

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

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



## **Meeting Agenda**

**Tuesday,  
March 8, 2016  
6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

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

**AGENDA FOR THE REGULAR MEETING  
OF THE CITY COMMISSION OF  
QUINCY, FLORIDA  
Tuesday  
March 8, 2016  
6:00 PM  
CITY HALL CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Special Presentations by Mayor or Commission**

1. Presentation to Quincy Police Department by Cynthia Hagins

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

2. Approval of Minutes of the 02/23/2016 Regular Meeting  
(Sylvia Hicks, City Clerk)

**Proclamations**

**Public Hearings and Ordinances as scheduled or agended**

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

**Resolutions**

**Reports by Boards and Committees**

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

3. Amendment 1 to State Revolving Fund Loan  
(Mike Wade, City Manager; Ted Beason, Finance Director)

4. Approval of Work Order for Smoke Testing  
(Mike Wade, City Manager)
5. City of Quincy Retirement Savings Plan Correction Review – Authorization to retain Lowell Walters, Esquire  
(Mike Wade, City Manager; Scott Shirley, City Attorney)
6. Report on Standard and Poor’s Rating Review \*  
(Mike Wade, City Manager; Ted Beason, Director, Finance)
7. Report on 2016 CDBG Grant Application  
(Mike Wade, City Manager; Bernard Piawah, Director, Building and Planning)
8. Shelfer Street Ditch Report  
(Mike Wade, City Manager; Reginald Bell, Director, Public Works)
9. Fire Department Reports – Monthly Activity Report, District Calls  
(Mike Wade, City Manager; Curtis Bridges, Interim Fire Chief)

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

**Comments**

**a) City Manager**

**b) City Clerk**

**c) City Attorney**

“Announcement of executive session pursuant to Section 286.011(8), Florida Statutes, in the case of *Paul Williams v. City of Quincy, Florida and Mike Wallace, individually, Case No.: 4:15-cv-00385-RH-CAS, United States District Court, Northern District of Florida, Tallahassee Division.*”

**d) Commission Members**

**Comments from the audience**

## **Adjournment**

\*Items(s) Not in Agenda Packet

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

Persons with disabilities who require assistance to participate in City meetings are request to notify The City Clerk's Office at (850) 618-0020 in advance.

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
FEBRUARY 23, 2016  
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday, February 23, 2016, with Mayor Commissioner Elias presiding and the following present:

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

Also Present:

City Manager Mike Wade  
City Attorney Scott Shirley  
City Clerk Sylvia Hicks  
Police Chief Glenn Sapp  
Planning Director Bernard Piawah  
Finance Director Ted Beason  
Human Resources Director Bessie Evans  
CRA Manager Regina Davis  
Public Works Director Reginald Bell  
Parks and Recreation Director Greg Taylor  
Sergeant at Arms Officer Garrison

**Call to Order:**

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

Commissioner Gay made a motion to excuse Commissioner Brown. Commissioner McMillan seconded the motion. The ayes were unanimous. The motion carried four to zero.

**Approval of Agenda**

Commissioner McMillan made a motion to approve the agenda with the following change: Add 4a under Reports, request and communications by the City Manager, David Wyle's TCC Update. Commissioner Gay seconded the motion. The ayes were unanimous. The motion carried four to zero.

**Special Presentations by the Mayor or Commission**

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

*Approval of the Minutes of February 09, 2016 Regular Meeting*

Commissioner Gay made a motion to approve the minutes of the February 09, 2016 regular meeting with corrections if necessary. Commissioner McMillan seconded the motion. Attorney Shirley stated under City Attorney Concerns add notice by mail to all affected property owners in the downtown area. The ayes were unanimous. The motion carried four to zero.

## **Proclamations**

### **Public Hearings and Ordinances as scheduled or agendaed**

*Ordinance No. 1075-2016 Police and Firefighter Pension Plan on Second Reading*

At a public hearing Commissioner Dowdell made a motion to read Ordinance No. 1075-2016 by title only. Commissioner McMillan seconded the motion. Upon roll call by the Clerk the ayes were Commissioners McMillan, Gay, Dowdell, and Elias. The Clerk read the title as follows:

**AN ORDINANCE AMENDING CHAPTER 54 OF THE CODE OF ORDINANCES OF THE CITY OF QUINCY, FLORIDA, ARTICLE III PERTAINING TO THE CITY OF QUINCY MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT PLAN; AMENDING SECTIONS 54-57 AND 54-59 TO UPDATE THE PLAN FOR REQUIRED LEGISLATIVE CHANGES; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Elias asked if there were comments from the audience: No comments from the audience.

Commissioner Dowdell made a motion to approve Ordinance No. 1075-2016 on second reading. Commissioner McMillan seconded the motion. Upon roll call by the Clerk the ayes were Commissioners McMillian, Gay, Dowdell and Elias. Nay were none. The motion carried four to zero.

### **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)**

Emanuel Sapp of 821 2<sup>nd</sup> Street came before the Commission to request that they support the Gadsden Arts Center it is a plus for Gadsden County students from a cultural stand point.

## **Ordinances**

## **Resolutions**

*Resolution No. 1339-2016 Black Heritage Parade*

Commissioner Dowdell made a motion to approve Resolution no 1339-2016 Black Heritage Parade with the Manager's approval. Commissioner Gay seconded. The City Manager stated the insurance and security has been taken care of. The motion carried four to zero.

## **Reports by Boards and Committees**

### *David Wyles' TCC Presentation*

David Wyles of Tallahassee Community College came before the Commission to inform them of the grand opening of the new TCC building located off Pat Thomas Parkway will be March 21, 2016. He stated that they had planned to pave the road directly behind the facility but the paving and other items were cut from the budget. Mr. Wyle's stated that the grand opening for the new facility will be March 21, 2016. He also stated that they will be offering a new Air Conditioning program at the new facility as well as all the other programs at the TCC house on Adams Street. He thanked the City of Partnering with them.

### *Request for Capital Funding for Gadsden Arts Center Expansion Project*

Grace Robinson Executive Director of the Gadsden Arts Center came before the Commission to request \$25,000 in support of the organization's Community Connections expansion project, which has raised 76% of its \$600,000 goal through private contributions. She stated that the fund will contribute toward achieving the project fundraising goal and will be leveraged as part of a 1:1 match in a request for \$150,000 through a State of Florida Cultural Facilities Grant. This is in addition to an annual program funding request by Gadsden Arts and provided through the City's annual funding for selected non-profits. Ms. Robinson stated that the Community Connection Renovation and Expansion project will transform an empty storefront downtown into a walk-in art-making studio. Any resident or visitor will be able to come and learn to make a variety of types of art during all hours that the Gadsden Arts Center is open. The renovation and expansion project furthers the Gadsden Arts Center's positive impact in the City of Quincy and Gadsden County; improved quality of life for residents, tourism and economic development, direct and indirect economic impacts, art education for children, and positive community reputation in the larger state and region. Ms. Robinson stated that on April 15, 2016 at 6:00 p.m. the Gadsden Arts Center will receive the title of National Arts Accreditation. Commissioner Gay congratulated the Gadsden Arts Center for their vision to expand and supports the request of \$25,000. Commissioner Dowdell echoes what Commissioner Gay said in support of the donation and he appreciates the GAC for coming out partnering with the schools. Commissioner McMillan stated he is in support of the donation. Mayor Elias stated he is support of the donation but his concerns (1) pledging dollars that has not been budgeted, (2) wants to be fair to others and don't want to set a precedent (3) suggests she comes before the CRA. He asked the attorney if we could make such a pledge for next year's budget. Attorney Scott Shirley stated the pledge would be subject to the availability of funds. Commissioner Gay made a motion to approve the donation of \$25,000 to the Gadsden Arts Center for their expansion project and authorize staff to include it in the Fiscal Year 2016-2017 budget. Commissioner McMillan seconded the motion. The ayes were Commissioners McMillan, Gay and Dowdell. Nay was Mayor Elias. The motion carried three to one.

### *Approval to Submit Edward Byrne Memorial Justice Assistance Grant*

Commissioner Dowdell made a motion to approve staff to submit an application to Florida Department of Law Enforcement (FDLE), the Edward Byrne Memorial Justice Assistance Grant. Commissioner Gay seconded the motion. Commissioner Dowdell asked if there was a match. Chief Sapp replied no. The motion carried four to zero.

*Sewer Sanitation Evaluation Study (SSES) Project Meeting EAP Acquisition Standards*

City Manager Mike Wade reported to the Commission that after submitting our Special Appropriation Act Project (SAAP) grant application to Environmental Protection Agency (EPA) for funding to get started with the proposed smoke testing project, based on an existing engineering service agreement with Hatch Mott MacDonald, EPA notified us that we would have to show the engineering firm was acquired by EPA standards of procurement. He stated to be approved for funding from EPA we would have to commit to going through the RFQ process. Commissioner McMillan made a motion to select Hatch Mott MacDonald as the Engineer of Record for the continuation of our SSES Project and for staff to bring back a work order with the fee proposal from Hatch Mott MacDonald for Commission approval. Commissioner Gay seconded the motion. Commissioner Gay asked what is left. City Manager Mike Wade stated the second system wide smoke test to identify the problem and then get design work to repair the problem. Commissioner Gay requested a cost estimate. Commissioner Dowdell asked if the testing is Citywide. The City Manager replied yes. The motion carried four to zero.

*Financial Reports –Arrears, Cash Requirement*

Ted Beason Finance Director informed the Commission that our cash requirement are just above \$100,000. Commissioner McMillan asked if we are going to be ready for the audit. Mr. Beason stated he is scheduled to meet with the Auditor on tomorrow.

Mayor Elias stated he had received a call from a constituent stating that she was not given the opportunity to get an extension on her utility bill. Mayor Elias stated that she said that her bill was due on the 22<sup>nd</sup>, and asked for a 10 day extension. Mr. Beason stated that he would get in contact with the Customer Service Supervisor to get the details but normally if a customer requests an extension they are granted except if it is two days prior to being cut off. Commissioner Dowdell asked if we could have that information printed on the bills.

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

**Comments**

**City Manager**

City Manager Mike Wade presented to the Commission a quarterly report from the Quincy Recreation Department. Commissioner McMillan stated that the Recreation Department is doing a good job.



City Manager Mike Wade stated that Preble Rish is seeking a CDBG grant on behalf of the City of Quincy and is trying to establish a Citizen Advisory Task Force and present several names to the Commission for approval. Matt Chester and Kelli Weldon stated the Task Force is a requirement for the grant and it needs to be advertised as soon as possible for the points. She stated it is a competitive grant process and every point counts. Mayor Elias asked if Preble Rish was authorized by the Commission to submit grant applications on behalf of the City and asked if it would be better to do it on the front end rather ask for approval on the back end. The City Attorney stated we should authorize them to submit applications. Mayor Elias asked if we had any projects in mind because we normally do Housing. City Manager Mike Wade stated infrastructure, the extension of the water line and repair of the water tank. Commissioner Gay made a motion to authorize Preble Rish to submit grant applications on behalf of the City. Commissioner Dowdell seconded the motion. The motion carried four to zero.

City Manager Mike Wade reported to the Commission that South Adams Street has been repaired, the pot holes on Main Street has been filled, Martin Luther King Jr. Blvd. and Virginia Street catch basin and pipes has been cleaned to alleviate some of the water off Flagler Street.

City Manager Mike Wade stated that the National Weather Bureau has issued a severe weather bulletin for our area from 3am to 4am and asked everyone to careful. Mr. Wade stated the number to call to report outages is 850-627-9506. Commissioner Dowdell advised the Manager that every time there bad weather occurs the lights on Elm Street goes out.

City Manager Mike reported to the Commission that we have hired five people and two have since left within two weeks of hiring. City Manager Wade reported that he has appointed Captain Bridges as Interim Fire Chief and interviewing for two more positions.

Mayor Elias asked the Manager the status of the following positions Store Keeper; City Manager currently interviewing, Administrative Assistant Utilities; City Manager currently interviewing, Utilities Director; City Manager looking to hire from within; Public Works Supervisor, City Manager interviewing; Police Captain/Lieutenant; City Manager needs to get with the Chief, Accountant III; City Manager advertising, Executive Assistant; City Manager interviewing, Lineman Helper; City Manager filled, Engineer City Manager on hold to hold down cost, Utilities Service Tech; City Manager filled, Meter Reader City Manager was filled and now open again.

**City Clerk – None**

**City Attorney**

City Attorney Scott Shirley reported to the Commission that since the Police and Firefighters Pension Ordinance has been approved the next step is to go forward with the voluntary application process with the IRS and then begin the same compliance with the regular City pension plan.

**Commission Members**

Commissioner Dowdell thanked the City Manager for the work he is doing in District I and requested an update on ditches. City Manager Mike Wade stated that he would get him an update.

