excluding interest on debt, depreciation, and other non-cash items.
2. A rate increase of 13% will take place in the middle of FY 2014
3. Revenues will increase due to a 2% annual increase in rates starting in FY 15
4. Expenses are expected to increase at an annual rate of 1.75%
5. Expenses for FY 2014 are based on the average of the previous four years plus 1.75%
6. Debt service increases in FY 2014 due to a payment of \$ 21,398 for SRF Loan #641090 and a payment of \$ 168,355 for the 2011 bond issue

**RESOLUTION NO. 1311 – 2014**

**A RESOLUTION OF THE CITY OF QUINCY TO FACILITATE THE CLOSING OF A CONSTRUCTION LOAN FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S STATE REVOLVING FUND PROGRAM FOR THE QUINCY WASTEWATER TREATMENT PLANT BIOSOLIDS DEWATERING FACILITY**

**WHEREAS**, this Resolution constitutes a valid and legal obligation of the City of Quincy to facilitate the closing of a construction loan from the Florida Department of Environmental Protection's State Revolving Loan Fund, in the amount of \$564,488 for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility"; and

**WHEREAS**, the loan will provide funding for the design, construction and services during construction plus contingencies at a rate of 1.25%; and

**WHEREAS**, the City of Quincy filed a Request for Inclusion on or about January 1, 2012, to participate in the state revolving fund programs provided by the Florida Department of Environmental Protection; and

**WHEREAS**, the Department of Environmental Protection, during a Public Hearing, on or about August 12, 2012, approved the City's request for inclusion in the state revolving fund program; and

**WHEREAS**, the Department of Environmental Protection sent a January 14, 2013 letter to the City Manager, Jack L. McLean Jr., authorizing the City of Quincy to incur construction costs on the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" and to proceed with construction without further delay; and

**WHEREAS**, the Department of Environmental Protection approved the loan amount of \$564,488 for the City of Quincy for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" at a hearing on February 13, 2013; and

**WHEREAS**, the annual payment amount amortized over 20 years for the loan is estimated to be approximately \$36,981 per year; and

**WHEREAS**, the City of Quincy, on March 26, 2013, awarded the bid to the lowest responsible bidder for the construction of the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" and authorized the City Manager to execute the loan agreement with the Florida Department of Environmental Protection in the amount of \$564,488; and

**WHEREAS**, the successful bidder was approved by the Florida Department of Environmental Protection on April 19, 2013; and

**WHEREAS**, the successful bidder, North Florida Construction Company, Inc. started work shortly after April 19, 2013, completed the work on the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" in January 2014 and submitted invoices for the work done to the City of Quincy; and

**WHEREAS**, the City of Quincy submitted a loan application to the Florida Department of Environmental Protection for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" on or about June 12, 2013; and

**WHEREAS**, the Florida Department of Environmental Protection, after review of the loan application and subsequent submittal materials, reached the conclusion that a rate adjustment was required pursuant to the existing loan documents with the City: the Drinking Water State Revolving Fund Construction Loan, DW2006010, Clean Water State Revolving Fund Loan, WW641090 and Clean Water State Revolving Fund Loan, 64107P; and

**WHEREAS**, The City Commission of the City of Quincy recognizes its existing loan obligations pursuant to the rate covenant provisions contained in the Florida Department of Environmental Protection loan agreements; and

**WHEREAS**, The City Commission of the City of Quincy seeks to provide the necessary assurances sought by the Florida Department of Environmental Protection to close the loan for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility;" and

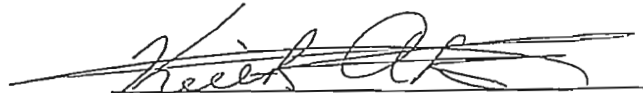
**NOW, THEREFORE BE IT RESOLVED**, that the City Commission of the City of Quincy will undertake the following activities to adjust the rates for the Water and Sewer funds to facilitate the immediate closing of the loan for "Quincy's Wastewater Treatment Plant Biosolids Dewatering Facility" and in the fulfillment of its obligation under Section 5.01, rate covenant provisions of the heretofore, describes loans with the Florida Department of Environmental Protection:

1. On or before March 15, 2014, the City Commission of the City of Quincy shall amend Section 74-95, water rates, fees and charges, and Section 74-1 18, sewer services and rates, fees and charges, of the Code of Ordinances for the City of Quincy, pursuant to a rate study, to adjust the water and sewer rates to pay the annual sums due in principal and interest on all Florida Department of Environmental Protection loans.

2. The adopted adjusted rates schedule shall bear a certification from the City's rate consultant that the rates are sufficient to cover the loan for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" and the Drinking Water State Revolving Fund Construction Loan, DW2006010, the Clean Water State Revolving Fund Loan, WW641090, and the Clean Water State Revolving Fund Loan, 64107P.

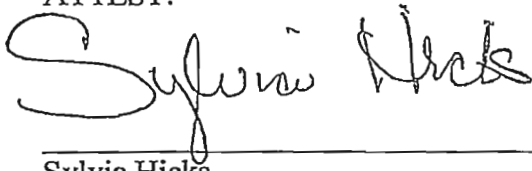
3. The adopted adjusted rates may take effect immediately, but no later than the start of the FY 2015 budget year and then only upon the immediate tender by the City of Quincy of 115% of amount due in FY20-14 for the Clean Water State Revolving Fund Loan 641090 and the "Quincy Wastewater Treatment Plant Biosolids Dewatering" loan. The sums due at closing are estimated to be \$54,867.