Commissioner Dowdell stated that in Commissioners' Brown District on South Stewart Street cars is parked in front of mail boxes. City Manager stated he will look into the matter.

Commissioner Dowdell stated that a citizen had called him regarding a bill they received from the City for cutting grass in the amount of \$1,000. The City Manager asked who the citizen was. Commissioner Dowdell stated he would get him the information.

Commissioner Gay stated that on East King and Madison Streets Florida Department of Transportation (FDOT) have not been back. He asked the status of the cabinet and cross walks and gutter work. City Manager Mike Wade stated he would get an update on the traffic lights on King Street and FDOT had to go back to the County for an easement for the cabinet.

Commissioner Gay thanked Mr. Bell and his staff for the work they did in Eastern Cemetery.

Commissioner Gay stated it is nice that the City is current with their bills.

Commissioner McMillan stated it is nice to pay our vendors it is a good feeling to go somewhere and people don't asked you when are you all going to send us a check. He stated our payables are at \$100,000 that is good.

Commissioner McMillan thanked Mr. Bell and his staff for cleaning up Fletcher Drive. He also stated that he is seeing Public Works cleaning out the gutters.

Commissioner McMillan thanked Preble Rish for all they are doing for us the paving on Martin Luther King and the future paving on West King Street.

Commissioner McMillan thanked the Recreation Department for giving back to the community.

Commissioner McMillan stated he agrees with Mayor Elias about filling the position but we need to get the right person for the job we have saved a ton of money.

### **Citizens to be heard**

Emanuel Sapp of 821 2<sup>nd</sup> Street stated the lighting condition in District II is poor.

Chavein Lockwood of 518 Martin Luther King, Jr. Boulevard came before the Commission to let them know he is an advocate for the Black History Parade.

Jim Southerland came before the Commission to inform that the City Commission meeting as we speak is now live on the internet and on upstream. Mr. Southerland apologized for the inconvenienced and technical difficulties at the last meeting. He stated we needed to have replaced a piece of equipment and now have since corrected the problem.

Mayor Elias asked who is responsible for the website and we need to make sure the information is current and accurate. City Manager Mike Wade stated the Executive Assistant will be responsible for the website.

Mayor Elias informed the Manager that street lights are out all over the City, stop signs are faded, G F&A needs to be cleaned up.

Mayor Elias stated all of the Departments are working well together and collectively and keep up the good work.

Mayor Elias stated that we do need to fill the positions with qualified people and it is an opportunity for employees to move up and or latterly it is a good opportunity for our employees. He stated that we create position to perform a service.

Mr. Beason informed the Commission that we don't give a ten day extension but he would check on the incident.

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

APPROVED:

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

ATTEST:

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

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

**MEETING DATE:** March 8, 2016

**DATE OF REQUEST:** March 3, 2016

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

**FROM:** Mike Wade, City Manager  
Ted Beason, Finance Director

**SUBJECT:** Amendment 1 to State Revolving Fund Loan Agreement

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**Statement of Issue**

The Florida Department of Environmental Protection (FDEP) has proposed Amendment 1 to the City of Quincy's State Revolving Fund WW200100 loan agreement. The amendment adjusts the Bio-solids Dewatering Project final costs from \$564,488 to \$480,291 and reduces the semiannual loan payments from \$16,258.00 to \$13,602.38.

**Background**

During the regular scheduled City of Quincy City Commission meeting of January 28, 2014 the Commission approved Resolution 1311-2014 authorizing a construction loan from the FDEP in the amount of \$564,488 for the Quincy Wastewater Treatment Plant Biosolids Dewatering Facility. The project was substantially completed in January 2014 and placed into operation on January 9, 2014. The total reimbursed costs for the project was \$480,291 which is \$84,197 less than the original projected costs. FDEP did a project closeout in August 2015 and has proposed a final amendment (Amendment 1) to adjust the total loan amount based upon actual disbursed amounts. If Amendment 1 is approved by the commission and a signed copy returned to FDEP before March 15, 2016 the semiannual payment due on March 15, 2016 and beyond will be reduced by \$2656 per payment.

Staff recommends approving Amendment 1 to the State Revolving Loan Fund WW200100.

**Options:**

**Option 1:** Move to authorize the Mayor to sign Amendment 1 to the State Revolving Fund WW200100 loan agreement.

**Option 2:** Do not approve Amendment 1 to the State Revolving Fund WW200100 loan agreement.

**Staff Recommendation:**

**Option 1**

**Attachments:**

1. State Revolving Fund Amendment 1 to Loan Agreement WW200100.
2. State Revolving Fund Loan Amortization Schedule
3. Resolution 1311-2014
4. Notice of Completion

**STATE REVOLVING FUND  
AMENDMENT 1 TO LOAN AGREEMENT WW200100  
CITY OF QUINCY**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF QUINCY, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW200100, authorizing a Loan amount of \$564,488, excluding Capitalized Interest; and

WHEREAS, the Loan Amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

WHEREAS, revised provisions for audit and monitoring are needed; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect adjustment of Project costs and the three Semiannual Loan Payments received by the Department from the Local Government.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount is hereby reduced by \$84,197, and the adjusted total disbursed amount for this loan is \$480,291.

2. The Loan Service Fee is reduced by \$1,684, and the adjusted total service fee for this Loan is \$9,606. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$480,291. The Loan Service Fee is assessed as of the effective date of September 28, 2015.

Interest shall accrue on the Loan Service Fee at the Financing Rate, or rates, set for the Loan until the fee is paid.

3. The total amount to repay by the Local Government is \$490,024.38, which consists of \$480,291.00 disbursed to the Local Government, \$127.38 of accrued Capitalized Interest and \$9,606.00 of service fee charges.

4. The total amount remaining to repay on the Loan is \$449,727.16, which amount accounts for the Department's receipt of three Semiannual Loan Payments and consists of the unpaid principal of the loan of \$440,121.16 and the unpaid service fee charge of the loan of \$9,606.00 both at a Financing Rate of 1.21 percent per annum (the interest rate is 0.605 percent per annum, and the Grant Allocation Assessment rate is 0.605 percent per annum).

5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$13,602.38. Such payments shall be received by the Department on March 15, 2016 and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid.

6. Section 2.03 is hereby deleted and replaced as follows:

The Local Government agrees to the following audit and monitoring requirements.

Funds provided under this Agreement have been identified as second-tier monies under the Federal Clean Water Act which are identified as state funds whose use is federally protected.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$480,291	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the \$500,000 threshold has not been met. In the event that the Local Government expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

(e) The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department of Environmental Protection at the following address:



Valerie Peacock, Audit Director  
Office of the Inspector General  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 41  
Tallahassee, Florida 32399-3123

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the final amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the final amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97 F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

7. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the final amendment date.

8. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of the Local Government's Project audit or a Department audit pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COST (\$)
Administrative Allowance	31,443.00
Construction and Demolition	439,538.00
Technical Services During Construction	9,310.00
SUBTOTAL (Total Disbursed)	480,291.00
Capitalized Interest	127.38
TOTAL (Loan Principal Amount)	480,418.38

9. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW200100 shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee, and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
**CITY OF QUINCY**

\_\_\_\_\_  
Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

Calculation of Semiannual Payment for Remaining Years

Sponsor: Quincy  
 Beginning of Repayment Period: 03/15/2014

Funding Number: 200100  
 Payments Remaining: 37

Original Loan

Combined Rate: 1.21

Date	Balance Forward	Disbursement Or Serv. Fee	Comb. Int At 03/15/2016	Total Owed At 03/15/2016	Present Value* At 09/15/2015	Payment Amount
09/15/2015	440,121.16	0.00	2,662.73	442,783.89		
09/28/2015	0.00	9,606.00	53.82	9,659.82		
Totals:				452,443.71	449,722.89	13,602.38
Totals:				452,443.71	449,722.89	13,602.38

\*Present value is the total owed divided by  $(1 + (\text{Combined interest rate})/2)$   
 The Payment Amount is computed using the present value.

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Quincy

Funding Number: 200100

Original Loan		Interest: .605	GAA Rate: .605						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*	
03/15/2014		0.00	0.00	0.00	0.00	0.00	0.00	480,418.38	
09/15/2014	1	16,258.00	0.00	0.00	1,453.27	1,453.27	13,351.46	467,066.92	
03/15/2015	2	16,258.00	0.00	0.00	1,412.88	1,412.88	13,432.24	453,634.68	
09/15/2015	3	16,258.00	0.00	0.00	1,372.24	1,372.24	13,513.52	440,121.16	
03/15/2016	4	13,602.38	9,606.00	53.82	1,331.37	1,331.37	1,279.82	438,841.34	
09/15/2016	5	13,602.38	0.00	0.00	1,327.50	1,327.50	10,947.38	427,893.96	
03/15/2017	6	13,602.38	0.00	0.00	1,294.38	1,294.38	11,013.62	416,880.34	
09/15/2017	7	13,602.38	0.00	0.00	1,261.06	1,261.06	11,080.26	405,800.08	
03/15/2018	8	13,602.38	0.00	0.00	1,227.55	1,227.55	11,147.28	394,652.80	
09/15/2018	9	13,602.38	0.00	0.00	1,193.82	1,193.82	11,214.74	383,438.06	
03/15/2019	10	13,602.38	0.00	0.00	1,159.90	1,159.90	11,282.58	372,155.48	
09/15/2019	11	13,602.38	0.00	0.00	1,125.77	1,125.77	11,350.84	360,804.64	
03/15/2020	12	13,602.38	0.00	0.00	1,091.43	1,091.43	11,419.52	349,385.12	
09/15/2020	13	13,602.38	0.00	0.00	1,056.89	1,056.89	11,488.60	337,896.52	
03/15/2021	14	13,602.38	0.00	0.00	1,022.14	1,022.14	11,558.10	326,338.42	

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Quincy

Funding Number: 200100

Original Loan		Interest: .605	GAA Rate: .605						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*	
09/15/2021	15	13,602.38	0.00	0.00	987.17	987.17	11,628.04	314,710.38	
03/15/2022	16	13,602.38	0.00	0.00	952.00	952.00	11,698.38	303,012.00	
09/15/2022	17	13,602.38	0.00	0.00	916.61	916.61	11,769.16	291,242.84	
03/15/2023	18	13,602.38	0.00	0.00	881.01	881.01	11,840.36	279,402.48	
09/15/2023	19	13,602.38	0.00	0.00	845.19	845.19	11,912.00	267,490.48	
03/15/2024	20	13,602.38	0.00	0.00	809.16	809.16	11,984.06	255,506.42	
09/15/2024	21	13,602.38	0.00	0.00	772.91	772.91	12,056.56	243,449.86	
03/15/2025	22	13,602.38	0.00	0.00	736.44	736.44	12,129.50	231,320.36	
09/15/2025	23	13,602.38	0.00	0.00	699.74	699.74	12,202.90	219,117.46	
03/15/2026	24	13,602.38	0.00	0.00	662.83	662.83	12,276.72	206,840.74	
09/15/2026	25	13,602.38	0.00	0.00	625.69	625.69	12,351.00	194,489.74	
03/15/2027	26	13,602.38	0.00	0.00	588.33	588.33	12,425.72	182,064.02	
09/15/2027	27	13,602.38	0.00	0.00	550.74	550.74	12,500.90	169,563.12	
03/15/2028	28	13,602.38	0.00	0.00	512.93	512.93	12,576.52	156,986.60	
09/15/2028	29	13,602.38	0.00	0.00	474.88	474.88	12,652.62	144,333.98	

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Quincy

Funding Number: 200100

Original Loan		Interest: .605	GAA Rate: .605						
Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Gr. All. Assmt.	Principal Paid	Total to Pay*	
03/15/2029	30	13,602.38	0.00	0.00	436.61	436.61	12,729.16	131,604.82	
09/15/2029	31	13,602.38	0.00	0.00	398.10	398.10	12,806.18	118,798.64	
03/15/2030	32	13,602.38	0.00	0.00	359.37	359.37	12,883.64	105,915.00	
09/15/2030	33	13,602.38	0.00	0.00	320.39	320.39	12,961.60	92,953.40	
03/15/2031	34	13,602.38	0.00	0.00	281.18	281.18	13,040.02	79,913.38	
09/15/2031	35	13,602.38	0.00	0.00	241.74	241.74	13,118.90	66,794.48	
03/15/2032	36	13,602.38	0.00	0.00	202.05	202.05	13,198.28	53,596.20	
09/15/2032	37	13,602.38	0.00	0.00	162.13	162.13	13,278.12	40,318.08	
03/15/2033	38	13,602.38	0.00	0.00	121.96	121.96	13,358.46	26,959.62	
09/15/2033	39	13,602.38	0.00	0.00	81.55	81.55	13,439.28	13,520.34	
03/15/2034	40	13,602.14	0.00	0.00	40.90	40.90	13,520.34	0.00	
Subtotals:		552,061.82	9,606.00	53.82	30,991.81	30,991.81	480,418.38		
*Total to pay may reflect activity during repayment term									

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Quincy

Funding Number: 200100

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
03/15/2014		0.00	0.00	0.00	0.00	0.00	0.00	480,418.38
09/15/2014	1	16,258.00	0.00	0.00	1,453.27	1,453.27	13,351.46	467,066.92
03/15/2015	2	16,258.00	0.00	0.00	1,412.88	1,412.88	13,432.24	453,634.68
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03/15/2017	6	13,602.38	0.00	0.00	1,294.38	1,294.38	11,013.62	416,880.34
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09/15/2020	13	13,602.38	0.00	0.00	1,056.89	1,056.89	11,488.60	337,896.52
03/15/2021	14	13,602.38	0.00	0.00	1,022.14	1,022.14	11,558.10	326,338.42



State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Quincy

Funding Number: 200100

All Increments Combined

Date	Pmt. No.	Payment	Serv. Fee Paid	SF Interest	Interest	Grt. All. Assmt.	Principal Paid	Total to Pay*
09/15/2021	15	13,602.38	0.00	0.00	987.17	987.17	11,628.04	314,710.38
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09/15/2028	29	13,602.38	0.00	0.00	474.88	474.88	12,652.62	144,333.98

State Revolving Fund Loan  
 \*\*\* Amortized Repayment Schedule \*\*\*

Sponsor: Quincy

Funding Number: 200100

All Increments Combined

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03/15/2030	32	13,602.38	0.00	0.00	359.37	359.37	12,883.64	105,915.00
09/15/2030	33	13,602.38	0.00	0.00	320.39	320.39	12,961.60	92,953.40
03/15/2031	34	13,602.38	0.00	0.00	281.18	281.18	13,040.02	79,913.38
09/15/2031	35	13,602.38	0.00	0.00	241.74	241.74	13,118.90	66,794.48
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09/15/2032	37	13,602.38	0.00	0.00	162.13	162.13	13,278.12	40,318.08
03/15/2033	38	13,602.38	0.00	0.00	121.96	121.96	13,358.46	26,959.62
09/15/2033	39	13,602.38	0.00	0.00	81.55	81.55	13,439.28	13,520.34
03/15/2034	40	13,602.14	0.00	0.00	40.90	40.90	13,520.34	0.00
Totals:		552,061.82	9,606.00	53.82	30,991.81	30,991.81	480,418.38	
*Total to pay may reflect activity during repayment term								

## **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.

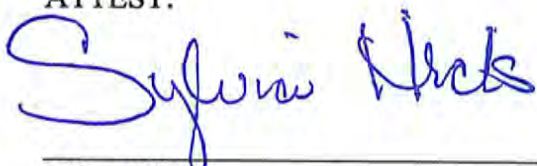
3. The adopted adjusted rates may take effect immediately, but no later than the start of the FY 2015 budget year and then only upon the immediate tender by the City of Quincy of 115% of amount due in FY20-14 for the Clean Water State Revolving Fund Loan 641090 and the "Quincy Wastewater Treatment Plant 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



**Hatch Mott  
MacDonald**

**Hatch Mott MacDonald**

1545 Raymond Diehl Road, Suite 200  
Tallahassee, FL 32308  
T 850.222.0334 www.hatchmott.com

AAC000035 EB0000155 LB00006783

February 26, 2014

Mr. Bill Evans.  
Domestic Wastewater Permitting Supervisor  
Florida Department of Environmental Protection – NW District  
160 Governmental Center  
Pensacola, FL 32502-5794

**RE: Notification of Completion of Construction  
Quincy WWTP (FL0029033)  
HMM No. 307945**

Dear Mr. Evans,

Enclosed please find three copies of the Notification of Completion of Construction for Wastewater Facilities or Activities form.

Please review the information provided and let us know if you have any questions or require additional information.

Sincerely,

Hatch Mott MacDonald

A handwritten signature in blue ink, appearing to read 'Catalina Weaver'.

Catalina Weaver, PE  
Project Engineer

MPM:cgw  
encl.

cc: Mike Wade, City of Quincy



# NOTIFICATION OF COMPLETION OF CONSTRUCTION FOR WASTEWATER FACILITIES OR ACTIVITIES

## 1. Instructions

- a. In accordance with Rule 62-620.410, F.A.C., this form must be submitted to the Department's appropriate district office or approved local program prior to placing a newly constructed facility or modified portion of an existing facility into operation for any purpose other than testing for leaks and equipment operation.
- b. Each applicable item must be completed in full. Where attached sheets or other technical documentation are used in lieu of the blank spaces provided, indicate appropriate cross-references in the spaces.
- c. Three (3) copies of this notification with supporting documentation shall be submitted with this form.
- d. All information is to be typed or printed in ink. Dates are to be entered in MM/DD/YR format.

## 2. Facility Information

- a. Permit Number FL0029033      b. Facility Identification Number FL0029033
- c. Project/Facility Name Biosolids Dewatering Facility/Quincy Wastewater Treatment Plant
- d. Contact Name: Jack McLean  
 Number and Street 404 W Jefferson St  
 City/State/Zip Code Quincy/FL/32351  
 Telephone (850) 618-0020 x6678

## 3. Description of Facilities to be Placed into Operation:

Biosolids dewatering system

## 4. Description of Substantial Deviations from the Permit, Approved Preliminary Design Report, and Application Materials:

None

## 5. Implementation Dates

- a. Actual Date Construction Began 07/01/13
- b. Scheduled Date to Place Facilities into Operation 01/09/14
- c. Scheduled Date to Attain Operational Level 03/01/14
- d. Scheduled Date to Submit DEP Form 62-620.910(13)<sup>1</sup> 04/01/14

<sup>1</sup>In accordance with Rule 62-620.410, F.A.C., DEP Form 62-620.910(13) Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals must be submitted within six month after the facilities are placed into operation.

6. Certifications

a. Applicant or Authorized Representative

I certify that the statements made in this notification and all attachments are true, correct and complete to the best of my knowledge and belief. I agree to operate and maintain these facilities in such a manner as to comply with the provisions of Chapter 403, F.S., Chapter 62-620, F.A.C., and all other applicable rules of the Department.

[Signature] \_\_\_\_\_ 2/25/14 \_\_\_\_\_  
(Signature of Applicant or Authorized Representative<sup>2</sup>) (Date)

Name (Please Type) Jack McLean Company Name City of Quincy  
Title City Manager Company Address 404 W Jefferson St  
Phone (850) 618-0020 x6678 City/State/Zip Code Quincy/FL/32351

b. Applicant or Authorized Representative (For Domestic Wastewater Facilities Only)

I certify that an appropriate draft operation and maintenance manual for these domestic wastewater facilities, which has been examined by a professional engineer as certified below, is available and located at 300 N.G.F. & A Drive, Quincy, FL 32351 and can be submitted upon request.

[Signature] \_\_\_\_\_ 2/25/14 \_\_\_\_\_  
(Signature of Applicant or Authorized Representative<sup>2</sup>) (Date)

Name (Please Type) Jack McLean Company Name City of Quincy  
Title City Manager Company Address 404 W Jefferson St  
Phone (850) 618-0020 x6678 City/State/Zip Code Quincy/FL/32351

c. Professional Engineer Registered in Florida

I certify that the facilities listed above have been completed to the point where the facilities are functionally complete. I further certify that construction on these facilities has proceeded substantially in accordance with the permit and the approved preliminary design report and application materials, or that deviations noted above will not prevent the system from functioning in compliance with all applicable statutes of the State of Florida and rules of the Department when properly operated and maintained. These determinations have been based upon on-site observation of construction, scheduled and conducted by me or by a project representative under my direct supervision, for the purpose of determining if the work proceeded in compliance with the permit and the approved preliminary design report and application materials.

Company Name: Hatch Mott MacDonald Name (please type) Catalina Weaver  
Company Address: 1545 Raymond Diehl Rd  
City/State/Zip Code Tallahassee/FL/32317  
Phone Number: 850-222-0334

[Signature] 1-13-14, P.E. No. 71471  
(Seal, Signature, Date, and Registration Number)

<sup>2</sup>If signed by the authorized representative, attach a letter of authorization.



d. Professional Engineer Registered in Florida (For Domestic Wastewater Facilities Only)


I certify that the draft operation and maintenance manual for these domestic wastewater facilities has been prepared or examined by me or by individual(s) under my direct supervision and that there is reasonable assurance, in my professional judgement, that the facilities, when properly operated and maintained in accordance with this manual, will comply with all applicable statutes of the State of Florida and rules of the Department.

Company Name: Hatch Mott MacDonald Name (please type) Catalina Weaver

Company Address: 1545 Raymond Diehl Rd

City/State/Zip Code Tallahassee/FL/32317

Phone Number: 850-222-0334

 1-13-14 PEN. 71971  
(Seal, Signature, Date, and Registration Number)

**CITY OF QUINCY**

**CITY COMMISSION AGENDA REQUEST**

MEETING DATE: March 8, 2016

DATE OF REQUEST: March 4, 2016

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, City Manager

SUBJECT: City of Quincy Smoke Testing Project in Conjunction with the SSES and I/I Project Funded Through FDEP and EPA Funding

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**Statement of Issue:**

The information provided herein concerns a smoke testing project which is in conjunction with improvements to the wastewater collection system and a consent order issued by the Florida Department of Environmental Protection agency to the City for mandated improvements to our sanitary sewer system as it pertains to inflow and infiltration into the sewer system.

**Background on the SSES Project:**

After being placed within a consent order by FDEP several years ago for excess inflow/infiltration entering into our sewer system, the City has performed system analysis, flow monitoring, smoke testing, and close circuit television of the noted worst areas of the system. After discussions with FDEP and our Engineer of Record, Hatch Mott McDonald, the City has gotten approval to continue the system study by the method of smoke testing the collection system. We determined that smoke testing the system would best method to evaluate the system and produce information to correct deficiencies within the collection system to positively affect the flows into our WWTP. Funds to be used are grant funds that are set aside for the City of Quincy through the SAAP Grant Fund Application approved by the City Commission for submittal and which is now being finalized by EPA.

After being at this point in November of 2015 and then having to go back through the RFQ process for engineering services to meet EPA requirements, we now are at a point to move forward with the smoke project.

**Staff Recommendation:**

Attached to this document is a copy of the Work Order for Smoke Testing which outlines the project as defined within the work order for continuation of our SSES studies. Also attached is the Professional Services Agreement which defines the professional engineering services as it relates to the wastewater facilities. Based on funds being available through EPA, staff recommends approval of the attached work order to continue study of our sewer collection system by smoke testing.

**Options:**

1. Move to authorize the City Manager sign the Work Order for 2016 Smoke Testing of the City of Quincy's Sewer Collection System through the Professional Services agreement with Hatch Mott MacDonald.
2. Move to direct the City Manager to follow an alternative direction as decided by the City Commission.

**Recommended Option**

**Option 1**

**Attachments:**

**Work Order Smoke Testing 2016  
Agreement for Professional Services**

WORK ORDER

2016 SMOKE TESTING  
CITY OF QUINCY

This Work Order is issued between the **CITY OF QUINCY, FLORIDA** (“CITY”) and **HATCH MOTT MacDONALD FLORIDA, LLC** (“ENGINEER”), pursuant to the Agreement for Professional Services between the parties dated \_\_\_\_\_, 2016 and subject to all the terms and conditions thereof.

**SCOPE OF WORK TO BE PERFORMED**

The ENGINEER will complete the 2016 Smoke Testing in accordance with the attached detailed scope of work.

**COMPENSATION**

The ENGINEER shall be compensated on a labor and materials basis. Total fee under this contract will not exceed \$ 96,060.00 without written modification to the Work Order. This fee is for a maximum of 337,920 LF of gravity sewer.

**SCHEDULE**

The ENGINEER shall complete the requested work in a timely manner. ENGINEER shall provide CITY with an estimate of the time required to perform the requested services prior to initiating any work.

**AUTHORIZATION**

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CITY.

ACCEPTED:

THE CITY OF QUINCY

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

By \_\_\_\_\_  
Authorized Representative

HATCH MOTT MacDONALD FLORIDA, LLC

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

By \_\_\_\_\_  
David Skipper, PE  
Vice President

**SCOPE OF WORK  
2016 SMOKE TESTING  
CITY OF QUINCY**

**1. Smoke Testing**

1.1 Furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all existing gravity sewers in the City of Quincy.

1.1.1 Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer and/or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, and/or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface

1.1.2 Document each case of improper entry or damage to the collection system and provide a report which will include a description of the defect, the physical address, GPS coordinates, and a detailed map indicating the breach point and include photographic proof of same to owner.

**1.2 Preparations**

1.2.1 Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Such factors as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.

1.2.2 Make adequate preparation by providing door hangers (which have been reviewed and approved by the owner) plus notification of all residents by door hanger a minimum of 48 hours in advance of smoke testing. .