**PASSED AND ADOPTED** by the City Commission of the City of Quincy, Florida, this 28<sup>th</sup> day of January, 2014.



Keith A. Dowdell, 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

**ORDINANCE NO. 1059-2014**

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

**WHEREAS**, the City Commission of the City of Quincy, Florida met in regular sessions; and

**WHEREAS**, Section 166.021, Florida Statutes is the authority for this Ordinance; and

**WHEREAS**, the City Commission, based on a water and sewer rate study conducted by the consulting firm of Hatch Mott MacDonald, has determined that the water and sewer rates do not generate sufficient revenues to cover expenses and debt obligation; and

**WHEREAS**, the City Commission has determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges from all users of the City waterworks system; the proceeds of such charges shall be sufficient to be used for the purpose of operating, replacing, repairing the public waterworks; and

**WHEREAS**, the City Commission is required to increase water user charges to cover any bonded indebtedness deficiencies in the debt service fund;

**NOW, THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA:**

**SECTION: 1.** Section 74-95 of the Code of Ordinances of the City of Quincy, Florida, water rates, fees and charges, is hereby amended to read as follows:

Sec. 74-95. Water rates, fees and charges.

There is adopted the following schedule of rates, fees and charges which shall be charged by the City for the following services and facilities provided customers of the City's water system as of March 15, 2014, except that for all water delivered and supplied to points outside the corporate limits of the City and within Gadsden County limits, there shall be a rate adjustment added to the rates provided for schedule described below in the amount of 25 percent of the schedule of rates, fees and charges effective October 1, 2002, said rate adjustment to be placed in the surcharge water reserve for expenditure for emergency nature and debt service:

**WATER SERVICES RATE SCHEDULE**

(1) Monthly rate.

(a) Residential readiness to serve charge. The monthly charge shall be determined by the meter size as indicated below for residential customers:

**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

Size of Water Meter Minimum (inches)	Minimum Bill		Gallons Included in
<del>¾</del> or smaller	<del>\$9.25</del>	<u>\$10.45</u>	3,000
1	<del>12.25</del>	<u>\$13.85</u>	3,000
1½	<del>15.25</del>	<u>\$17.25</u>	3,000
2	<del>25.75</del>	<u>\$29.10</u>	3,000
3	<del>38.25</del>	<u>\$43.20</u>	3,000
4	<del>59.75</del>	<u>\$67.50</u>	3,000
6	<del>108.25</del>	<u>\$122.30</u>	3,000

(b) Commercial and industrial readiness to serve charge. The monthly charge shall be determined by the meter size as indicated below for commercial and industrial customers:

Size of Water Meter Minimum (inches)	Meter Charge		Gallons Included in
<del>¾</del> or smaller	<del>\$23.50</del>	<u>\$26.55</u>	3,000
1	<del>25.75</del>	<u>\$29.10</u>	3,000
1½	<del>31.50</del>	<u>\$35.60</u>	3,000
2	<del>38.00</del>	<u>\$42.95</u>	3,000
3	<del>54.00</del>	<u>\$61.00</u>	3,000
4	<del>79.50</del>	<u>\$89.85</u>	3,000
6	<del>170.00</del>	<u>\$192.10</u>	3,000

(2) The City Commission shall re-evaluate the rates upon satisfaction of the water and sewer bond issued in the year 2003. Nothing in this subsection is intended to preclude the Commission from making rate adjustments as it deems necessary.

(3) All water rates/charges in sub-section (1)(a) and (1)(b) above shall be adjusted October 1st each year beginning in 2015 by 2.5%.

(3) (4) Residential usage charge. The water usage charge for residential customers shall be as shown below:

Usage Charge	Gallon Range
<del>\$2.30</del> <u>\$2.60 per 1,000 gallons</u>	3,001-12,999
<del>2.55</del> <u>\$2.90 per 1,000 gallons</u>	13,000-22,999
<del>2.90</del> <u>\$3.30 per 1,000 gallons</u>	23,000-199,999
<del>3.10</del> <u>\$3.50 per 1,000 gallons</u>	>199,999

(5) All water rates in sub-section (4) above shall be adjusted October 1st each year beginning in 2015 by 2.5%.

(4)(6) Commercial and industrial usage charge. The water usage charge for commercial and industrial customers shall be as shown below:

Usage Charge	Gallon Range
<del>\$3.15</del> <u>\$3.55 per 1,000 gallons</u>	3,001-12,999

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

<del>3.40</del> <u>\$3.85 per 1,000 gallons</u>	13,000-22,999
<del>3.70</del> <u>\$4.20 per 1,000 gallons</u>	23,000-199,999
<del>3.90</del> <u>\$4.40 per 1,000 gallons</u>	>199,999

(7) All water rates/charges in sub-section (6) above shall be adjusted October 1<sup>st</sup> each year beginning in 2015 by 2.5%.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this Ordinance or the application thereof, to any person or circumstances, is held invalid or unconstitutional, such finding shall not affect the other provisions, or applications of the Ordinance, which can be given effect without the invalid or unconstitutional provision or application, and to this end, the provision of the Ordinance is declared severable.

SECTION 3. This Ordinance shall be effective upon its passage by the City Commission.

INTRODUCED, in open session of the City Commission of the City of Quincy; Florida, on the \_\_\_ day of February, A.D.2014.

PASSED, in open session of the City Commission of the City of Quincy, Florida, on the \_\_\_ day of March, A.D. 2014.

\_\_\_\_\_  
 Keith Dowdell  
 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



**ORDINANCE NO. 1060-2014**

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

**WHEREAS**, the City Commission of the City of Quincy, Florida met in regular sessions; and

**WHEREAS**, the authority for this Ordinance is Section 166.021, Florida Statutes;

**WHEREAS**, the City Commission, based on a water and sewer rate study conducted by the consulting firm of Hatch Mott MacDonald, has determined that the water and sewer rates do not generate sufficient revenues to cover expenses and debt obligation; and

**WHEREAS**, the City Commission, pursuant to Section 74-117, has determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges from all users who contribute wastewater to the City treatment work; the proceeds of such charges shall be sufficient to be used for the purpose of operating, replacing, repairing the public wastewater treatment works; and

**WHEREAS**, the City Commission, pursuant to Section 74-116 (b)(4), is required to increase wastewater user charges to cover any bonded indebtedness deficiencies in the debt service fund;

**NOW, THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA:**

SECTION: 1. Section 74-118 of the Code of Ordinances of the City of Quincy, Florida, Sewer services and rates, fees and charges, is hereby amended to as follows:

Sec. 74-118. Sewer services and rates, fees and charges.