1.2.3 Provide adequate notification to the fire department, police department, and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.

1.2.4 Ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.

1.2.5 Ensure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

### **1.3 Operation**

1.3.1 At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing will not be conducted on windy or wet days)

1.3.2 The blower will be started and liquid smoke will be employed

1.3.3 As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewers and/or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, and/or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

1.3.4 Pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

### **1.4 Recording**

1.4.1 Employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

To accomplish this, consultant will:

- Record the street address
- Record the GPS coordinates
- Record a digital photograph of the event (minimum of 5 megapixel)
- Provide specific notes to permit follow-up activity

- Download recorded information to provide detailed map and report to owner with locations and call outs for each defect
- Paint a mark on the street, using green temporary marking chalk, to assist the city in finding defects for follow-up activity

1.4.2 Provide to the City no later than 5 business days from the completion of any given section or basin. Reports will consist of one printed hard copy and four CD-Rom copies of the same and access to them online.

## 1.5 Result Reporting

1.5.1 Document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the City as a result of the defect. To accomplish this, the consultant will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

1.5.2 Apply the recorded information to generate a detailed report to the owner which will:

- Estimate the amount of gallons entering the various defects per one inch rain fall
- Estimate the amount of gallons entering the smoked area per one inch rain fall
- Estimate the cost to process the inflow entering the various defects per one inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one inch rain fall
- Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- i. Lift station
- ii. Chimney Sections
- iii. Ring and Cover
- iv. Laterals

AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **HATCH MOTT MacDONALD FLORIDA, LLC**, having its principal place of business at 220 West Garden Street, Suite 700, Pensacola, FL, 32571, hereinafter called "ENGINEER"; and **CITY OF QUINCY**, having offices at 404 W. Jefferson Street, Quincy, FL, 32351 hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to obtain professional civil / environmental consulting engineering (sometimes referred to herein as the "Work"), and

WHEREAS, the CLIENT desires that the ENGINEER be available to undertake such professional engineering services as the CLIENT may order hereunder,

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

- (a) ENGINEER shall provide the professional engineering services of the types described in Exhibit A hereto ("Further Description of Basic Services").
- (b) Written Work Orders specifying the professional engineering services required will be issued hereunder from time to time by the CLIENT and will be mutually agreed by the CLIENT and the ENGINEER. These Work Orders may be in the form annexed hereto as Exhibit A, Attachment 1. However, no particular formality is required for Work Orders and they may take the form of ordinary letters or oral instructions from the CLIENT. All the terms and conditions of this Agreement shall apply to each Work Order as if set forth at length therein.
- (c) ENGINEER is retained as an independent contractor and not as an employee of the CLIENT.
- (d) ENGINEER shall be responsible to CLIENT for ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services and those of its subcontractors, agents and employees. However, ENGINEER shall not be responsible for the negligent acts, errors or omissions of any other persons including but not limited to the agents, employees and contractors of CLIENT.
- (e) **ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.**



## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

General - If authorized in writing by CLIENT and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as indicated in Section 5. The following shall be Additional Services:

- (a) Services resulting from significant changes in the extent of the orders issued by the CLIENT or changes requested by CLIENT.
- (b) Additional or extended services made necessary by prolongation of the services ordered or acceleration of the ENGINEER's progress schedule.
- (c) Services after completion of the Work as ordered by CLIENT.
- (d) Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Work.
- (e) Services normally furnished by CLIENT or other services not otherwise provided for in this Agreement and the Work Orders issued hereunder.

## SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

- (a) Assist ENGINEER by placing at his disposal all available information pertinent to the Work, including previous reports and any other data relative to the Work.
- (b) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- (c) Examine all studies, reports, sketches and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination, within a reasonable time so as not to delay the services of ENGINEER.
- (d) Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and make decisions with respect to the Work.
- (e) Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect or non-conformity in the work of the ENGINEER.

## SECTION 4 - PERIOD OF SERVICE

- (a) The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Work through completion.

(b) If there are material modifications or changes in the extent of the services or in the time of performance of ENGINEER's services, the various rates of compensation and the time of completion of the services shall be equitably adjusted appropriately.

#### SECTION 5 - PAYMENTS TO ENGINEER

(a) CLIENT shall pay ENGINEER for Basic Services rendered on a time and materials basis under ENGINEER's Rate Schedule, attached hereto as Exhibit B.

(b) A not to exceed amount shall be established by mutual agreement for each Work Order.

(c) If at any time the ENGINEER determines that, without the fault of the ENGINEER, the not to exceed amount will not be sufficient to complete the services, he shall give notice of the same to the CLIENT, accompanied by his estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case the Work Order shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the not to exceed amount (in which case the Work Order shall be amended by mutual agreement to set forth the revised scope of work).

(d) CLIENT shall pay ENGINEER for additional Services rendered under Section 2 as follows:

(i) For Additional Services rendered under Section 2 on the basis of ENGINEER's Hourly Rate Schedule in effect at the time the services are rendered, and the actual hours of services rendered by any employees assigned to the Project.

(ii) Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed therefore times a factor of 1.15.

(iii) For Reimbursable Expenses. In addition to payments provided for under Section 5, CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with Additional Services during the project.

(e) ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

(f) If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after the date of the ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1 1/2% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and Reimbursable Expenses.

(g) In the event of a termination under SECTION 6(a) of this Agreement, ENGINEER will be paid for all unpaid Basic Services, Additional Services and unpaid Reimbursable Expenses, to the date of termination.

(h) Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; telephone calls and fax charges; postage and delivery charges; photographic and photo copying expense; and reproduction of reports, drawings, specifications, and other Work-related items as are set forth in the "Expenses" Schedule of Exhibit B. ENGINEER's costs associated with computer usage shall also be a Reimbursable Expense, with ENGINEER to be compensated at his normal billing rates in effect for computer use at the time the usage occurs.

#### SECTION 6 - GENERAL PROVISIONS

(a) Termination - Either the CLIENT or the ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the CLIENT, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party.

(b) Reuse of Documents - All documents prepared and delivered by ENGINEER pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Work or on any other project. CLIENT shall not reuse said documents without the express written consent of ENGINEER. Any such reuse shall be at the sole risk of the CLIENT.

(c) Project Records - As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by ENGINEER. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

(d) Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall remain in the possession of the ENGINEER. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER, provided that the CLIENT has paid the ENGINEER for all the Work. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

(e) Governing Law - This Agreement is to be governed by the laws of the State in which the services are to be performed.

(f) Successors and Assigns - Neither CLIENT nor ENGINEER shall assign this Agreement without the express written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

(g) Estimates of Cost - Since ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, his

opinions of estimated Project cost or construction cost are to be made on the basis of his experience and qualifications and represent his professional judgment as an engineer, but ENGINEER cannot and does not guarantee that such cost will not vary from opinions of estimated cost prepared by him.

(h) The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

#### SECTION 7 - EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- (a) Work Order Form (Exhibit A).
- (b) The ENGINEER's Schedule of Hourly Rates and Expenses (Exhibit B).

#### SECTION 8 - INSURANCE

ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages:

- (a) Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.
- (b) Commercial General Liability Insurance with aggregate annual limits of \$1,000,000.
- (c) Automobile Liability Insurance with aggregate annual limits of \$1,000,000.
- (d) Professional Liability Insurance with aggregate annual limits of \$1,000,000.

#### SECTION 9 - INDEMNIFICATION AND WAIVER

(a) The CLIENT hereby agrees to indemnify and hold harmless ENGINEER and its subcontractors, consultants, agents, officers, directors and employees from and against any and all claims, damages, losses and expenses, whether direct, indirect, or consequential (including but not limited to reasonable attorneys' fees), arising out of, resulting from, or alleged to have arisen out of or to have resulted from, the services or work, or the failure to perform services or work, of ENGINEER, or any claims against ENGINEER arising from the negligence of the ENGINEER, **except for those claims, damages, losses or expenses proximately caused by the gross negligence, sole negligence or willful misconduct of ENGINEER.** It is the intention of the parties that pursuant to this waiver and indemnification provision, the CLIENT shall indemnify ENGINEER to the fullest extent permitted by law for liabilities arising other than from the sole negligence or willful misconduct of ENGINEER. Such indemnification shall also not apply to claims, damages, losses or expenses which are finally determined to result from the fraud, intentional tort, bad faith or criminal misconduct of ENGINEER.

(b) In addition to and not in lieu of the above indemnification, the CLIENT does hereby waive any and all claims against ENGINEER for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability. Both the CLIENT and ENGINEER agree to waive the right to trial by jury and in any legal proceedings relating to this Agreement.

(c) In the event that the indemnification undertakings of the CLIENT, or any part thereof, are determined by a court of competent jurisdiction to be invalid or unenforceable, this waiver shall be considered severable and shall remain in full force and effect.

(d) Notwithstanding anything else to the contrary herein, the liability of ENGINEER under this Agreement (whether by reason of breach of contract, tort or otherwise, including under indemnification provisions, if any) shall be limited to the amount of ENGINEER's fee payable hereunder.

(e) The CLIENT acknowledges that ENGINEER's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of ENGINEER's reliance on the foregoing limitation, indemnification and waiver undertakings of the CLIENT.

#### SECTION 10 - DISPUTE RESOLUTION

CLIENT and ENGINEER agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to binding alternative dispute resolution proceedings to be conducted before ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by CLIENT and ENGINEER.

#### SECTION 11 - HEALTH AND SAFETY

CLIENT shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to ENGINEER's Injury, Illness and Prevention Program or applicable guidance which may be provided by ENGINEER, and all other applicable rules, regulations and guidance required by ENGINEER, Client or applicable government agencies relating to the Work. CLIENT is solely responsible for establishing and enforcing any additional requirements that CLIENT deems necessary to protect its employees, ENGINEER's employees, and any other persons entering the site for purposes relating to CLIENT'S operations.

#### SECTION 12 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the Work Order expressly provide that the terms of the Work Order are to prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

CITY OF QUINCY

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

ATTEST:

HATCH MOTT MacDONALD FLORIDA,  
LLC

\_\_\_\_\_

By \_\_\_\_\_

David Skipper, PE  
Vice President

EXHIBIT A

FURTHER DESCRIPTION OF BASIC SERVICES

This is Exhibit A, attached to, made a part of and incorporated by reference into the Agreement for Professional Engineering Services. The Basic Services of ENGINEER as described in Section 1 of the Agreement are supplemented as indicated below.

A form of Work Order is attached hereto as Exhibit A, Attachment A-1.

**HATCH MOTT MACDONALD**  
**2016 Hourly Rate Schedule**

	<b><u>Per Hour*</u></b>
Principal.....	\$250.00
Principal Project Manager / Principal Architect / Principal Engineer / Principal Landscape Architect.....	\$225.00
Sr. Project Engineer / Sr. Project Architect / Sr. Project Manager / Sr. Landscape Architect .....	\$175.00
Project Manager .....	\$135.00
Project Engineer.....	\$125.00
Project Architect .....	\$125.00
Engineer III/IV / Architect III/IV.....	\$100.00
Engineer I/II / Architect I/II .....	\$80.00
Sr. Specialist .....	\$125.00
Specialist V/ Designer V.....	\$110.00
Specialist IV/Designer IV .....	\$95.00
Specialist III /Designer III.....	\$80.00
Technician II .....	\$60.00
Technician I .....	\$50.00
Inspector V.....	\$90.00
Inspector IV .....	\$85.00
Inspector III.....	\$70.00
Inspector II/Specialist II.....	\$65.00
Inspector I/Specialist I .....	\$45.00
Senior Surveyor .....	\$120.00
Surveyor V.....	\$110.00
Surveyor IV.....	\$95.00
Surveyor III .....	\$70.00
Surveyor II .....	\$50.00
Surveyor I .....	\$45.00
Administrative Assistant III & IV .....	\$65.00
Administrative Assistant I & II.....	\$45.00
1 – Person with robotic equipment .....	\$95.00
2 – Person Survey Crew.....	\$130.00
3 – Person Survey Crew.....	\$170.00
4 – Person Survey Crew.....	\$215.00

**Notes**

- \* Hourly rates for special consultations and services in conjunction with litigation are available on request.
- \* Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.
- \* Rates for additional personnel can be provided upon request.

**EXPENSES**

Mileage @ IRS Rate	
All Other Direct Cost .....	Direct + 10%

Invoices are payable within 30 days of invoice date.  
Delinquent bills are subject to finance charges per our contract.  
The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.  
Effective February 2, 2015



**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: March 8, 2016

Date Submitted: March 4, 2016

To: Honorable Mayor and Members of the City Commission

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

Subject: City of Quincy Retirement Savings Plan  
IRS Pension Plan Correction Review  
Authorization to retain Lowell Walters, Esq.

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**STATEMENT OF ISSUE:**

The City of Quincy operates a Retirement Savings Plan (“Employee Retirement Plan”) which applies to City regular employees (other than police and firefighters) The Employee Retirement Plan is required to be periodically updated to comply with changes to Federal law. Compliance with applicable portions of the Internal Revenue Code is required in order to maintain the tax deferred status of the plan and to avoid penalties on the part of the City. The Employee Retirement Plan has been amended by the City from time to time in an effort to maintain compliance. The City Manager recently hired Lowell Walters, Esq., with the law firm of Gray Robinson, a recognized authority in the area of Federal retirement plan tax law compliance, to review the Retirement Savings Plan and make recommendations for remedial compliance amendments. A briefing concerning this matter was provided by the City Manager at the November 24, 2015, meeting of the City Commission. The retainer agreement was signed on December 8, 2016. The matter was also discussed by the City Attorney at the January 26, 2016, meeting of the City Commission as an ongoing issue on which action would need to be taken.

Mr. Walters completed his review and made certain recommendations to the City by letter dated January 28, 2016, as supplemented by letter dated February 9, 2016. (“Attachments A and B”). Mr. Walters has concluded that the City has missed certain amendment deadlines and is technically out of compliance with Federal law. Those amendments must be prepared and adopted by the City Commission in order to comply

with federal law requirements. Mr. Lowell has offered to prepare those amendments for the City with input from City staff responsible for plan operations.

As was explained in our recent memorandum regarding the Police and Firefighter Pension Plan, the Internal Revenue Service (IRS) has a correction program commonly known as the Voluntary Correction Program (within the Employee Plans Compliance Resolution System) by which pension plans with late adopted amendments may be submitted and formally reviewed. Participating in this program would correct plan deficiencies which the IRS would currently consider to be a "plan document failure." Mr. Walters has recommended that, after adopting the corrective amendments, the City participate in the IRS Voluntary Correction Program regarding the Employee Retirement Plan.

The cost of participation in the IRS Voluntary Correction Program will include both the application fee and the attorney's fees. As explained by Mr. Walters, the application fee depends on the number of plan participants and is \$1,500.00 for plans with between 51 and 100 participants, and \$5,000.00 for plans with between 101 and 1000 participants. As further explained, attorney's fees are estimated to be not more than \$10,000.00 to (1) communicate with plan administrative personnel, (2) prepare amendments for adoption by the City Commission; (3) after adoption of the amendments, prepare and submit the Voluntary Correction Program application and (4) address IRS questions. These fees do not include addressing any plan operational issues that, at the current time, are not known to exist. These are estimates only, but Mr. Walters has committed to discussing and addressing/reducing those fees over \$10,000.00 that the City considers unjustified.

### **CONCLUSION:**

As to the City Retirement Savings Plan, it is very important for the City to achieve and maintain compliance with applicable portions of the Internal Revenue Code in order to maintain the tax deferred status of the plan and to avoid penalties on the part of the City. It is recommended that Mr. Walters be retained to perform those legal services outlined above in order to assist the City in achieving Retirement Savings Plan compliance with Internal Revenue Code Requirements.

### **OPTIONS:**

Option 1:

With regard to the City Retirement Savings Plan, I move that the City approve retaining Mr. Lowell Walters, Esq., to, (1) communicate with plan administrative personnel, (2) prepare corrective amendments for adoption by the City Commission; (3) after adoption of the amendments, prepare and submit an IRS Voluntary Correction Program application and (4)

address IRS questions, as consistent with the terms of his proposal dated January 28, 2016, as supplemented by letter dated February 9, 2016.

Option 2:

Do not retain Mr. Walters to provide the City with services relating to the IRS compliance of the City Retirement Savings Plan.

**STAFF RECOMMENDATION:**

Option 1.

**Attachments:**

A: Letter from Lowell Walters, Esq. to City of Quincy dated January 28, 2016, Re: *Plan Compliance Review City of Quincy Retirement Savings Plan*, File No. 373540-2.

B: Letter from Lowell Walters, Esq. to City of Quincy dated February 9, 2016, Re: *Updated Plan Compliance Review City of Quincy Retirement Savings Plan*, File No. 373540-2.

813-273-5276

LOWELL.WALTERS@GRAY-ROBINSON.COM

January 28, 2016

**VIA E-MAIL ONLY**

City of Quincy  
c/o Scott Shirley, Esq.  
Ard, Shirley & Rudolph, PA  
207 West Park Avenue  
Suite B  
Tallahassee, FL 32301

Re: ***Plan Compliance Review  
City of Quincy Retirement Savings Plan  
File No. 373540-2***

Dear Scott:

Pursuant to authorization from the City of Quincy ("City"), we reviewed the City of Quincy Retirement Savings Plan ("Plan") to assess its compliance with applicable federal law. **The Plan is not in compliance with federal law because of failures to timely-adopt required amendments, and we recommend submitting the Plan to the Internal Revenue Service ("IRS") for correction through the Voluntary Correction Program within the Employee Plans Compliance Resolution System operated by the IRS. .<sup>1</sup>**

**IRS CORRECTION**

The IRS "Voluntary Correction Program" is a program developed by the IRS to promote retirement plan correction. It allows plan sponsors and plan administrators who become aware of certain errors in retirement plan operations and documentation to submit an explanation of the error and the proposed correction to the IRS, along with an application fee that varies based on the error or the number of retirement plan participants. In exchange, if the IRS approves the corrective measures, it will issue a written approval of the correction and an affirmation that the IRS will not impose further penalties relating to the corrected errors.

Ultimately, participating in the Voluntary Compliance Program is optional, but proper maintenance of a retirement plan document, including timely-adoption of amendments, is required in order to qualify for the tax benefits (such as delayed income taxation and the elimination of employment taxation) afforded retirement plans.

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<sup>1</sup> In order to use this program, the application must be submitted before notice of an IRS audit.

Pension Board  
January 28, 2016  
Page 2

## PAST DUE AMENDMENTS

The City was unable to provide us with copies of the actual, executed ordinances. It is the City's responsibility to maintain these ordinances as proof that the Plan was actually adopted and that prior required amendments were timely-adopted. If the IRS audited the Plan, it would ask for executed copies of the various ordinances establishing and amending the Plan, and if the City is unable to provide those, the IRS could take the position that the Plan was never valid under Internal Revenue Code ("IRC") requirements, in which event each employer contribution would potentially trigger failures to withhold and remit income and employment taxes.

Upon review of the Plan from the "municode" website, we were able to determine that the Plan was not amended for any IRS-required amendments since 2006. This includes amendments to describe what happens with participants on military leave (as required by the Heroes Earnings Assistance and Relief Tax Act of 2008); amendments to describe how the Plan addresses compensation paid after termination of employment (as required under the Treasury Regulations issued under Internal Revenue Code § 415); and, the allowance of rollovers to Roth IRAs and non-spouse beneficiary rollovers (required by the Pension Protection Act of 2006).

In addition, parts of two provisions in the Plan raise concerns because they are vague. Contributions are based on "base pay," but it is not clear if this refers to salaries, compensation reflected on the W-2, excluding overtime and other payments, or something else. We recommend clarifying this provision when the Plan is updated to for the above-listed items. The distribution provisions are also vague. They indicate that distributions "shall" be made to participants as soon as possible after termination of employment. If the Plan operates as if the word "shall" meant "shall, if requested by the participant," then the Plan is operating in compliance with the law and we recommend clarifying the provision accordingly. If that is not how the Plan operates, then our concerns are as follows:

- The Plan may not generally require former employees with account balances exceeding \$5,000 to take a distribution from the Plan.
- If the Plan requires former employees with account balances below \$5,000 to take a distribution, it must provide for those amounts to be rolled over into an IRA unless the participant elects otherwise or the account balance is below \$1,000.

Our current recommendation is that we speak with someone who knows how the Plan operates in order to assess whether the Plan is operating in accordance with IRC requirements, and what amendments are appropriate.

We have concerns with other provisions, such as the provisions restricting contributions to within the confines of IRC § 415 (see Plan section 54-91(f)) that do not properly reference the correction of errors, and the failure to express that the Plan is a governmental plan in accordance with Internal Revenue Code § 414(d). These are not necessarily issues for which we would

Pension Board  
January 28, 2016  
Page 3

recommend formal correction through submission to the IRS if they were the only errors, but we recommend updated the wording of the Plan, in general, as part of the overall correction.

### **RECOMMENDED COURSE OF ACTION**

The City should authorize us to speak with individuals familiar with the Plan's operations, and to prepare amendments necessary to bring the Plan into compliance with the law and to reflect operations.

Since failing to timely adopt amendments is treated as a "plan document failure" that could result in a loss of beneficial tax treatment, we also recommend submitting the Plan to the IRS' Voluntary Compliance Program. Upon payment of the application fee and adoption of the required amendments, the City will no longer have any liability to the IRS for the late-adopted amendments or failures to properly withhold and remit taxes. Otherwise, if the Plan is ever audited or submitted to the IRS favorable determination letter program without correcting the errors, an IRS agent could take the position that as of the date the Plan document failed to comply with the IRC, it was not entitled to beneficial tax treatment, meaning that to the extent employees were vested in Plan assets, income and employment taxes should have been withheld and remitted to the IRS on those amounts. We sincerely doubt that any IRS agent would take such an extreme position, but if the City is unable to provide any copies of the original, executed ordinances, then it has no evidence that it ever properly-adopted a retirement plan, making it more likely that the IRS would impose a significant penalty that approaches the amount of taxes that would have been due if every dollar contributed to the Plan since its inception was taxable upon vesting.

### **COST ESTIMATION**

The application fee for the Voluntary Compliance Program for the failures we noted above would be based solely on the number of Plan participants. If we become aware of any other failures, including failures to properly operate the Plan, such as by making improper distributions or errors in eligibility, those could also be corrected without an additional application fee. The IRS will not impose additional penalties, but there may be costs associated with the correction. For example, if the IRS wants a provision to be reworded, we will revise that wording and charge for our time, accordingly. Similarly, if it is determined that due to certain operational errors, certain participants should receive additional amounts, the City will need to pay those amounts into the Plan.

At the time of writing this correspondence, we are not aware of the number Plan participants (which number would include, both active employees who accrue benefits in the Plan and former employees who are still owed benefits under the Plan), but if there are between 51 and 100 participants, the application fee will be \$1,500. If there are more than 100 participants, but no more than 1,000 participants, the application fee will be \$5,000. **We strongly recommend participating in this program.**

Pension Board  
January 28, 2016  
Page 4

Although we can predict the IRS application fee, we cannot predict our fees because it is based on the amount of work needed and we cannot know how long the conversations with City personnel will take to understand Plan operations, or how complex the amendments may need to be in order for the Plan to be in compliance with applicable law and Plan operations. From our general experience, **we would be surprised if our fees for communicating with City personnel, drafting amendments, and preparing the IRS correction application would exceed \$10,000**, but that assumes that we do not uncover any errors in Plan operations. Also, we can never predict what questions the IRS has after we submit the application, but if the City is unable to provide executed copies of its prior amendments and initial adoption of the Plan, the IRS is likely to have numerous questions.

Regardless of the additional errors we correct or IRS questions we address, we agree that our fees will be reasonable. Since we understand that it is difficult to authorize services when total fees are unpredictable (which is, unfortunately, our situation because the amount of work necessary is unpredictable), but that failing to correct the Plan could risk hundreds of thousands of dollars in liabilities, we are willing to share in the City's risk and "guarantee" that our fees are reasonable by offering that to the extent our legal fees exceed \$10,000, **if the City Attorney does not believe our fees reasonably reflect the services performed and the benefits obtained for the City, we will reduce our fees accordingly**. Of course, if at any time, we or the City becomes unhappy, the City can prospectively withdraw its authorization for us to proceed and we can prospectively withdraw from providing services.

### CONCLUSION

Pursuant to the above, we recommend that the Plan be amended as necessary to reflect current operations and to comply with federal law. Since those amendments, alone, would not be a full correction under IRS procedures, we recommend submission to the IRS correction program described above.

\* \* \* \* \*

We welcome and would appreciate the opportunity to respond to any questions or concerns you may have, and to represent the City in making the IRS application described above. Thank you.

Sincerely,



\_\_\_\_\_  
Lowell J. Walters

cc: Sylvia Hicks, City Clerk  
Helene Ritchey, GR Paralegal

813-273-5276

LOWELL.WALTERS@GRAY-ROBINSON.COM

February 9, 2016

**VIA E-MAIL ONLY**

City of Quincy  
c/o Scott Shirley, Esq.  
Ard, Shirley & Rudolph, PA  
207 West Park Avenue  
Suite B  
Tallahassee, FL 32301

Re: ***Updated Plan Compliance Review  
City of Quincy Retirement Savings Plan  
File No. 373540-2***

Dear Scott:

This correspondence updates our initial letter, dated January 28, 2016, following our review of the City of Quincy ("City") Retirement Savings Plan ("Plan") to assess its compliance with applicable federal law. We concluded that the Plan was not in compliance with federal law because of failures to timely-adopt required amendments, and recommended submitting the Plan to the Internal Revenue Service ("IRS") for correction through the Voluntary Correction Program within the Employee Plans Compliance Resolution System operated by the IRS<sup>1</sup> after we assess whether the failure to have a proper document resulted in operational failures. We also explained that since we were not provided with copies of executed amendments, we were unable to assess whether (i) federal requirements prior to 2006 were timely-met and (ii) the IRS would honor the position that the Plan was properly adopted.