There is adopted the following schedule of rates, fees and charges which shall be charged by the City for the following services and facilities provided customers of the city sewer system as of ~~October 1, 1996~~ March 15, 2014, except any persons whose property is located outside the corporate limits of the City and is within Gadsden County limits, and who desires to, or has connected his property, place of business or residence with sanitary sewer system of the City shall pay rates, fees and charges as described below plus a rate adjustment of 25 percent as of October 1, 2002; said rate adjustment to be placed in a surcharge sewer reserve for emergency and debt service purpose:

**SEWER SERVICE RATE SCHEDULE**

(a) Availability. Applicable to all sewer service within the territory served by the City except

**CODING:** Words ~~stricken~~ are deletions; words underlined are additions.

that the City may, at its option, refuse to accept sewage into its system having unusual, dangerous or difficult to treat characteristics, as determined by the City, including but not limited to: volatile or explosive materials; radioactive isotopes; toxic substances or other compounds in sufficient quantities to create hazards in the sewer system or receiving waters, or adversely affect the treatment process; on liquids with extremely low or high pH; or high temperature liquids or gases.

(b) Monthly rates.

#### RESIDENTIAL CUSTOMERS

(1) Readiness to serve charge. The minimum monthly rates and the quantities of sewage allowed for those minimums will be determined by the meter size as indicated below.

Size of Water Meter Minimum (inches)	Minimum Bill	Gallons Included in
¾ or smaller	<del>\$21.30</del> <u>\$24.05</u>	3,000
1	<del>25.50</del> <u>28.80</u>	3,000
1½	<del>35.70</del> <u>40.35</u>	3,000

(2) The City Commission shall re-evaluate the rates upon satisfaction of the water and sewer bond issued in the year 2003. Nothing in this subsection is intended to preclude the Commission from making rate adjustments as it deems necessary.

(3) All sewer rates/charges above shall be adjusted October 1st each year beginning in 2015 by 2.5%.

~~(3)~~ (4) Usage charge. All additional sewer usage above the minimum quantities shown above except usage between 30,000 gallons and 50,000 gallons to be charged at \$3.65 per 1000 gallons above the minimum (up to maximum). The aforementioned sewer rate shall be adjusted October 1st each year beginning in 2015 by 2.5%.

~~(4)~~ (5) Maximum charge, residential. There is no maximum charge set, however, there is no additional charge for usage between 30,000 gallons and 50,000 gallons. Quantities above 50,000 gallons to be charged at ~~\$3.20~~ \$3.65 per 1,000 gallons. The aforementioned sewer rate/charge shall be adjusted October 1st each year beginning in 2015 by 2.5%.

#### COMMERCIAL AND INDUSTRIAL CUSTOMERS

(1) Readiness to serve charge. The minimum monthly rates and the quantities of sewage allowed for those minimums will be determined by the meter size as indicated below.

Size of Water Meter Minimum (inches)	Minimum Bill	Gallons Included in
¾ or smaller	<del>\$34.10</del> <u>\$38.55</u>	3,000
1	<del>\$35.70</del> <u>\$40.35</u>	4,000
1½	<del>\$46.50</del> <u>\$52.55</u>	8,000

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

2	<del>\$82.50</del> <u>\$92.90</u>	20,000
3	<del>\$113.40</del> <u>\$128.15</u>	30,000
4	<del>\$170.60</del> <u>\$192.80</u>	40,000
6	<del>\$247.80</del> <u>\$280.00</u>	60,000

(2) All sewer rates/charges above shall be adjusted October 1st each year beginning in 2015 by 2.5%.

(2)(3) Usage charge. All additional sewer usage above the minimum quantities shown above to be charged at ~~\$4.00~~ \$4.55 per 1,000 gallons above the minimum (no maximum). The aforementioned sewer rate/charge shall be adjusted October 1st each year beginning in 2015 by 2.5%.

(c)

Multiple unit customers. When the City provides sewer service through a single connection to customers such as motels, hotels, trailer parks, apartments, etc., where more than one dwelling unit is served, the above rates shall apply to these customers, except that the monthly bill for multiple unit customers shall be the greater of:

(1)

The above schedule of charges; or

(2)

Six dollars and forty cents for the first unit plus \$4.25 per month per unit for all additional units, whether occupied or not.

(d)

*Allowance for water not entering sewer system.* Sewage disposal service charges are based on quantity of sewage discharged to the City sewer system. If all water entering an establishment will not be discharged to the City sewer system, a separate water meter may be installed on the water line which discharges to the sewer. Such meters shall be installed and maintained at the expense of the user, and the City shall, at all times, have access to such meters for the purpose of inspecting, testing, repairing, replacing or reading such meters. Where no provision is made to meter the sewage or water discharged to the sewer, sewer charges shall be based on the total metered water use at the premises served. In those cases where it is impractical to install an additional water meter to measure the water that is not being discharged into the city sewer system, the City Manager shall have the authority to estimate the sewer usage. When water service is not provided by the City, the City may set the monthly rate based upon estimated sewage quantities.

(e)

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

*Outside corporate limits.* Outside the corporate City limits a 25 percent surcharge will be added to business and residential customers.

(f)

*Tax adjustments.* Tax adjustments shall be the same as for residential electric service (see subsection 74-177(f)).