On January 29, 2016, we received copies of three pre-2006 amendments. This correspondence focuses on whether our conclusions changed since reviewing the older amendments, and assumes that the reader of this correspondence read and understands our prior correspondence. Sections of our prior correspondence that have not changed are omitted from this analysis.

**PRIOR CONCLUSIONS REVISITED**

We drew three conclusions in our last correspondence. Following is how the older amendments provided affect those conclusions.

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<sup>1</sup> In order to use this program, the application must be submitted before notice of an IRS audit.



Pension Board  
February 9, 2016  
Page 2

**PRIOR CONCLUSION 1:** The Plan missed amendment deadlines and is out of compliance with federal law.

**CURRENT CONCLUSION 1:** The older ordinances do not change our conclusion that the Plan missed recent amendment deadlines. With respect to older deadlines, there is a practical manner of proceeding that (i) is less time-consuming (which also means “less costly”) and (ii) provides greater assurance of compliance, and that is how we recommend proceeding.

Since the IRS has final authority over whether Plan language complies with Internal Revenue Code (“IRC”) requirements, when we assess Plan language and amendments, we can determine what portion of the Plan or amendment was intended to comply with a certain portion of the IRC, but we can only offer educated opinions on whether the IRS would find that language to be acceptable. However, when a retirement plan enters the IRS correction program to correct missed amendments, not only does the process conclude with the IRS’ agreement to treat the retirement plan as if it was timely-amended, but the retirement plan gains certainty that its language is acceptable. Therefore, rather than taking additional time to assess whether the older amendments complied with the timeliness and content requirements of federal law, we recommend simply requesting approval of those provisions through the correction program that we are recommending anyway.

We reviewed our cost estimation and addressing prior provisions in this manner does not change that estimate.

If the City does not approve our correcting Plan errors through the IRS correction program, our failure to review those prior amendments would leave the City with some potential unknown liabilities; however, if the City is not going to approve using the IRS correction process, we would question the logic of authorizing us to investigate errors that may have occurred long ago.

**PRIOR CONCLUSION 2:** The lack of copies of executed prior amendments puts the Plan at risk that the IRS might take the position that the Plan was never properly-adopted

**CURRENT CONCLUSION 2:** This is no longer a concern, as Ordinance 773, executed on April 9, 1991, clearly established the Plan, effective May 1, 1991.

**PRIOR CONCLUSION 3:** We should speak with individuals familiar with the Plan’s operations to assess whether the failures to timely update the Plan document resulted in operational errors.

**CURRENT CONCLUSION 3:** Our conclusions have not changed with respect to recent federal requirements for which the Plan document is delinquent. With respect to pre-2006 operations, we expect that the ability to know how the Plan operated is more limited, but we recommend discussing overall Plan operations to confirm compliance with the provisions of the Plan that were adopted.

Pension Board  
February 9, 2016  
Page 3

## CONCLUSION


Pursuant to the above, our current recommendation is for us to communicate with City personnel in order to assess whether operational errors occurred, and then utilize the IRS correction process so that any operational errors are corrected and the Plan is treated as having timely-adopted properly-worded amendments since its inception.

From our general experience, we would be surprised if our fees for communicating with City personnel, drafting amendments, and preparing the IRS correction application would exceed \$10,000, but that assumes that we do not uncover any errors in Plan operations. Since we understand that it is difficult to authorize services when total fees are unpredictable (which is, unfortunately, our situation because the amount of work necessary is unpredictable), but that failing to correct the Plan could risk hundreds of thousands of dollars in liabilities, we are willing to share in the City's risk and "guarantee" that our fees are reasonable by offering that to the extent our legal fees (excluding the application fee charged by the IRS) exceed \$10,000, if the City Attorney does not believe our fees reasonably reflect the services performed and the benefits obtained for the City, we will reduce our fees accordingly. Of course, if at any time, we or the City becomes unhappy, the City can prospectively withdraw its authorization for us to proceed and we can prospectively withdraw from providing services.

\* \* \* \* \*

We welcome and would appreciate the opportunity to respond to any questions or concerns you may have, and to represent the City in making the IRS application described above. Thank you.

Sincerely,

  
\_\_\_\_\_  
Lowell J. Walters

cc: Sylvia Hicks, City Clerk  
Helene Ritchey, GR Paralegal

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

**MEETING DATE:** March 8, 2016

**DATE OF REQUEST:** March 3, 2016

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

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

**SUBJECT:** Proposed 2016 CBDG Grant Application Public Hearing

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**Statement of Issue:**

The purpose of this agenda item is to inform the City Commission that this year, the City of Quincy is considering applying to the Florida Department of Economic Opportunity for a FFY 2016 Small Cities Community Development Block Grant (CBDG). The aim of the City this year is to seek money for infrastructure improvement (particularly with respect to the City's water and wastewater systems). Some of the projects under consideration are: water tank repair, State Road 12 water extension, and replacement of old water lines in the Key and 4<sup>th</sup> Street area which would improve fire protection also. The particular projects that will be included in the application have not been established as they are still under consideration by the Community Advisory Task Force meeting on March 7, 2016.

**Background:**

The City of Quincy is eligible to apply for up to \$750,000 in the neighborhood revitalization, and commercial revitalization and up to \$1.5 million in the economic development category. The primary objective of these funds is to improve the economic situation of low and moderate incomes families. The types of activities that CDBG funds may be used for, according to the federal government, includes constructing stormwater ponds, paving roads and sidewalks, installing sewer and water lines, building a community center or park, and making improvements to a sewage treatment plant.

Notice of the public hearing today was advertised in the Gadsden County Times of March 3, 2016, and it also includes a Fair Housing Workshop meeting as required by the state.

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: March 8, 2016

Date Submitted: March 4, 2016

To: Honorable Mayor and Members of the Commission

From: Mike Wade, City Manager  
Reggie Bell, Public Works Director

Subject: Report on Shelfer Street Drainage Ditch

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In July 2014 staff prepared an agenda item listing various options for the Shelfer St. drainage basin (see attachment). At that time there was concern of some light erosion that appeared to be occurring at the end of the box culvert at Shelfer and Hamilton Street. To stabilize the area the Public Works Department installed concrete rip rap and a concrete pad around the area immediate to the outfall structure. At this time the repair seems to be holding up well and there does not appear to be any additional erosion occurring. Staff can provide updated budget numbers for the various options that were previously looked at if the Commission so desires.

**Attachments:**

- July 22, 2014 Agenda item

**City of Quincy  
City Commission  
Agenda Request**

**INFORMATION ONLY**

Date of Meeting: July 22, 2014

Date Submitted: July 18, 2014

To: Honorable Mayor and Members of the Commission

From: Mike Wade, Interim City Manager  
Reggie Bell, Interim Public Works Director

Subject: Shelfer Street Drainage Ditch

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**Issue:**

The city maintains an open ditch storm water outfall system located at the intersection of Hamilton Street and South Shelfer Street. Two property owners adjacent to the open ditch have requested that the city install drainage pipe and cover the open ditch.

**Background:**

Storm water is conveyed from the area along South Shelfer Street and discharges into an open ditch on the southern right of way of the intersection of Hamilton Street and Shelfer Street. The ditch then runs south for over 1000 feet to an outfall point. In April 1989 the property owner and the City of Quincy entered into an agreement whereas the property owner granted the city a perpetual storm water drainage outfall ditch easement for the purpose of maintaining, repairing, reconstructing, using and operating the existing storm water drainage outfall ditch. City crews periodically cut the vegetation on the slopes and perform maintenance on the ditch. Two property owners that are adjacent to the ditch and are relatives of the original party of the agreement have approached the city on a number of occasions requesting that pipes be installed in the ditch and the ditch be covered up with fill material.

**Analysis:**

Staff reviewed several options in response to the property owners' request. The options include continuing to maintain the ditch as it is currently maintained, installing a four foot high chain-link fence, or installing pipe in the ditch. Three different pipe types were reviewed in an effort to determine the most economically feasible solution. All of the piping solutions were expensive and appear to be cost prohibitive at this time. This work was not budgeted in the current fiscal year.

**Options:**

The following options were evaluated:

1. Install approximately 1150 lineal feet of 4 foot high chain-link fence. Estimated cost is \$20,000.
2. Install approximately 575 lineal feet of bituminous coated corrugated metal pipe. This type of pipe is generally expected to last 30 – 40 years. Estimated cost is \$130,000
3. Install ADS plastic pipe for a distance of approximately 575 feet. Because of size limits on this type of pipe it would require two side by side runs of 575 feet each for a total of 1150 feet of pipe. Estimated cost is \$200,000.
4. Install approximately 575 lineal feet of 4' x 8' concrete box culvert. This matches the type of structure that is currently in place at Hamilton Street but this is the most costly solution. Estimated cost is \$240,000.
5. Continue to maintain the ditch in the same manner as is currently performed. There is no additional cost.

**Recommendation:**

Staff recommendation is to fund option 1 in the FY 14-15 budget.

**Attachments:**

- Easement Agreement
- Property Location
- Picture of Ditch
- Estimates

INFORMATION ONLY

357/482

A G R E E M E N T

THIS INDENTURE made this 12<sup>th</sup> day of APRIL, A.D. 1989, by and between JOHN SMART and his wife, MARY SMART, of 1839 HAMILTON STREET, Quincy, Florida 32351, parties of the FIRST PART, and the CITY OF QUINCY, a municipal corporation organized and existing under the laws of the State of Florida and located in Gadsden County, Florida, of P. O. Box 1619, Quincy, Florida 32351, party of the SECOND PART.

W I T N E S S E T H :

That the said parties of the FIRST PART, for a valuable consideration, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the SECOND PART, its successors and assigns forever, a perpetual storm water drainage outfall ditch easement upon, over, above, through and across the following described lands in the City of Quincy, County of Gadsden and State of Florida, to-wit:

The West half of the Southeast Quarter of the Northeast Quarter of Section 14, Township 2 North, Range 4 West.

ALSO:

The West third of the Southwest Quarter of the Northeast Quarter of Section 14, Township 2 North, Range 4 West. All of the above recorded in Deed Book "PPP" pg. 534, public records of Gadsden County, Florida.

ALSO:

Begin 660 feet South of the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section 14, Township 2 North, Range 4 West and thence run South 578 feet, thence run West 376.2 feet, thence run North 443 feet, thence run East 335 feet, thence run North 135 feet, thence run East 41.2 feet back to P.O.B. Deed recorded in Official Records "42" P. 232, Public Records of Gadsden County.

for the purpose of maintaining, repairing, reconstructing, using and operating, upon, under, over, above, through and across same, the existing storm water drainage outfall ditch with the necessary appurtenances and access thereto and for the purpose of doing any and all matters and things that are legal and lawful and that may be reasonably necessary in connection with the maintaining, repairing, reconstructing, using and operating of said existing storm water drainage outfall ditch; Provided however, that the said party of the SECOND PART agrees to keep the spillway open and flowing at the

DOCUMENTARY STAMP TAX PAID 55¢ DATE 4-17-89  
NICHOLAS THOMAS, CLERK OF CIRCUIT COURT  
GADSDEN COUNTY, FLORIDA  
BY Peggy Patricia D.C.

This instrument prepared by:  
ALEXANDER L. HINSON, Lawyer  
P. O. Box 550  
121 N. Madison  
Quincy, Florida 32351

South end of said outfall ditch at the request of the said parties of the FIRST PART and the said party of the SECOND PART joins in the execution of this agreement expressly for the purpose of accepting and covenanting this term and condition.

INFORMATION ONLY

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed and sealed the date first above written.

Signed and sealed in the presence of:

Sterling George  
Jerry Jackson

John Smart (SEAL)  
JOHN SMART

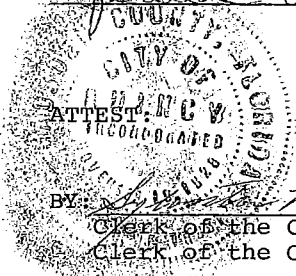
Mary Smart (SEAL)  
MARY SMART

Parties of the FIRST PART

Gloria Jacobs  
James William

CITY OF QUINCY, FLORIDA

BY: Melvin V Barber  
Presiding Officer of the City Commission of the City of Quincy, Florida



Party of the SECOND PART  
8902839

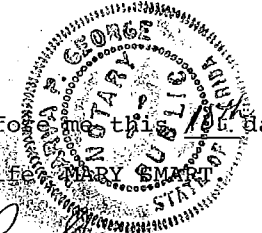
357 482-483

BY: Nicholas Thomas Woodward  
Clerk of the City of Quincy and  
Clerk of the City Commission, thereof

REC. NICHOLAS THOMAS, CLERK  
GADSDEN CO., FLORIDA

STATE OF FLORIDA  
COUNTY OF GADSDEN

'89 APR 17 PM 3 01



The foregoing instrument was acknowledged before me and this 17th day of April, A.D. 1989, by JOHN SMART and his wife MARY SMART

FILED, RECORDED AND RECORD VERIFIED  
NICHOLAS THOMAS, CLERK/CIR. CRT  
GADSDEN COUNTY, FLA.  
BY: Nicholas Thomas Woodward

George P. George  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF GADSDEN

Notary Public  
State of Florida at Large  
My Commission Expires Nov 3 1991

The foregoing instrument was acknowledged before me this 17th day of April, A.D. 1989, by MELVIN V BARBER and SYLVESTER WOODWARD, the Presiding Officer and Clerk, respectively, of the City Commission of the CITY OF QUINCY, a Florida municipal corporation, on behalf of said corporation.

Sylvester Woodward  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 16, 1989



2 LARGE PARCELS  
 PER D.B. PPP/534

SEC. COR.



Gadsden County Property Appraiser	
Parcel: undefined Acres:	
Name:	Land Value
Site:	Building Value
Sale:	Misc Value
Mail:	Just Value
	Assessed Value
	Exempt Value
	Taxable Value

INFORMATION ONLY



The Gadsden County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GADSDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 07/18/14 : 09:27:46



<b>Budgetary Estimate-Utility Department</b>
<b>Project Title:Shelfer St. Ditch</b>
<b>Date Submitted: 1/7/14</b>
<b>Produced By: Mo Cox</b>

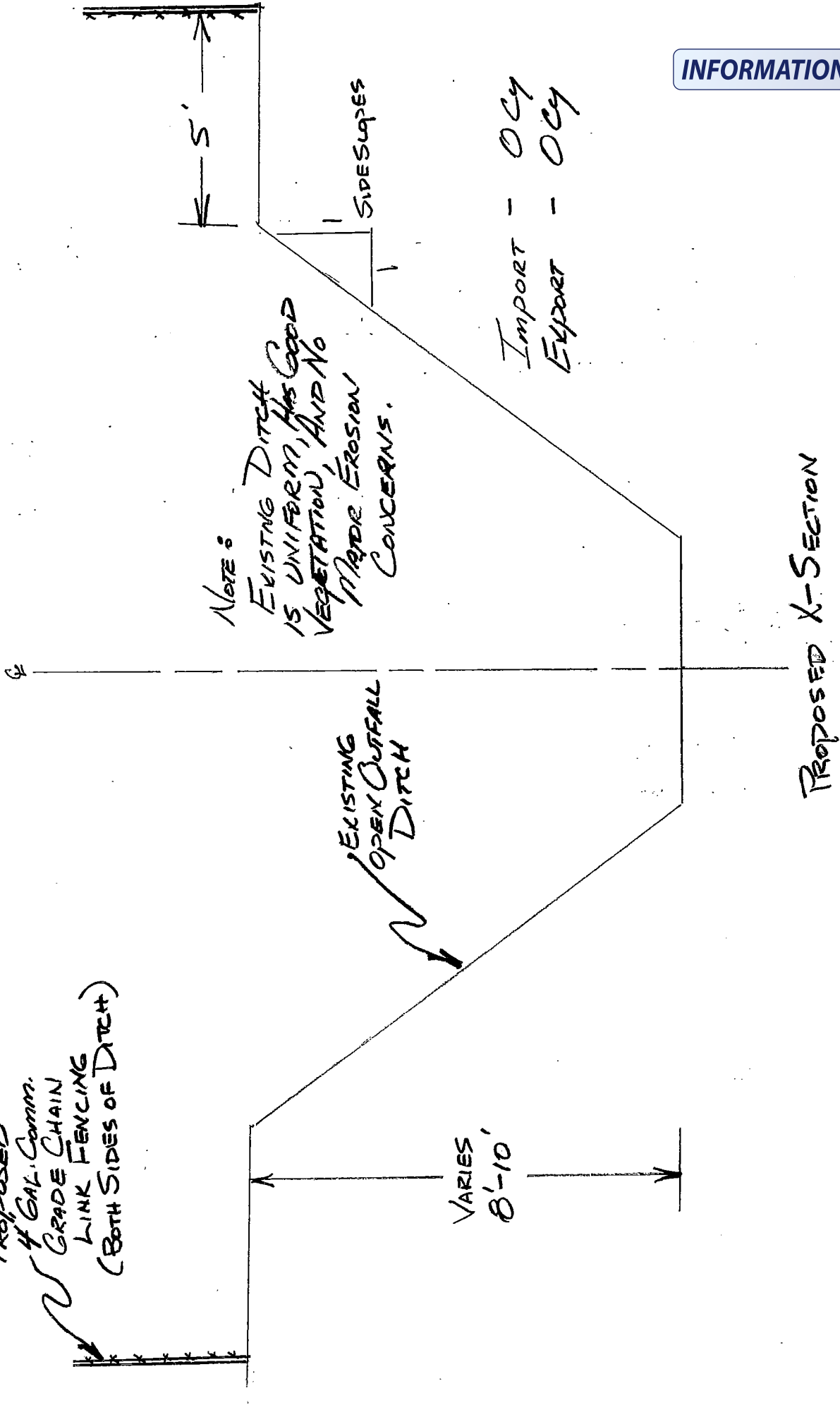
**Notes/Exclusions: Option #1 - Fencing the Ditch**  
 This project resarch is being performed at the request of the neighborhood. Funding for this project has yet to be determined. City will perform all work with the exception of the fence installation. (Private Contractor)

Item	Description	Quantity	Unit	Unit Cost	Ext. Cost
1	Mobilization	1.00	LS	\$ 1,500.00	\$ 1,500.00
2	Survey (Utilities)	1.00	LS	\$ -	\$ -
3	Construct Energy Dissipator (PW)	400.00	SF	\$ 16.00	\$ 6,400.00
4	4' Com. Grade Chain Link Fence w/Bracing	1150.00	LF	\$ 9.50	\$ 10,925.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>Totals</b>					<b>\$ 18,825.00</b>

ILLUSTRATION # 1  
FENCING ESTIMATE

INFORMATION ONLY

PROPOSED  
4 GAL. CORRUGATED  
GRADE CHAIN  
LINK FENCING  
(BOTH SIDES OF DITCH)



NOTE:  
EXISTING DITCH  
IS UNIFORM, HAS GOOD  
VEGETATION, AND NO  
MAJOR EROSION  
CONCERNS.

Import - 0cy  
Export - 0cy

PROPOSED X-SECTION

<b>Budgetary Estimate-Utility Department</b>
<b>Project Title:Shelfer St. Ditch</b>
<b>Date Submitted: 1/7/14</b>
<b>Produced By: Mo Cox</b>

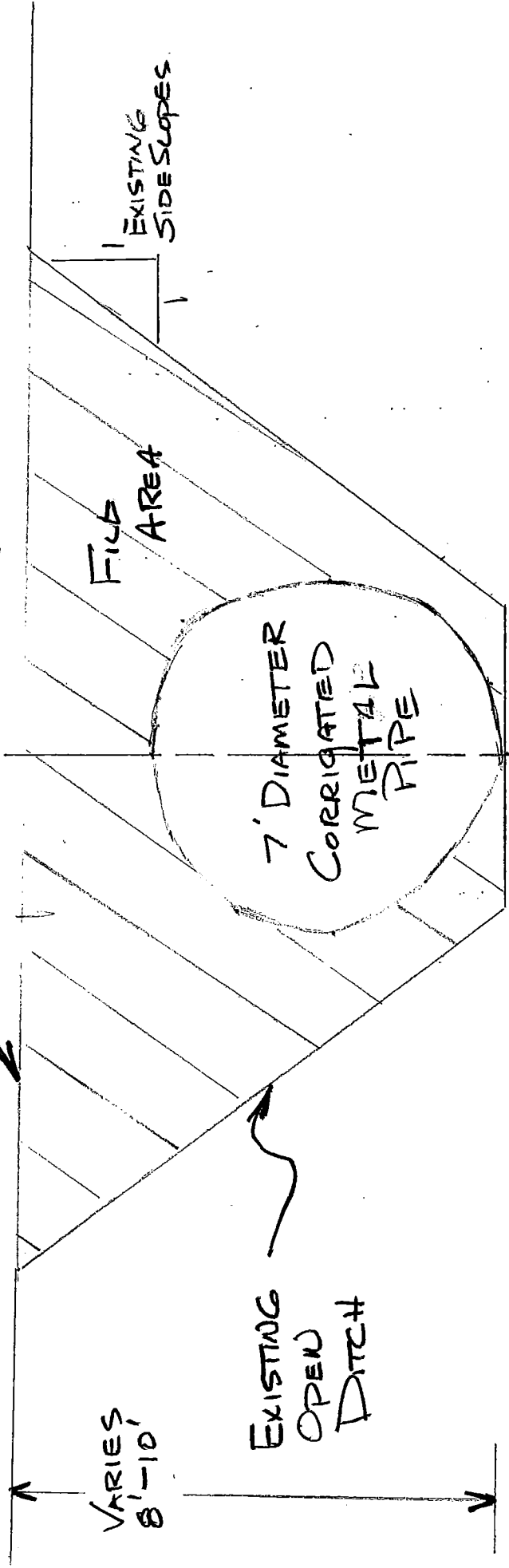
**Notes/Exclusions: Option #2 - CMP Piping**  
 This project resarch is being performed at the request of the neighborhood. Funding for this project has yet to be determined. Labor and equipment used in this project will be both City and County forces. If privately bid out, anticipate increases in over cost reflected in this estimate.

Item	Description	Quantity	Unit	Unit Cost	Ext. Cost
1	Mobilization	1.00	LS	\$ 1,500.00	\$ 1,500.00
2	Survey (Utilities)	1.00	LS	\$ -	\$ -
3	Construction Easement	1.00	LS	\$ 300.00	\$ 300.00
4	Demolition	1.00	LS	\$ 3,000.00	\$ 3,000.00
5	6x10 Junction Box	1.00	EA	\$ 9,000.00	\$ 9,000.00
6	7' CMP w/Bituminous Coated	575.00	LF	\$ 140.00	\$ 80,500.00
7	7' CMP Bands	23.00	EA	\$ 215.00	\$ 4,945.00
8	Import (Fill)	2172.00	CY	\$ 7.30	\$ 15,855.60
9	7' MES	1.00	EA	\$ 2,500.00	\$ 2,500.00
10	Reclaimate Construction Easement	1.00	LS	\$ 7,500.00	\$ 7,500.00
11	Sod	20000.00	SF	\$ 0.23	\$ 4,600.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>Totals</b>					<b>\$ 129,700.60</b>

14

ILLUSTRATION #2  
 CMP PIPING  
 ESTIMATE

$$\begin{aligned}
 \text{Export} &= 0 \text{ Cy} \\
 \text{Import} &= \frac{(6 \times 9) \times (15) \times [(4608 - 144)] \times 575}{27} \\
 5040 &= \frac{(117 - 32) \times 575}{27} \\
 &= 2172 \text{ Cy}
 \end{aligned}$$



INFORMATION ONLY

PROPOSED X-SECTION

<b>Budgetary Estimate-Utility Department</b>
<b>Project Title:Shelfer St. Ditch</b>
<b>Date Submitted: 1/7/14</b>
<b>Produced By: Mo Cox</b>

**Notes/Exclusions: Option #3 - ADS Piping**

This project resarch is being performed at the request of the neighborhood. Funding for this project has yet to be determined. Labor and equipment used in this project will be both City and County forces. If privately bid out, anticipate increases in over cost reflected in this estimate.

Item	Description	Quantity	Unit	Unit Cost	Ext. Cost
1	Mobilization	1.00	LS	\$ 1,500.00	\$ 1,500.00
2	Survey (Utilities)	1.00	LS	\$ -	\$ -
3	Construction Easement	1.00	LS	\$ 300.00	\$ 300.00
4	Demolition	1.00	LS	\$ 3,000.00	\$ 3,000.00
5	6x10 Junction Box	1.00	EA	\$ 9,000.00	\$ 9,000.00
6	DBL. 60" ADS	1150.00	LF	\$ 135.00	\$ 155,250.00
7	7' CMP Bands	0.00	EA	\$ 215.00	\$ -
8	Import (Fill)	2022.00	CY	\$ 7.30	\$ 14,760.60
9	DBL 5' MES	2.00	EA	\$ 1,250.00	\$ 2,500.00
10	Reclaimate Construction Easement	1.00	LS	\$ 7,500.00	\$ 7,500.00
11	Sod	20000.00	SF	\$ 0.23	\$ 4,600.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>Totals</b>					<b>\$ 198,410.60</b>

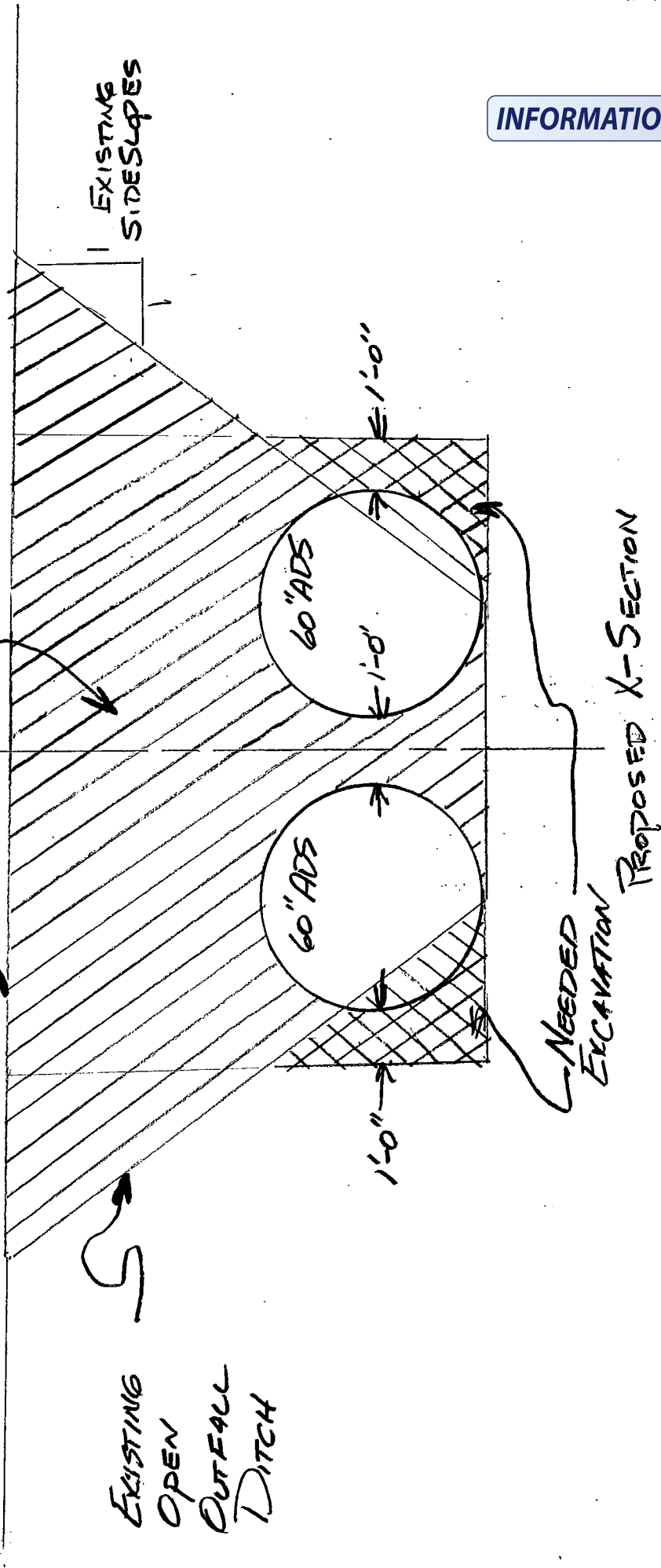
ILLUSTRATION # 3  
 ADS TYPING  
 ESTIMATE

INFORMATION ONLY

$$\text{EXPORT} = \frac{(45 \times 3.5) 575}{27} = 402 \text{ Cy}$$

$$\text{IMPORT} = \frac{[(13 \times 9) \times (3.5 \times 5)] - [(5700 \div 144) 575]}{(117 \div 17.5) - \frac{27}{27}} = 2424 \text{ Cy}$$

$$\text{TOTAL IMPORT} = 2022 \text{ Cy} \rightarrow$$





Budgetary Estimate-Utility Department

Project Title:Shelfer St. Ditch

Date Submitted: 1/7/14

Produced By: Mo Cox

**INFORMATION ONLY**

**Notes/Exclusions: Option #4 - 4x8 Box Culvert**

This project resarch is being performed at the request of the neighborhood. Funding for this project has yet to be determined. Labor and equipment used in this project will be both City and County forces. If privately bid out, anticipate increases in over cost reflected in this estimate.

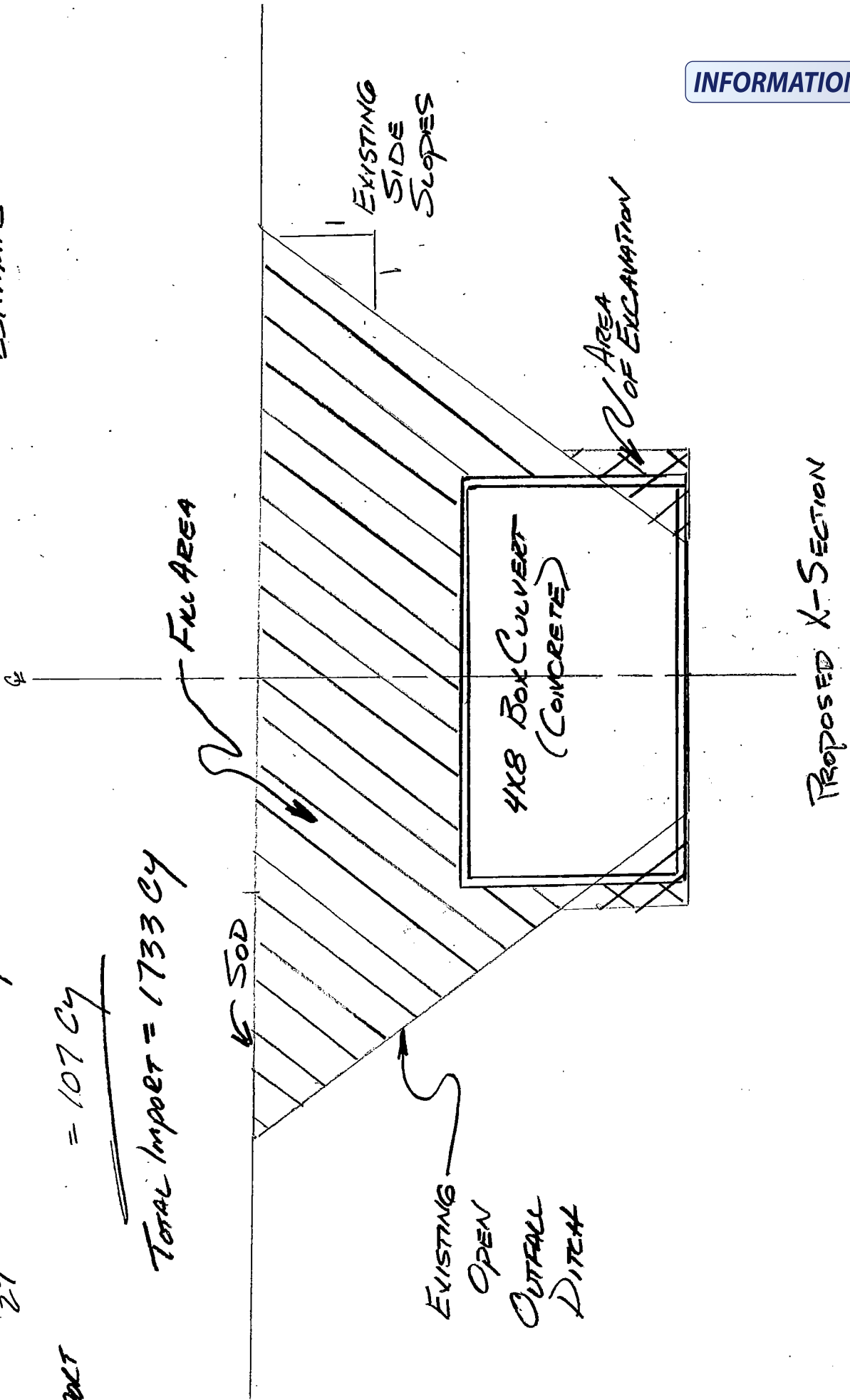
Item	Description	Quantity	Unit	Unit Cost	Ext. Cost
1	Mobilization	1.00	LS	\$ 1,500.00	\$ 1,500.00
2	Survey (Utilities)	1.00	LS	\$ -	\$ -
3	Construction Easement	1.00	LS	\$ 300.00	\$ 300.00
4	Demolition	1.00	LS	\$ 3,000.00	\$ 3,000.00
5	6x10 Junction Box	1.00	EA	\$ 9,000.00	\$ 9,000.00
6	4x8 Box Culvert	575.00	LF	\$ 350.00	\$ 201,250.00
7	7' CMP Bands	0.00	EA	\$ 215.00	\$ -
8	Import (Fill)	1733.00	CY	\$ 7.30	\$ 12,650.90
9	DBL 5' MES	0.00	EA	\$ 1,250.00	\$ -
10	Reclaimate Construction Easement	1.00	LS	\$ 7,500.00	\$ 7,500.00
11	Sod	20000.00	SF	\$ 0.23	\$ 4,600.00
					\$ -
					\$ -
					\$ -
					\$ -
<b>Totals</b>					<b>\$ 239,800.90</b>

ILLUSTRATION # 4  
 BOX CULVERT  
 ESTIMATE

$$\frac{\text{IMPACT } 72}{40.5 \times 9} + \frac{31.5}{4.5 \times 7} \times 575 = 1848 \text{ CY}$$

EXPORT = 107 CY

TOTAL IMPACT = 1733 CY



PROPOSED X-SECTION

*QFD Monthly Activity Report  
February 2016*

	<u>2016</u>	<u>2015</u>
<b>Total Fire Calls</b>	100	88
City	65	76
County	35	12
<b>Total Man Hours</b>	99 hrs 9 mins	54 hrs 11 mins
City	34 hrs 27 mins	33 hrs 29 mins
County	52 hrs 36 mins	19 hrs 62 mns
<b>Type Fire Calls - City</b>		
Structure	2	0
Vehicle	4	0
False Alarm	0	1
Hazard	1	0
Rescue	0	0
Wood & Grass	3	0
Other	6	1
		9
<b>Type Fire Calls - County</b>		
Structure	2	1
Vehicle	10	4
False Alarm	1	1
Hazard	0	0
Rescue	0	0
Woods & Grass	8	1
Other	13	7
<b>Fire Causes</b>		
Accidental	15	3
Undetermined	2	0
Suspicious	0	0
Arson	0	0
<b>Average Response Time</b>		
City	3.48 mins	3.54 mins
County	7.06 mins	8.07 mins
<b>Average Firefighters per Call</b>		
City	3.56	4.18
County	2.78	3.81
<b>Average Time Spent per Call</b>		
City	41.27 mns	24.11 mins
County	32.24 mins	31.18 mins

*QFD Monthly Activity Report  
February 2016*

	<b><u>2016</u></b>	<b><u>2015</u></b>
Responses Out of District	1	1
Mutual Aid Responses *	1	1
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	0	0
Fire Safety Inspection	10	6
Fire Investigation	0	0
Plans Review	2	1
Training Man Hours	60 hrs	219 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	50	60
Smoke Detector Installs	3	2

QFD Monthly District Fire Calls  
February 2016

<b>District</b>	<b><u>District</u></b>	<b><u>Location</u></b>	<b><u>Type of Incident</u></b>
<b>District 1</b>	2/4/2016	1409 Elm St	Barrel fire
	2/14/2016	W Jefferson & Atlanta St	Motor vehicle accident w/injuries
<b>District 2</b>	2/3/2016	1400 W Jefferson St	Vehicle accident
	2/11/2016	1407 Mainline Dr	Structure fire
	2/11/2016	1407 Mainline Dr	Vehicle fire
	2/21/2016	920 Second St	Structure fire
	2/21/2016	901 Hardin St	Smoke scare
	2/26/2016	100 Blk W Jefferson St	Vehicle accident w/no injuries
<b>District 3</b>	2/3/2016	935 Sikes St	Cooking fire
	2/22/2016	424 S Stewart St	Medical assist
	2/29/2016	Blue Star Hwy & Strong Rd	Vehicle accident
<b>District 4</b>	2/1/2015	20 N Stewart St	Medical assist
	2/4/2016	404 W Jefferson St	Vehicle accident
<b>District 5</b>	2/7/2016	908 W Washington St	Clothing fire
	2/14/2016	1134 W Jefferson St	Gasoline spill
	2/16/2016	64 North Cleveland St	No incident found