(g)

*Surcharge for strong wastes.* To the above rates and charges there shall be added a surcharge of 0.1 percent for each ppm of suspended solids in excess of 300 ppm and/or grease in excess of 100 ppm and 0.125 percent for each ppm of five-day, 20 degrees centigrade BOD in excess of 250 ppm, all as determined by the City from samples and tests made of the customer's sewage. The City may require customers discharging such strong wastes into the system to construct control manholes to facilitate observation and sampling. Customers discharging more than two percent of the City's daily sewage flow may be required to construct special holding tanks so as to release the quantity at an even rate over a 24-hour period.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, such finding shall not affect the other provisions, or applications of the Ordinance which can be given effect without the invalid or unconstitutional provision or applications, and to this end the provision of the Ordinance is declared severable.

SECTION 3. This Ordinance shall be effective upon its passage by the City Commission.

INTRODUCED, in open session of the City Commission of the City of Quincy, Florida, on the \_\_\_ day of February, A.D.2014.

PASSED, in open session of the City Commission of the City of Quincy, Florida, on the \_\_\_ day of March, A.D. 2014.

\_\_\_\_\_  
Keith Dowdell  
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

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: March 11, 2014

Date of Submitted: February 4, 2014

To: Honorable Mayor and Commissioners

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

Subject: Lease of (4) New Police Vehicles

---

**Statement of Issue:**

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

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

**Background:**

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

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

**Analysis:**

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

**Options:**

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

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

**Staff Recommendation:**

Option 1

**Attachments:**

Vehicles specifications from Garber Chevrolet Buick GMC Truck

Lease agreement with Bancorp Bank

Addendum to Master Lease Agreement Municipal

Quincy Police Department's vehicle mileage sheet



**Quincy Police Department**

Commodity Code	071-111
Line Number	1
Unit Description	1WS19, 9C1

Prepared for: \_\_\_\_\_ Prepared by: \_\_\_\_\_

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

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

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

				Base Price
1WS19, 9C1		2014 Chevrolet Impala Limited 4dr Sedan Police		\$19,986.00
Codes	Optional Equipment	OEM Msrp	OEM Disc. 53.00%	Net Price
3FL	Preferred Equipment Group	Included		\$0.00
LFX	Engine, 3.6L SiDi DOHC V6 VVT	Included		\$0.00
MX0	Transmission, 6-Speed Automatic	Included		\$0.00
9C1	Marked Police Package	Included		\$0.00
6A3	Floor Covering, HD Vinyl	90	(\$47.70)	\$42.30
RUF	Wheel, Full Size Spare and Tire	170	(\$90.10)	\$79.90
7X6	Spotlamp, Left-Hand	285	(\$151.05)	\$133.95
6N5	Window Switches, Inside Rear Window Inoperative	35	(\$18.55)	\$16.45
6N6/6B2	Door Locks and Handles, Inside Rear Doors Inoperative	55	(\$29.15)	\$25.85
9G8	Daytime Running Lamps and Automatic Headlamp Control, Delete	0	\$0.00	\$0.00
AMF	Keys, 6 Cut with Integrated Remote Keyless Entry	75	(\$39.75)	\$35.25
19G	Seats, Front Bucket Cloth with HD Vinyl Rear Bench	Included	\$0.00	\$0.00
<b>State of Florida 071 Contract Aftermarket Options:</b>				
PB	Push Bumper (Setina, Go Rhino or Equivalent)	496	\$0.00	\$496.00
NS	Nitesaver Auxiliary Dome Lamp	96	\$0.00	\$96.00
HLTL	Alternating Headlamp/Taillamp Flashers	96	\$0.00	\$96.00
3B	Console Accessory 12-volt Outlets Bank (3)	46	\$0.00	\$46.00
<b>Additional Aftermarket Options:</b>				
WPUMP	Whelen Premium Unmarked Patrol Package -inc.:	2496	\$0.00	\$2,496.00
	Front and Rear Full Width Inner Edge Super-LED System with LED Take-downs			
	Vertex 4-Corner Super-LED System			
	295SLSA6 Combo Light/Siren Controller			
	SA315P Siren/Speaker and Bracket			
TAD8	Whelen Dominator 8 Super-LED 30" Low Profile Rear Traffic Advisor	662	\$0.00	\$662.00
LINZ8-B	Whelen LINZ6 Series Super-LED 4"x2" Signals (Blue x2; Push Bumper Sides)	294	\$0.00	\$294.00
C VS 1200 10P 1.14VW	Havis Center Console with Cupholders and Armrest	496	\$0.00	\$496.00
LAPTOP	Havis Universal Laptop Stand	396	\$0.00	\$396.00
MZL-90	AC/DC Industries Battery Run-Down Protection with Timer and 6-Fuse Output	279	\$0.00	\$279.00
PARTITION	Cage with 1/2 Expanded Metal/Lexan, w/ Slider, Full Width Extension Panel	779	\$0.00	\$779.00
INSTALL	EVT Certified Installation -inc.: Labor, Wire, Loom, Hardware	425	\$0.00	\$425.00
XTL2500	Motorola XTL2500 Radio	900	\$0.00	\$900.00
PAINT	Paint and Graphics Package	746	\$0.00	\$746.00
T&D	Temporary Tag and Delivery to Any Location in Florida	Included	\$0.00	\$0.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>				<b>\$ 28,526.70</b>

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

Total x5 Units: \$142,633.50



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

Prepared for: \_\_\_\_\_ Prepared by: \_\_\_\_\_

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

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

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

				Base Price
CC10706, PPV		2014 Chevrolet Tahoe 4dr 2WD Police		\$25,564.00
Codes	Optional Equipment	OEM Msrp	OEM Disc. 62.00%	Net Price
*** 2014 Model Carryover Pricing from 2013 Contract ***				
1FL	Commercial Preferred Equipment Group	Included	\$0.00	\$0.00
PPV	Identifier for Police Vehicle	Included	\$0.00	\$0.00
LMG	Engine, Vortec 5.3L V8 SFI Flexfuel	Included	\$0.00	\$0.00
MYC	Transmission, 6-Speed Automatic	Included	\$0.00	\$0.00
K5T	Batteries, Dual, 660 Cold-Cranking Amps	190	(\$117.80)	\$72.20
7X6	Spotlamp, Left-Hand	460	(\$285.20)	\$174.80
6N5	Switches, Rear Window Inoperative	56	(\$34.72)	\$21.28
6B2	Door Handles, Inside Rear Doors Inoperative	66	(\$40.92)	\$25.08
6N6	Door Locks, Inside Rear Doors Inoperative	66	(\$40.92)	\$25.08
B85	Bodyside Moldings	100	(\$62.00)	\$38.00
9G8	Headlamps, Daytime Running Lamps and Auto Control Delete	1	(\$0.62)	\$0.38
G80	Locking Rear Differential	295	(\$182.90)	\$112.10
State of Florida 071 Contract Aftermarket Options:				
PB	Push Bumper (Setina, Go Rhino or Equivalent)	496	\$0.00	\$496.00
NS	Nitesaver Auxiliary Dome Lamp	96	\$0.00	\$96.00
HLTL	Alternating Headlamp/Taillamp Flashers	96	\$0.00	\$96.00
3B	Console Accessory 12-volt Outlets Bank (3)	46	\$0.00	\$46.00
Additional Aftermarket Options:				
WPUMP	Whelen Premium Unmarked Patrol Package -inc.: Front and Rear Full Width Inner Edge Super-LED System with LED Take-downs Vertex 4-Corner Super-LED System 295SLSA6 Combo Light/Siren Controller SA315P Siren/Speaker and Bracket	2496	\$0.00	\$2,496.00
TAD8	Whelen Dominator 8 Super-LED 30" Low Profile Rear Traffic Advisor	662	\$0.00	\$662.00
DBKT6	Whelen Bracket for Traffic Advisor	Included	\$0.00	\$0.00
LINZ6-B	Whelen LINZ6 Series Super-LED 4"x2" Signals (Blue x2; Push Bumper Sides)	294	\$0.00	\$294.00
SLP-RB	Whelen SlimLighter Super-LED 16"x2" Signals (Red/Blue x 2; for Rear Side Windows)	752	\$0.00	\$752.00
c-vs-0513-TAHL-1	Havis Center Console with Cupholders and Armrest	496	\$0.00	\$496.00
LAPTOP	Havis Universal Laptop Stand	396	\$0.00	\$396.00
MZL-90	AC/DC Industries Battery Run-Down Protection with Timer and 6-Fuse Output	279	\$0.00	\$279.00
PARTITION	Cage with 1/2 Expanded Metal/Lexan, w/ Slider, Full Width Extension Panel	779	\$0.00	\$779.00
SEAT	Rear Transport Seat and Cage Behind 2nd Row	714	\$0.00	\$714.00
INSTALL	EVT Certified Installation -inc.: Labor, Wire, Loom, Hardware	475	\$0.00	\$475.00
PAINT	Paint and Graphics Package	746	\$0.00	\$746.00
K9	American Aluminum K-9 Unit with Water Bowl and Hot & Pop System with Alarm/Pager	2579	\$0.00	\$2,579.00
T&D	Temporary Tag and Delivery to Any Location in Florida	Included	\$0.00	\$0.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>				<b>\$ 37,434.92</b>

COLORS: Summit White (50U) exterior; Ebony Premium Cloth Front with Vinyl Rear Bench (19C, 5T5) Interior



MASTER LEASE AGREEMENT  
MUNICIPAL

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

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

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

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

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

Dated: \_\_\_\_\_

**The Bancorp Bank dba Mears Leasing**  
Lessor

\_\_\_\_\_  
Lessee

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

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

## ADDENDUM TO MASTER LEASE AGREEMENT MUNICIPAL

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

# Quincy Police Department Vehicle Inventory

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

## Administration Vehicles:

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

## CID Vehicles:

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

## Patrol Vehicles:

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

**Red: Non-Functional Vehicles/ Deadline**

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

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

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: March 11, 2014  
Date Submitted: February 27, 2014  
To: Honorable Mayor and Members of the Commission  
From: Jack L. McLean Jr., City Manager  
Reggie Bell, Interim Public Works Director  
Subject: Replacing Damaged Headwall  
East Crawford Street: Between Earnest and Corry Street

---

**Issue:**

This agenda item is regarding a request for approval by the City Commissioners and requires the signature of the City Manager.

**Background:**

The headwall located on East Crawford Street has been installed for more than 15 years. It's now necessary to replace the headwall due to erosion that's causing the street to collapse.

**Analysis:**

It is necessary to maintain our streets to ensure a safe environment. The funds will come from Resurfacing and Sidewalks, line item 001-430-541-60632.

**Options:**

- Option 1: Approve the lowest quote and authorize the City Manager to execute the agreement to replace the headwall.
- Option 2: Do not approve the lowest quote and do not authorize the City Manager to execute the agreement to replace the headwall.

**Staff Recommendation:**

- Option 1: Approve the lowest quote and authorize the City Manager to execute the agreement to replace the headwall.

**Attachments:**

A. Quotes to Replace Headwall

Barnes Equipment Co.

1. Equipment, labor, and materials to tear out existing headwalls and manhole. Install all structures, inlets, pipes, etc. The company is requesting \$6,000.00 material cost due at the time of delivery and the remaining balance of \$8,950.00 due upon completion of project.

Total: \$14,950.00

Gadsden County Public Works

1. Cost for equipment, labor, and materials.

Total: \$17,515.10

Gadsden County Public Works	\$17,515.10
Barnes Equipment Co.	<u>\$14,950.00 Lowest Quote</u>
Difference	\$ 2,565.10

# Proposal

## BARNES EQUIPMENT CO.

J. Malone Barnes, III, President

25040 Blue Star Hwy  
320 S. Shelfer Street,  
Quincy, FL 32351



(850) 627-7216  
Fax: (850) 627-8862  
Mobile: 545-5411

- LAND CLEARING & SITE WORK -

✦ Excavator Work ✦ Dozier & Pond Work ✦ Diesel Repair & Welding ✦ Dump Trucks ✦ Tree Service

PROPOSAL SUBMITTED TO <u>City of Quincy</u>		PHONE <u>850-618-0030</u>	DATE <u>2/25/14</u>
STREET <u>404 W. Jefferson St</u>		JOB NAME <u>Crawford St Drainage Project</u>	
CITY, STATE, ZIP CODE <u>Quincy, FL 32351</u>		JOB LOCATION <u>Quincy, FL</u>	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Equipment, labor and materials to tear out existing headwalls and manhole. Install all structures, inlets, pipe, ect.

We Propose hereby to furnish material and labor listed above, complete in accordance with above specifications, for the sum of:

fourteen thousand nine hundred fifty dollars (\$ 14,950.00)

Payment to be made as follows:

6,000.00 material cost due upon delivery with balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature

[Signature]

Note: This proposal may be withdrawn by us if not accepted within 20 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



# GADSDEN COUNTY PUBLIC WORKS

## EAST CRAWFORD STREET ESTIMATE 2/20/2014

<u>Hours/Tons</u>	<u>Equipment</u>	<u>Per Hour/Ton Rate</u>	<u>Amt. Due</u>
20	Operations Supervisor	\$20.98	\$419.60
5	Backhoe w/Operator	\$45.00	\$225.00
5	Lowboy Transport w/Operator	\$45.00	\$225.00
40	Hauling Materials, Dumptruck	\$45.00	\$1,800.00
40	Hauling Materials, Dumptruck	\$45.00	\$1,800.00
40	Track Hoe w/Operator	\$75.00	\$3,000.00
40	Motorgrader w/Operator	\$45.00	\$1,800.00
40	Maintenance Worker	\$9.86	\$394.40
40	Maintenance Worker	\$9.86	\$394.40
40	Pickup Truck	\$10.00	\$400.00
3	Culvert Pipes (42 x 20)	\$935.40	\$2,806.20
2	Grates (2)	\$620.00	\$1,240.00
270	Clay (15 Loads)	\$8.75	\$2,362.50
54	Limerock (3 Loads)	\$12.00	\$648.00
			<b>\$17,515.10</b>

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: March 11, 2014  
Date Submitted: February 27, 2014  
To: Honorable Mayor and Members of the Commission  
From: Jack L. McLean Jr., City Manager  
Reggie Bell, Interim Public Works Director  
Subject: Purchase of Two (2) City Trucks

---

**Statement of Issue:**

Public Works Department is requesting approval for the purchase of one (1) diesel 2008 F-350 Crew Cab Truck for \$14,000.00 and one (1) diesel 2008 F-250 Crew Cab Truck for \$14,000.00.<sup>1</sup> (total of \$28,000.00 for both trucks).

**Background:**

Public Works Department is in need of 2 trucks in order for their day to day operation to run smooth.

One of the trucks will replace a Public Works truck that was wrecked by a City employee. The insurance adjuster listed the truck as being total lost.

The other truck will replace a Public Works Van that is no longer safe to operate and was previously used to transport inmates.

**Analysis:**

Since Public Works Department is in need of replacing the wrecked truck and was already in need of a truck to transport inmates, the decision was made to consider purchasing 2 used trucks at \$14,000.00 each instead of purchasing one new truck for \$24,652.50. The amount of the insurance checks was \$16,442. The Department has proceeds from a salvage sale earlier this year in the amount of \$5,500. In order to purchase the vehicles, the Department needs an additional \$6,058. The \$6,058 will come from line item 001-430-541-60643, heavy equipment.

---

<sup>1</sup> These vehicles have 120,000 miles roughly, but based on our review and examination by Fleet Management, we should get 300,000 miles out of them.

**Option 2.** Do not authorize Public Works to purchase 2 trucks.

**Staff Recommendation:**

**Option 1.**

**Attachments**

- Price quotes and photos for 2014 truck
- Price quotes for 2 used 2008 trucks

## Reggie Bell

---

**From:** Eddie Murray  
**Sent:** Friday, February 07, 2014 12:42 PM  
**To:** Reggie Bell  
**Subject:** FW: Ford F250 Price Quote  
**Attachments:** 2014 F250 XL CREW CAB 4X2 Window Sticker.pdf

**From:** John Tucker [<mailto:johnnt@tallahasseeFordlm.com>]  
**Sent:** Friday, February 07, 2014 11:46 AM  
**To:** Eddie Murray  
**Subject:** Ford F250 Price Quote

Mr. Eddie Murray  
City Of Quincy,

Thank you for your request for a price quote on the truck you need. We will be happy to supply you with a new 2014 Ford F250 Crew Cab XL 4X2. I have attached a copy of the window sticker so you can see the standard and optional equipment. The MSRP is \$34,900.00. Your total price will be \$24,652.50. This total price does not include sales tax, tag, or title, but does include all fleet and municipal incentives from Ford Motor Company. I found this truck for you at another dealer and it is in stock and ready for delivery. Please call me with any questions at 850-590-8254.

Thank You,  
John Tucker

*John Tucker*

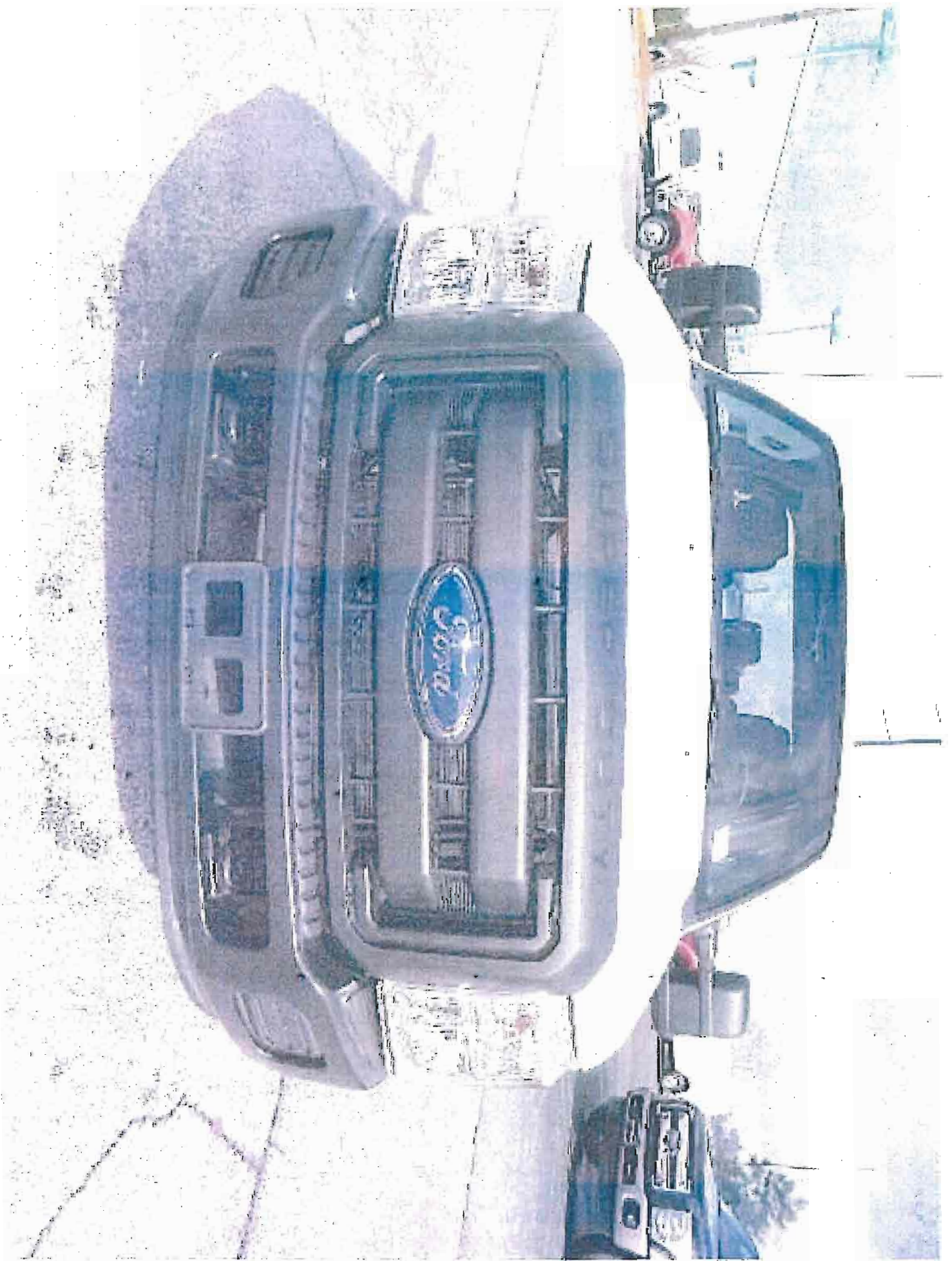
John Tucker  
Fleet and Commercial Sales Manager  
Tallahassee Ford-Lincoln  
email [johnnt@tallahasseeFordlm.com](mailto:johnnt@tallahasseeFordlm.com)  
office 850-877-1171  
cell 850-590-8254

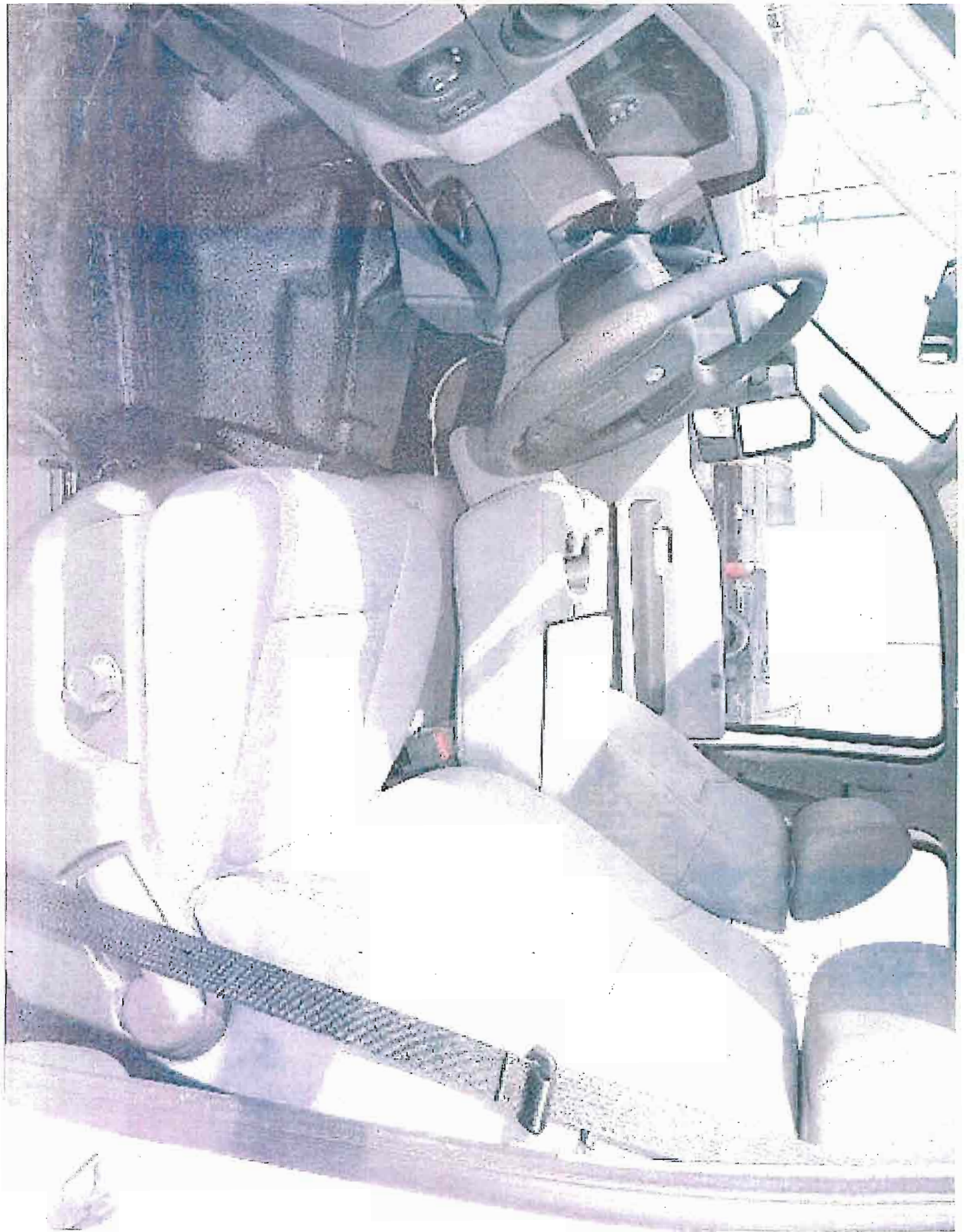
TALLAHASSEE



LINCOLN







BILL OF SALE

JK AUTOMOTIVE GROUP  
1925 US HWY 19 STE2  
HOLIDAY, FL 34691  
727-326-4457 Fax: 7279370002

Truck #2

DATE: 2/26/14  
STOCK #: 1083

PURCHASER INFORMATION:

SALESPERSON:

Name CITY OF QUINCY FLORIDA	Home Phone	D.L./Estate ID #
Name	Work Phone 850-618-0042	State of Issue FL
Street 404 W. JEFFERSON ST	Cell Phone	Expiration Date
City, State, Zip QUINCY, FL 32351	County GADSDEN	Date of Birth

VEHICLE INFORMATION:

Year 2008	Make FORD	Model SUPER DUTY F250	Color 1 WHITE	Color 2	Body Type CREW
VIN 1FTSW20R88EC98734	Mileage 109432	Cylinders 8	Transmission AUTO	Style 2WD CREW CAB XL	Stock# 1083

TRADE-IN INFORMATION:

SETTLEMENT

Year	Make	Model	Color	VEHICLE PRICE	13,576.00
VIN	Body Type	Mileage		Predelivery Service Fee [see NOTE 1]	249.00
Balance Owed To				SUBTOTAL	13,825.00
Balance Owed 0.00	Trade Allowance 0.00			Sales Tax:	N/A
Good Through	Quoted By			Title Fee:	175.00
Trade #2				License Fee:	N/A
				Registration Fee:	N/A
				Transfer Fee:	N/A
				Temp Tag Fee:	N/A
				Payoff on Trade-in:	N/A

INSURANCE INFORMATION:

Company	
Agent	
Policy #	Phone

LIEN HOLDER INFORMATION:

Name	
Street	
City, State, Zip	

REMARKS:


NOTE 1: This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

TOTAL DUE	14,000.00
TRADE-IN ALLOWANCE	N/A
DEPOSIT	N/A
CASH DOWN PAYMENT	14,000.00
TOTAL CREDIT	14,000.00
BALANCE DUE <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Finance	0.00

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

Purchaser hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by seller.

Accepted by Authorized Dealership Representative \_\_\_\_\_ Date 2/26/14

Purchaser \_\_\_\_\_ Date 2/26/14

Purchaser \_\_\_\_\_ Date \_\_\_\_\_







**TURBO**

**POWER STROKE**

**V8**

**DIESEL**



Truck #1

BILL OF SALE

JK AUTOMOTIVE GROUP
1925 US HWY 19 STE2
HOLIDAY, FL 34691
727-326-4457 Fax: 7279370002

DATE: 2/26/14
STOCK #: 1097

PURCHASER INFORMATION:

SALESPERSON:

Name: CITY OF QUINCY FLORIDA
Home Phone
D.L./State ID #
Work Phone: 850-618-0042
State of Issue: FL
Street: 404. W. JEFFERSON ST
Call Phone
Expiration Date
City, State, Zip: QUINCY, FL 32351
County: GADSDEN
Date of Birth

VEHICLE INFORMATION:

Year: 2008 Make: FORD Model: SUPER DUTY F350 Color 1: WHITE Color 2: Body Type: CREW
VIN: 1FTWW31R48ED94530 Mileage: 145214 Cylinders: 8 Transmission: AUTO Style: CREW CAB XL Stock#: 1097

TRADE-IN INFORMATION:

SETTLEMENT

Year: Make: Model: Color:
VIN: Body Type: Mileage:
Balance Owed To:
Balance Owed: 0.00 Trade Allowance: 0.00
Good Through: Quoted By:
Trade #2:
Insurance Information:
Company: Agent: Policy #: Phone:
Lien Holder Information:
Name: Street: City, State, Zip:
REMARKS:

Table with columns for Settlement items and amounts. Includes: VEHICLE PRICE (13,576.00), Predelivery Service Fee (249.00), SUBTOTAL (13,825.00), Sales Tax (N/A), Title Fee (175.00), License Fee (N/A), Registration Fee (N/A), Transfer Fee (N/A), Temp Tag Fee (N/A), Payoff on Trade-In (N/A), TOTAL DUE (14,000.00).

NOTE 1: This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Table with columns for Credit items and amounts. Includes: TRADE-IN ALLOWANCE (N/A), DEPOSIT (N/A), CASH DOWN PAYMENT (14,000.00), TOTAL CREDIT (14,000.00), BALANCE DUE (0.00).

Purchaser hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by seller.

Accepted by Authorized Dealership Representative Date: 2/26/14
Purchaser Date: 2/26/14
Purchaser Date:





