

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, May 13, 2014

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
May 13, 2014
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Special Presentations by Mayor or Commission

1. Proclamation – Poppy Week
2. Boy Scouts of Troop 201

Approval of the Minutes of the previous meetings

3. Approval of Minutes of the 4/21/14 Special Meeting
(Sylvia Hicks, City Clerk)
4. Approval of Minutes of the 4/22/14 Regular Meeting
(Sylvia Hicks, City Clerk)
5. Approval of Minutes of the 4/29/14 Canvassing Board Meeting
(Sylvia Hicks, City Clerk)
6. Approval of Minutes of the 5/2/14 Reorganization Meeting
(Sylvia Hicks, City Clerk)

Public Hearings as scheduled or agendaed

7. Ordinance No. 1062-2014 Second Reading - Code Enforcement
(Mike Wade, Interim City Manager; Bernard Piawah, Building and Planning Director)

Consent Agenda

8. Amendment 3 to State Revolving Fund Loan/Grant
(Mike Wade, Interim City Manager)

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

9. Request to Utilize Solely the Code Magistrate Process for Code Violations
(Mike Wade, Interim City Manager; Bernard Piawah, Building and Planning Director)
10. Approval of Telecommunications Service Agreement
(Mike Wade, Interim City Manager; Chris Jordan, Interim IT Director)
11. Traffic Signal Agreement
(Mike Wade, Interim City Manager)
12. Youth Protection Ordinance Quarterly Report
(Mike Wade, Interim City Manager; Walt McNeil, Police Chief)
13. QFD Quarterly Report
(Mike Wade, Interim City Manager; Scott Haire, Fire Chief)

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

14. DEP Loan Update - Commissioner Gay

Comments

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

Comments from the audience

Adjournment

*Item(s) Not in Agenda Packet



PROCLAMATION REGARDING POPPY WEEK MAY 18-24, 2014

WHEREAS, as movement was instituted some years ago to adopt the poppy as the memorial flower of the American Legion throughout the nation; and,

WHEREAS, out of this should come some symbol to perpetually remind us of, and to teach coming generations, the value of the "Light of Liberty" and our debt to those who helped save it for us by paying the supreme sacrifice, and that we may not forget that in "Flanders Fields the poppies blow, between the crosses row on row"; and,

WHEREAS, contributions from the distribution of poppies are used solely for rehabilitation of veterans and their families;

NOW THEREFORE, I, Derrick Elias, Mayor of the City of Quincy, Florida at the request of the Poppy President Ora Bradwell Green of the American Legion Auxiliary Unit 217, do hereby proclaim the week of May 18th thru May 24th, 2014 as Poppy week for 2014 in the City of Quincy, and I do further hereby proclaim May 23rd thru May 24th poppy distribution days for the distribution of poppies during such week.

Dated this 13th day of May, A.D. 2014

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

ATTEST:

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

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

SPECIAL MEETING
APRIL 21, 2014
6:00 P.M.

The Quincy City Commission met in special session Monday, April 21, 2014, with Mayor Commissioner Dowdell presiding and the following present:

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

Also Present:

Interim City Manager Mike Wade
City Clerk Sylvia Hicks
Police Chief Walt McNeil
Interim Finance Director Jeffrey Williams
Human Resources Director Bessie Evans
Account Specialist Catherine Robinson
Building and Planning Director Bernard O. Piawah

Commissioner Elect Daniel McMillan

Call to Order:

Mayor Commissioner Dowdell called the meeting to order.

The purpose of the Special Meeting was to select a City Attorney on a contractual basis and a Labor Attorney.

Mr. John Grant stated he would like to apply for the position of City Attorney on an interim basis, and will respond to the upcoming request for qualifications for the position.

Mr. Grant stated that he is a member of a small firm in Tallahassee and has been licensed to practice law in Florida since 1992. He also stated that he has extensive experience representing local governments.

Mr. Grant reported to the Commission, if they are interested in hiring him, he would propose to contract at \$175.00 per hour for his time and \$75.00 per hour for paralegal, with no additional charges for travel time or travel expenses.

Commissioner Elias stated that he would abstain from voting since Mr. Grant has represented the State on several matters.

Commissioner Edwards made a motion to appoint Mr. Grant as the Interim City Attorney on a contractual basis. Commissioner Gay seconded the motion. The ayes were Commissioners Brown, Edwards, Gay and Dowdell. Commissioner Elias abstained. The motion carried.

Commissioner Brown asked if anyone had asked Mr. Brown if he wanted to apply for the attorney's position.

Robert Larkin of Allen, Norton and Blue, P.A., stated that his firm provides labor and employment services in conjunction with a City Attorney and assist the City Attorney in collective bargaining and in general employment matters as needed. Commissioner Gay stated that he comes highly recommended by Mr. Miller.

Mr. Larkin stated that the he could be hired on a retainer basis for \$2,000 per year for employment issues.

Commissioner Gay made a motion to approve Mr. Larkin as the Labor Attorney as proposed plus \$2,000 per year. Commissioner Edwards seconded the motion. The ayes were unanimous.

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

APPROVED:

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

ATTEST:

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

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
APRIL 22, 2014
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, April 22, 2014, with Mayor Commissioner Dowdell presiding and the following present:

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

Also Present:

Interim City Manager Mike Wade
City Attorney John Grant
City Clerk Sylvia Hicks
Police Chief Walt McNeil
Interim Finance Director Jeffrey Williams
Customer Service Director Ann Sherman
Interim Information Technology Director Christopher Jordan
Planning Director Bernard Piawah
Account Specialist Catherine Robinson
CRA Manager Regina Davis
Parks and Recreation Director Gregory Taylor
Interim Public Works Director Reginald Bell
Fire Chief Scott Haire
Human Resources Director Bessie Evans
Accountant III Joe Wiel
Sergeant At Arms Assistant Chief Glenn Sapp

Also Present: Commissioner-Elect Daniel McMillan

Call to Order:

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

Special Presentations by Mayor or Commission

Approval of Minutes

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

Commissioner Edwards made a motion to approve the April 8, 2014 regular meeting minutes with corrections as necessary. Commissioner Gay seconded the motion. The ayes were unanimous.

Public Hearings as scheduled or agendaed:

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

Mr. Alphonso Figgers of 215 North Chalk Street came before the Commission and presented a proposal for a bus route for the City of Quincy. He proposed the following: The bus will begin its route at the Courthouse and will pass through the following: Winn Dixie Plaza, Gretna, Piggly Wiggly Plaza, Wal-Mart, Hotel at I-10, Joe Adams Road, High Bridge Road to Strong Road, the apartment complex, hospital, Highway 12 to Kelly's Jr. No. 5 towards Havana. Commissioner Gay stated that he appreciates the time and effort and research he had put into the proposal.

Ms. Freida Bass Prieto of 329 East King Street came before the Commission with the following concerns: (1) Combining City of Quincy dispatch with Gadsden County dispatch, she is totally against the proposal and it would be a mistake. (2) non-profits should come before the Commission and submit a proposal during the budget, we need to make sure that our tax dollars are used wisely. (3) The Financial Statement shows that we are not making our numbers, we need to have a moratorium on spending. (4) Concern with the customers that are not paying their utility bills, it is not fair to have some to pay and others don't have to pay their bills, if they can't pay then we need to set up a payment plan.

Resolutions:

Reports by Board and Committees:

Reports, Request and Communications by the City Manager:

NAACP

Mr. Sam Palmer Local President of the NAACP came before the Commission to request a donation of \$300.00 for the organization. He stated that the prior administration would give a donation and they did not have to come before the Commission. Mayor Dowdell stated he would leave this in the hands of the Manager. Commissioner Gay

made a motion to approve the donation. Commissioner Brown seconded the motion. Commissioner Elias announced that he was a member of the same organization and would have to abstain from the vote. Commissioner Edwards suggested that each Commissioner give \$60.00, the Commissioners agreed. Commissioners Gay and Brown withdrew their motions.

Gadsden Arts Center Presentation (Growth and New Programming)

Grace Robinson curator for the Gadsden Arts Center came before the Commission and thanked the Commission for supporting the Arts Center. She stated that the exhibitions draw visitors to our City and they leave impressed with our rich culture. Ms. Robinson stated they have over 500 members and 100 volunteers, admission is always free. Commissioner Edwards stated they do a tremendous job with the dollars they have. The Commission thanked Ms. Robinson for a job well done.

External Auditor Negotiation

Interim City Manager Mike Wade reported to the Commission that staff has negotiated with the selected external audit applicant Moran and Smith and believes that \$88,500 is a fair price for the first year (FY ending September 30, 2013) with a small increase of \$90,250 and \$92,100 for the two subsequent years. Mr. Wade stated that the proposed first year amount is down from the \$125,000 (a \$36,500 saving from 2012). Commissioner Gay asked if there would be any additional work. Mr. Moran stated not the first year, will be extensive. Commissioner Elias asked if there will be blend for the CRA or a separate audit. Mr. Moran stated a blended component. Commissioner Edwards made a motion to approve the terms of the engagement letter of Moran and Smith. Commissioner Gay seconded the motion. The ayes were unanimous.

Bus Shuttle Contract 2014

Interim City Manager Mike Wade stated he has discussed the matter with Big Bend Transit (BBT), and the County and there is a willingness on the part of BBT for a short term contract that will start from May 2014 and end September 2014. Commissioner Edwards stated that we need to come up with some alternatives, get a panel to come up with some ideas. Commissioner Elias stated that he agrees with Commissioner Edwards. Commissioner Gay stated that the email that Ms. Davis sent out, the parties should dialogue with each other as to how to provide services. Commissioner Elias made a motion to authorize the Manager to enter into a short term contract with BBT for short term service that will start in May and end on September 2014; after which a new one year contract could be entered into with BBT. Commissioner Edwards seconded the motion. The ayes were unanimous.

Summer Youth Employment Program

Human Resources Director Bessie Evans reported to the Commission that the City has partnered with the various schools in the surrounding area in promoting the City's summer youth program. The schools are: East Gadsden High School, West Gadsden High School, Munroe High School, Carter Parramore Academy, Gadsden Technical

Institute, Crossroad Academy, Gadsden Central Academy, and Hope Academy. She also stated that if a student that is applying for Code Enforcement and Beautification Program, they must have the signature from their district Commissioner. Any application without a referral will be considered incomplete. Ms. Evans stated that the Board of County Commissioners will fully fund 10 students to participate in the City's Youth Program.

90 Day Old Account Status Report

Ann Sherman Customer Service Director reported to the Commission that staff will make every effort to hold the account holder to their agreement. She stated that the plan goes into effect on May 1, 2014 for all 90 day old account holders. Ms. Sherman stated that the total 90 day arrears were \$171,152.59. Included in the total are \$32,681.11 from an apartment complex (water issue) and \$16,870.09 from a bankruptcy for a total of \$49,551.50. The City's water customer is included in this total (\$12,550.40), which pay per an agreement semi-annually. Ms. Sherman reported as of to date, we have collected \$23,030.85. Commissioner Edwards asked if we will be able to collect from the bankruptcy. Commissioner Elias asked if there were criteria set up to identify if a customer had a hardship. Commissioner Gay request monthly updates on the 90 day old accounts.

Gadsden County/City of Quincy Joint Communication Center Report

Walt McNeil Police Chief reported to the Commission that on April 7, 2014, he met with the Gadsden County Sheriff Morris Young for the purpose of discussing a Joint Communication Center. He stated that Sheriff Young's vision is for combining the City of Quincy dispatch with Gadsden County dispatch. Commissioner Gay stated that he is opposed to the consolidation, our citizens will lose the personalized service. Commissioner Edwards also opposed the idea for co-locating our dispatchers with the County. He stated that our dispatchers do a great job. Commissioner Elias also agrees with Commissioners Edwards and Gay in the opposition. Mayor Dowdell asked the pros and cons of combining the dispatchers.

Quincy Fire Department Monthly Report – No Comments

Financials

Interim Finance Director Jeff Williams reported to the Commission that we have completed six months of the financial activity for the current fiscal year. He stated that the revenues are close to 50% and this includes ad valorem taxes of 78%. State shared revenues are included and are approximately 50% of the annual expected amount. He reported that expenditures with debt service amounts and the total expenditures are just below \$300,000 revenues. Mr. Williams reported that the P-Card statements will be provided at the next meeting. Commissioner Gay asked if all the TIFF dollars have been received. Mr. Williams replied yes. Commissioner Elias asked the status of OMI SEPA, and Waste Pro. Mr. Williams stated that we owe OMI approximately \$100,000, SEPA approximately \$140,000 and Waste Pro approximately two months 100,000. Commissioner Elias asked why the P-Card statement was not in the finance report. The

Finance Director stated we did not have the justification. Commissioner Elias requested a copy of the P-Card statement as soon as the justification is completed. Commissioner Edwards stated that the Finance Department is doing a good job and asked Mr. Williams to reconsider and apply for the Finance Director's position. Mr. Williams introduced the new Accountant III Mr. Joe Wiel.

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

External Auditor Negotiation (moved to item 4a)

City Manager

Interim City Manager Mike Wade announced that the upcoming workshop for the Downtown Master Plan will be May 1, 2014 from 6:00 p.m. to 8:00 p.m. at the Gadsden Arts Center.

Interim City Manager Mike Wade announced Quincyfest will be Saturday, May 3, 2014 from 12:00 noon until 6:00 p.m.

City Clerk - None

City Attorney

Interim City Attorney Grant reported that he has a draft contract and has two active litigation cases and requested to be authorized to look into them. He also stated that there is an ongoing annexation. Mayor Dowdell asked the status of the Eaton case. Commissioner Elias made a motion to authorize the Attorney to engage in the active litigation cases. Commissioner Edwards seconded the motion.

Commissioners

Commissioner Elias conveyed to City Manager Wade his concerns with the traffic for the upcoming concert at Tanyard Creek on May 10, 2014, he wants to make sure that no one blocks the driveway in the neighborhood.

Commissioner Elias stated that there are pot holes in the Hillside neighborhood behind Maryland's Chicken.

Commissioner Elias reminded everyone that the Reorganization Meeting is Friday, May 2, 2014 at 4:00 p.m.

Commissioner Gay stated that the Commission needs to take some action on the Department of Environmental Protection Loan (DEP).

Commissioner Gay stated we need to see if Commissioner Hinson is going to pay the City back for the contract with the level 3 contract.

Commissioner Gay stated that he appreciate his service as a Commissioner to the citizens of Quincy.

Commissioner Brown reported that some tree limbs are hanging over Key Street.

Commissioner Brown stated the there are pot holes on GF&A Drive and Calhoun Streets.

Commissioner Brown reported that there is a house on Kent Street that has two letters of violations on it and asked the status, the yard is overgrown and the house is abandoned.

Commissioner Brown asked the status of the speed humps for 12th Street.

Commissioner Brown asked that the storm drain on South 8th Street needs to be checked on.

Mayor Dowdell stated he would get with the Manager with his concerns.

Commissioner Edwards stated the location at Tanyard Creek is a good idea for the food vendors.

Commissioner Edwards thanked all the Commissioners, everyone has treated him with respect, he thanked his constituents for allowing him to be their public servant. He thanked Rev. Figgers for his involvement in City government and stated we need more people like him. He thanked all the employees, and department heads for all they do. He thanked Interim City Manager Mike Wade for stepping up and accepting the position of City Manager. He thanked the former City Manager. He thanked Commissioner Elect Daniel McMillan for accepting the position to represent District V. He thanked his wife of 40 years and his parents. He thanked the Lord and Jesus Christ.

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

APPROVED:

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

ATTEST:

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

CITY COMMISSION
SUPERVISOR OF ELECTIONS
QUINCY, FLORIDA

SPECIAL MEETING
APRIL 29, 2014
6:00 P.M.

The Quincy City Commission met in special session at the Gadsden County Supervisor of Elections Office in Quincy, Florida on Tuesday, April 29, 2014 at 6:00 P.M. and the following were present:

Commissioner Derrick D. Elias
Commissioner Gerald A. Gay, III
Interim City Manager Mike Wade
City Clerk Sylvia Hicks

The following were also present:

Gadsden County Supervisor of Elections, Shirley G. Knight
Gadsden County Deputy Supervisor of Elections Freddie J. Ash

Commissioner Elias was nominated as presiding officer.

For District I, Supervisor of Elections presented 178 absentee ballots, six ballots were rejected.

	District I absentee	Poll	Total
Keith A. Dowdell	106	115	221
Ronterious (Ron) Green	62	80	142
Vivian Howard	4	19	23

Total votes cast were 386 in District I and Keith A. Dowdell was declared elected to a 3-year term to the City Commission representing Voters in District I

There being no more business at this time, upon motion duly made and carried, the meeting was adjourned.

APPROVED:

Presiding Officer of the City Commission
and the City of Quincy, Florida

ATTEST

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

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REORGANIZATION MEETING
May 2, 2014
4:00 P.M.

Pursuant to Section 2.09 of the City Charter, the Commission met in the Quincy City Commission Chambers, City Hall, Friday, May 2, 2014 at 4:00 P.M. for the purpose of seating Commissioner Elect Keith A. Dowdell and Commissioner Elect Daniel D. McMillan and to reorganize for the ensuing year. The following were present:

Commissioner Micah Brown
Commissioner Larry D. Edwards
Commissioner Elect Keith A. Dowdell
Commissioner Gerald A. Gay, III
Commissioner Derrick D. Elias
Commissioner Elect Daniel D. McMillan

The following were also present:

Interim City Manager Mike Wade
City Attorney John A. Grant
City Clerk Sylvia Hicks
Executive Assistant to City Manager Cynthia Shingles
Accountant III Joe Wiel
Account Specialist Catherine Robinson
Police Chief Walt McNeil

Mayor Dowdell called the meeting to order.

Commissioner Gay made a motion to nominate City Attorney John A. Grant as the temporary Chairman, Commissioner Edwards seconded the motion.

The City Clerk Sylvia Hicks swore in Commissioners – Elect Keith A. Dowdell, representing District I and Daniel McMillan representing District V.

City Attorney Grant opened the floor for nomination for Mayor. Commissioner Gay nominated Commissioner Elias. There were no other nominations. Upon roll call by the Clerk, the ayes were Commissioners Brown, McMillan, Gay, Elias, and Dowdell. The motion carried. Commissioner Elias was elected as the Mayor.

Mayor Elias opened the floor for nomination for Mayor Pro-Tem. Commissioner Gay nominated Commissioner Brown as the Mayor Pro-Tem. There were no other nominations. Upon roll call by the Clerk, the ayes were Commissioners Brown, McMillan, Gay, Elias and Dowdell. The motion carried. Commissioner Brown was elected Mayor Pro-Tem.

Commissioner Brown made a motion to adjourn the meeting and Commissioner Gay seconded the motion. The meeting was adjourned.

APPROVED:

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

ATTEST:

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

ORDINANCE NO. 1062-2014

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

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

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

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

Sec. 2-501. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 2-506. Enforcement procedure.

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

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

presented to the board Special Magistrate even if the repeat violation has been corrected prior to the board Special Magistrate hearing, and the notice shall so state.

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

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

Sec. 2-507. Hearing procedures.

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

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

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

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

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

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

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

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

~~(d)~~ No Special Magistrate shall have authority to compromise, or reduce the amount

owed incident to a recorded effecting a lien. Jurisdiction regarding compromise or reduction of such a lien vests with the City Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

been made as provided in this article, a hearing shall not be necessary for issuance of the order imposing the fine.

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

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

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

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

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

Sec. 2-510. Appeal.

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

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

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

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

INTRODUCED IN OPEN SESSION THIS 8TH DAY OF APRIL, 2014 BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, THIS ___ DAY OF _____, 2014.

APPROVED:

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

ATTEST:

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

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: May 13, 2014
Date Submitted: May 8, 2014
To: Honorable Mayor and Members of the Commission
From: Mike Wade, Interim City Manager
Subject: Amendment 3 to State Revolving Fund Loan/Grant

Statement of Issue

The Florida Department of Environmental Protection (FDEP) has offered Amendment 3 to the City of Quincy's State Revolving Fund WW641090/SG641091 loan and grant agreement. The amendment provides the City additional time to complete preconstruction activities and defers the date of the first semiannual loan payment from May 15, 2014 to May 15, 2016.

Background

The City Commission previously approved the Wastewater Facilities Plan, which identified infiltration-inflow (water that gets into the sanitary sewer system during rain events) as a problem that needed to be addressed. Due to an overflow at the City's wastewater treatment plant during an extreme rainfall event in 2008, FDEP issued a consent order that requires the City to bring the wastewater collection system into compliance (no overloading of the sewer system during wet weather). In order to identify where the excessive infiltration-inflow is entering the system, the wastewater facilities plan recommended that a Sewer System Evaluation Study (SSES) be conducted. The study uses methods such as flow monitoring, smoke testing, manhole inspection, flow isolation, dye water testing and closed circuit television to identify the portions of the sewer system that need rehabilitation.

Amendment 2, which was authorized in 2012, removed funding for the design of some projects listed in the facilities plan: upgrades to the treatment plant, biosolids dewatering equipment, effluent pipe to the nursery, and Magnolia Forest gravity sewer but included funding for a Sanitary Sewer Evaluation Study (SSES). Amendment 2 also changed the grant portion of the loan from \$47,135 to \$201,400. These values may be modified based on the results of the SSES.

Analysis

As part of this project, the City has completed smoke testing of the entire sanitary sewer collection system. Over 500 sources of inflow from service laterals were identified and repaired. Three sewer main repairs were completed and 136 potential sources of inflow were eliminated. The next phase of the project was to perform flow monitoring of the system for a period of 4 months. Flow monitors were installed at 10 locations throughout the system. The collection of rainfall intensity data and flow monitoring data was analyzed to determine the areas of highest inflow. The targeted areas were then inspected using closed circuit television (cctv). The cctv reports are currently being reviewed and analyzed. The design for facility repairs should begin once the cctv analysis is complete. Amendment 3 to the loan agreement extends the date for design of project facility repairs to be completed by April 15, 2015 and extends the due date of the first semi-annual loan payment from May 15, 2014 to May 15, 2016.

Staff is proposing the following options for consideration by the commission:

Options:

1. Approve the City Manager's signing of Amendment 3 to the WW641090/SG641091 agreement and authorize funding in the FY 2016 Budget
2. Do not approve the City Manager's signing of the amendment.

Staff Recommendation:

Option 1

Attachments:

1. Clean Water State Revolving Fund Amendment 3 to Loan Agreement WW641090/SG641091.
2. Clean Water State Revolving Fund Amendment 2 to Loan Agreement WW641090/SG641091.
3. Clean Water State Revolving Loan Agreement WW641090/SG641091.



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

April 8, 2014

Mr. Jack McLean, Jr.
City Manager
City of Quincy
404 West Jefferson Street
Quincy, Florida 32351

Re: WW641090 & SG641091 - Quincy
Major Sewer Rehabilitation / Inflow Infiltration Correction

Dear Mr. McLean:

Attached is proposed amendment to the City of Quincy's State Revolving Fund loan and grant agreement. The amendment provides the City additional time to complete preconstruction activities.

Please have the appropriate officials sign and seal three copies and return them to us within three weeks at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will sign the documents and mail a fully executed original to the City.

If you have any questions regarding this amendment, please call Tommy Williams at (850) 245-8364.

Sincerely,

A handwritten signature in cursive script that reads 'Angela Knecht'.

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/tw

Attachment

cc: Mike Wade - City of Quincy
Mike Murphy - Hatch Mott MacDonald

**STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT WW641090
AMENDMENT 1 TO GRANT AGREEMENT SG641091
CITY OF QUINCY**

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

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW641090, as amended, and Grant Agreement, Number SG641091, authorizing a Loan amount of \$478,753, excluding Capitalized Interest, and a Grant amount of \$201,400; and

WHEREAS, Loan repayment activities need rescheduling to give the Local Government additional time to complete preconstruction activities; and

WHEREAS, certain provisions require clarification for accounting and audit requirements.

NOW, THEREFORE, the parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on May 15, 2016, and semiannually thereafter on September 15 and May 15 of each year until all amounts due under the Agreement have been fully paid.
2. Section 10.06 of the Agreement, as amended, is deleted and replaced as follows:

The Local Government and the Department acknowledge that actual Project costs and Preconstruction Activities allowance costs have not been determined as of the effective date of this Agreement. An adjustment to the Preconstruction Activities allowance may be made due to a reduction in the scope of work proposed for construction or based on construction contract bid prices. Failure to achieve Department acceptance of plans and specifications prior to the date specified in Section 10.07 may cause adjustment of the Preconstruction allowance. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final allowance amount, and Project costs if financed by this Loan, shall be established in the final amendment. The Grant amount is limited to the planning allowance until the Grant is rolled over. The final Grant amount shall be based on final Preconstruction activities. Changes in the Preconstruction Activities allowance or Project costs may also occur as a result of the Local Government's audit or the Department's audit.

The Local Government agrees to the following estimates of the Preconstruction Activities allowance and related costs:

PROJECT COSTS

CATEGORY	PROJECT COSTS (\$)	GRANT BASIS (\$)	LOAN COSTS (\$)
Planning & Engineering	256,705	203,753	203,753
Special Studies	275,000	275,000	275,000
SUBTOTALS & LOAN DISBURSABLE	531,705	478,753	478,753
Capitalized Interest	21,500	21,500	21,500
SUBTOTALS & LOAN PRINCIPAL	553,205	500,253	500,253
Estimated Service Fee	9,575	9,575	9,575
TOTALS & TOTAL LOAN AMOUNT OWED	562,780	509,828	509,828
		Grant	163,170
		Grant Eligible Finance Charges	38,230
		Total Grant	201,400

The estimated project cost allowance of \$256,705 is based on estimated construction costs of \$2,500,000, which excludes Capitalized Interest. The actual allowance will be calculated after all construction contracts are bid and will be adjusted in a subsequent amendment to this agreement. The total of the Grant portion of the Semiannual Loan Payment amortized over the 20-year life of the Loan which includes financing charges is \$201,400. The Special Studies for this project will be a Sanitary Sewer Evaluation Survey or Study (SSES). This SSES will include smoke testing, flow monitoring, manhole inspection, flow isolations, dye water testing, closed circuit TV (CCTV) and light cleaning along with data analysis. The results from this analysis or Special Studies will help to identify and correct the source of the excessive infiltration and inflow (I/I) in the sewer systems.

The total of the Grant Portion of the Semiannual Loan Payment amortized over the 20-year life of the Loan is \$201,400. The State of Florida's performance and obligation to pay the grant funds under this Agreement is contingent upon an annual appropriation by the Legislature. The Department and the Local Government understand that this Agreement is not a commitment of future appropriations.

3. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:
 - (1) Acceptance of the planning documents by the Department (including SSES) no later than October 15, 2014.
 - (2) Design of all Project facilities proposed for loan funding no later than April 15, 2015.
 - (3) Certification of availability of all sites for facilities proposed for loan funding no later than April 15, 2015.

(4) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than October 15, 2015.

(5) Completion of all Preconstruction Activities for all Project facilities proposed for loan funding no later than November 15, 2015.

(6) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2015.

(7) Unless deferred by amendment, provide certifications under Subsection 2.01(10) beginning February 15, 2016 and annually thereafter no later than September 30 of each year until the final Semiannual Loan Payment is made.

(8) The first Semiannual Loan Payment in the amount of \$15,734 shall be due May 15, 2016. The Local Government Share of the Semiannual Loan Payment is \$10,699. The Grant Portion of the Semiannual Loan Payment is \$5,035.

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

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This Amendment 3 to Loan Agreement WW641090 shall be executed in three 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 Program Administrator 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 Program Administrator.

for
CITY OF QUINCY

City Manager

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Program Administrator
State Revolving Fund

Date

CLEAN WATER STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW641090
GRANT AGREEMENT SG641091
CITY OF QUINCY

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

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW641090, as amended, and Grant Agreement, Number SG641080, authorizing a Loan amount of \$478,753, excluding Capitalized Interest, and a Grant amount of \$47,135; and

WHEREAS, the associated Grant, Number SG641080 in the amount of \$47,875 is being annulled and replaced with Grant Number SG641091; and

WHEREAS, the Local Government is entitled to Grant funds totaling \$201,400, which includes Grant funds of \$163,170 and \$38,230 in finance charges; and

WHEREAS, funding is provided from the State Revolving Fund program repayments and interest, which are Federally protected but which are subject to state audit requirements; and

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

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect an adjustment in the Grant amount; and

WHEREAS, the Project costs need adjustment to reflect revised estimates.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 1.01(16) of the Agreement is revised as follows:

(16) "Preconstruction Activities" shall mean the planning, administrative, and engineering work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for sewer rehabilitation and inflow/infiltration correction.

2. Subsection 2.01(12) of the Agreement is deleted and replaced as follows:

(12) The Local Government agrees to complete the Preconstruction Activities and, if included by an amendment to this Agreement, the Project, in accordance with the Preconstruction Activities schedule set forth in Section 10.07 and a Project schedule added by amendment to this Agreement. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. However, there shall be

no resulting diminution or delay in the Local Government Share of the Semiannual Loan Payment or the Monthly Loan Deposit.

3. Section 2.03 of the Agreement is 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 Funding Line Item	CSFA	Program	Funding Source	Funding Amount	Appropriation Category
1718 of SFY 2009-2010 GAA	37.077	Wastewater Treatment Facility Construction	Wastewater Treatment & Stormwater Management TF	\$478,753	140131
State Funding Line Item	CSFA	Program	Funding Source	Funding Amount	Appropriation Category
1675AA of SFY 2011-2012 GAA	37.075	Small Community Wastewater Grant	Federal Grants Trust Fund	\$201,400	143276

(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 or project-specific 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) 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>.

(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:

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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) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Local Government shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Government shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) 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 the audit report is issued, 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 audit 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 the audit report is issued, unless extended in writing by the Department.

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.

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.

In addition, the Local Government agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, **Attachment A**, attached hereto and made a part hereof, within four (4) months following the end of the Local Government's fiscal year.

Attachment A should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

(6) 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.

4. Section 8.08 is added to the Agreement as follows:

8.08. USE AS MATCHING FUNDS.

The U.S. Environmental Protection Agency has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

5. Grant funding in the amount of \$163,170, plus \$38,230 in finance charges for a total of \$201,400 is awarded to the Local Government.

6. The estimated principal amount of the Loan is \$500,253, which consists of \$478,753 authorized for disbursement to the Local Government and \$21,500 of Capitalized Interest, at a Financing Rate of 2.14 percent per annum (the interest rate is 1.07 percent per annum and the Grant Allocation Assessment rate is 1.07 percent per annum). The principal amount of the Grant is \$163,170 based on initial estimated project costs, unless the Agreement is amended for a Construction Grant. The Grant amount is not disbursed to the Local Government, but is used as a subsidy to the Loan repayment.

7. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$15,734. Such payment shall be received by the Department on May 15, 2014 and semiannually thereafter on November 15 and May 15 until all amounts due hereunder have been fully paid. The Local Government Share of the Semiannual Loan Payment is \$10,699. The Grant Portion of the Semiannual Loan Payment is \$5,035 and shall be electronically transferred by the Department.

The Semiannual Loan Payment amount is based on the total amount owed of \$509,828, which consists of the Loan principal plus the estimated Loan Service Fee and its capitalized interest, if any.

8. Section 10.06 of the Agreement is deleted and replaced as follows:

The Local Government and the Department acknowledge that actual Project costs and Preconstruction Activities allowance costs have not been determined as of the effective date of this Agreement. An adjustment to the Preconstruction Activities allowance may be made due to a reduction in the scope of work proposed for construction or based on construction contract bid prices. Failure to achieve Department acceptance of plans and specifications prior to the date specified in Section 10.07 may cause adjustment of the Preconstruction allowance. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final allowance amount, and Project costs if financed by this Loan, shall be established in the final amendment. The Grant amount is limited to the planning allowance until the Grant is rolled over. The final Grant amount shall be based on final Preconstruction activities. Changes in the Preconstruction Activities allowance or Project costs may also occur as a result of the Local Government's audit or the Department's audit.

The Local Government agrees to the following estimates of the Preconstruction Activities allowance and related costs:

PROJECT COSTS

CATEGORY	PROJECT COSTS (\$)	GRANT BASIS (\$)	LOAN COSTS (\$)
Planning & Engineering	256,705	203,753	203,753
Special Studies	275,000	275,000	275,000
SUBTOTALS & LOAN DISBURSABLE	531,705	478,753	478,753
Capitalized Interest	21,500	21,500	21,500
SUBTOTALS & LOAN PRINCIPAL	553,205	500,253	500,253
Estimated Service Fee	9,575	9,575	9,575
TOTALS & TOTAL LOAN AMOUNT OWED	562,780	509,828	509,828
Grant		1 163,170	
Grant Eligible Finance Charges		38,230	
Total Grant		201,400	

The estimated project cost allowance of \$256,705 is based on estimated construction costs of \$2,500,000, which excludes Capitalized Interest. The actual allowance will be calculated after all construction contracts are bid and will be adjusted in a subsequent amendment to this agreement. The total of the Grant portion of the Semiannual Loan Payment amortized over the 20-year life of the Loan which includes financing charges is \$201,400. The Special Studies for this project will be a Sanitary Sewer Evaluation Survey or Study (SSES). This SSES will include smoke testing, flow monitoring, manhole inspection, flow isolations, dye water testing, closed circuit TV (CCTV) and light cleaning along with data analysis. The results from this analysis or Special Studies will help to identify and correct the source of the excessive infiltration and inflow (I/I) in the sewer systems.

9. Section 10.07 of the Agreement is deleted and replaced as follows:

(1) Acceptance of the planning documents by the Department (Design Authorization) no later than October 15, 2011.

(2) Design of all Project facilities proposed for Loan funding no later than October 15, 2012.

(3) Certification of availability of all sites for facilities proposed for Loan funding no later than October 15, 2012.

(4) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction Loan funding no later than April 15, 2013.

(5) Completion of all Preconstruction Activities for all Project facilities proposed for Loan funding no later than May 15, 2013.

(6) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2013.

(7) Unless deferred by amendment, provide certifications under Subsection 2.01(10) beginning February 15, 2014, and annually thereafter no later than September 30 of each year until the final Semiannual Loan Payment is made.

(8) The first Semiannual Loan Payment in the amount of \$15,734 shall be due May 15, 2014. The Local Government Share of the Semiannual Loan Payment is \$10,699. The Grant Portion of the Semiannual Loan Payment is \$5,035.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement WW641090 shall be executed in three 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 Agreement to be executed on its behalf by the Deputy Director and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Deputy Director.

for

CITY OF QUINCY

City Manager

Attest

I attest that this amendment complies with
Section 2.03 of the Agreement.

City Clerk

City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Deputy Director
Division of Water Resource Management

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF QUINCY, FLORIDA

CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
WW641090

Florida Department of Environmental Protection
Bureau of Water Facilities Funding
Bob Martinez Center
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

WW641090

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

WITNESSETH:

WHEREAS, pursuant to Section 403.1835, Florida Statutes, the Department is authorized to make loans to local governmental agencies to finance the planning, design, and construction of wastewater pollution control facilities; and

WHEREAS, the Local Government has made application for the financing of Preconstruction Activities, and the Department has determined that all requirements for a loan have been met.

NOW, THEREFORE, in consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this agreement.
 - (2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.
 - (3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
 - (4) "Construction Related Costs" shall mean costs for Project construction, equipment, materials, demolition, contingency, legal and technical services incurred after construction bid opening, and Capitalized Interest associated with the foregoing costs.
 - (5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.
-

(6) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

Add definition- "Grant

(7) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

Add definition- "Grant Portion"

(8) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(9) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(11) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(12) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

Add definition - Local Government Share"

(13) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(14) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Obligations and any senior obligations issued pursuant to Section 7.02 of this Agreement.

(16) "Preconstruction Activities" shall mean the planning, administrative, and engineering work necessary for the Local Government to qualify for Clean Water State

Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(17) "Project" shall mean the construction of facilities planned and designed through the Preconstruction Activities.

Add Definition - "Preconstruction Grant"

(18) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(19) "Senior Revenue Obligations" shall mean the following debt obligations:

(a) City of Quincy, Florida, Utility System Improvement Refunding Revenue Bonds, Series 2003, issued in the amount of \$8,890,000, pursuant to Resolution No. 1132; and

(b) Additional bonds issued on a parity with the bonds identified above pursuant to Section 12.02 of Resolution No. 1132; and

(c) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(20) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(21) "Water System" shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake Preconstruction Activities and the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or in its operation of Project facilities.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action as is necessary for compliance.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Local Government's Authorized Representative or its chief financial officer shall submit, no later than the date established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy, on a pro rata basis, the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c) insurance, including that issued through the National Flood Insurance Program authorized under 42 U.S.C. secs. 4001-4128 when applicable, in effect for the facilities generating the Pledged Revenues, adequately covers the customary risks to the extent that such insurance is available.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Local Government agrees to complete the Preconstruction Activities and, if included by an amendment to this Agreement, the Project, in accordance with the Preconstruction Activities schedule set forth in Section 10.07 and a Project schedule added by amendment to this Agreement. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Local Government covenants that this Agreement is entered into for the purpose of completing planning, engineering, and administrative activities in order to construct facilities which will, in all events, serve a public purpose.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

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2.03. AUDIT AND MONITORING REQUIREMENTS.

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

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

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-090	EPA	66.458	Capitalization Grants for State Revolving Funds	\$478,753	140131

(2) Audits.

(a) In the event that the Local Government expends \$500,000 or more in Federal awards in its fiscal year, the Local Government must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the Local Government expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, 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 Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://www.cfda.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

(i) The Department at each of the following addresses:

Robert E. Holmden, P.E., Chief
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

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

(ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

(iii) Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Local Government shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the two addresses listed under Subsection 2.03(3)(a) of this Agreement.

(c) 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 OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, or 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) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs the Local Government shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Local Government shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

However, notwithstanding the preceding paragraph, a Project-specific audit shall not be required if the only disbursements of Loan proceeds under this Agreement, including amendments thereto, are for allowance costs.

(5) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, 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 audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, 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. In the event the Department 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.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth in Section 10.07 unless the date is revised by amendment of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROGRAM INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. TITLE TO PROJECT SITE.

No later than the date established by Section 10.07, the Local Government shall have an interest in real property sufficient for the construction and location of any facility planned and designed through Preconstruction Activities free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. If a limited site title certification is accepted at that date, the Department shall establish a date for submittal of a clear site title certification in an amendment or new agreement which provides financing for construction of affected facilities.

4.03. RESERVED.

4.04. RESERVED.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this or subsequent loans, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Preconstruction Activities. The Local Government also covenants that if additional Loan financing is provided for Construction Related Costs by amendment of this Agreement, it will obtain sufficient moneys from other sources as necessary to complete the Project.

4.07. CLOSE-OUT.

The Department may conduct a final inspection of the Preconstruction Activities records, or if this Agreement is amended to fund Construction Related Costs, the Department shall conduct a final inspection of the Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. After the Department establishes the final allowance to be financed by the Loan, the amount may be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay the approved allowance costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for an allowance based on planning, engineering, and administration costs.

Requests by the Local Government for disbursements of the preconstruction funds shall be made using the Department's disbursement request form but shall not require documentation of actual costs incurred. Up to twenty percent of the allowance shall be disbursed after a Loan Agreement is signed. Up to fifty percent of the allowance shall be disbursed after the planning documentation has been completed and accepted. The remainder of the allowance shall be disbursed after all procurement contracts are executed and shall be adjusted to reflect as-bid costs. The Department may disburse the entire estimated allowance amount after acceptance of the plans and specifications or completion of the request for proposals, if the Local Government agrees to an allowance adjustment once all contracts have been bid.

Disbursements for Construction Related Costs shall occur only as a result of an amendment to this Agreement. The following allowance amount will be disbursed after the specified milestone events unless the allowance is reduced pursuant to Section 10.06:

Milestone Event	Amount
Loan Agreement executed	\$ 95,751
Department acceptance of planning documents	239,377
Department acceptance of executed procurement contracts	143,625
Total	\$ 478,753

ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all senior and parity debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Water or Sewer System so as to materially and adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Local Government shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer Systems rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and (7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Failure of the Local Government to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon an event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Obligations defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent shall be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues. However, no such consent is required with respect to issuance of Senior Revenue Obligations as defined in Section 1.01.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If, at any time, the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. RECORDS AND STATEMENTS.

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 three years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

8.03. ACCESS TO WORK SITE.

The Local Government shall provide access to offices and other sites where Preconstruction Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. A final amendment establishing the final allowance costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Local Government has not drawn any of the Loan proceeds within eighteen months after the effective date of this Agreement. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Local Government.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

ARTICLE IX - RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The principal amount of the Loan is \$494,353, which includes \$478,753 to be disbursed to the Local Government and \$15,600 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$9,575 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$478,753. The fee shall be revised with any increase or decrease amendment. The Loan Service Fee shall be based on actual Project costs and will be assessed in the final Loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayments following the final amendment.

Capitalized Interest is computed on the assessed Loan Service Fee at the Financing Rate, or rates and included in the final amendment. It accrues and is compounded annually from the final amendment date until six months before the first Semiannual Loan Payment is due. A service fee assessed in a final amendment occurring later than six months before the first Semiannual Loan Payment date would not accrue Capitalized Interest charges.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 2.14 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 1.07 percent per annum and the Grant Allocation Assessment rate is 1.07 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before October 1, 2009, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the final amendment. The Loan principal and Semiannual Loan Payment amounts may be revised by amendment of the Agreement. After the final disbursement of Loan proceeds, the Loan principal will be adjusted to reflect the actual dates and amounts of disbursements. Accordingly, the Semiannual Loan Payment amount shall be adjusted, taking into consideration any previous payments.

Until the principal amount of the Loan is amended, the Semiannual Loan Payment shall be in the amount of \$15,552. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) shall also be computed on the unpaid balance of the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on January 15, 2013, and semiannually thereafter on July 15 and January 15 of each year until all amounts due have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$503,928, which consists of the Loan principal plus the estimated Loan Service Fee.

10.06. PROJECT RELATED COSTS.

The Local Government and the Department acknowledge that actual Project costs and Preconstruction Activities allowance costs have not been determined as of the effective date of this Agreement. An adjustment to the Preconstruction Activities allowance may be made due to a reduction in the scope of work proposed for construction or based on construction contract bid prices. Failure to achieve Department acceptance of plans and specifications prior to the date specified in Section 10.07 may cause adjustment of the Preconstruction allowance.

Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final allowance amount, and Project costs if financed by this Loan, shall be established in the final amendment. Changes in the Preconstruction Activities allowance or Project costs may also occur as a result of the Local Government's audit or the Department's audit.

The Local Government agrees to the following estimates of the Preconstruction Activities allowance and related costs:

Allowance (Disbursable Amount)	\$	478,753
Capitalized Interest	\$	15,600
TOTAL (Loan Principal Amount)	\$	<u>494,353</u>

The listed allowance is based on estimated construction costs of \$5,000,000, which excludes Capitalized Interest.

10.07. SCHEDULE.

All Preconstruction Activities shall be completed no later than the completion of all Preconstruction Activities date set forth below. Planning activities shall be completed in time to enable the Department to accept the planning documents as scheduled in Subsection (1) below.

- (1) Acceptance of the planning documents by the Department (Design Authorization) no later than June 15, 2010.
- (2) Design of all Project facilities proposed for loan funding no later than June 15, 2011.
- (3) Certification of availability of all sites for facilities proposed for loan funding no later than June 15, 2011.
- (4) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than December 15, 2011.
- (5) Completion of all Preconstruction Activities for all Project facilities proposed for loan funding no later than January 15, 2012.
- (6) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than July 15, 2012.
- (7) Unless deferred by amendment, provide certifications under Subsection 2.01(10) beginning October 15, 2012, and annually thereafter no later than September 30 of each year until the final Semiannual Loan Payment is made.
- (8) Unless this Agreement is amended to provide construction financing, the first Semiannual Loan Payment in the amount of \$15,552 shall be due January 15, 2013.

10.08. SPECIAL CONDITIONS.

(1) Prior to the release of any funds, the Local Government shall submit a certified copy of an authorizing Resolution which authorizes the application, establishes Pledged Revenues, and designates an Authorized Representative for signing the application and executing the agreement.

(2) Prior to the release of any funds, the Local Government shall submit a legal opinion which addresses the availability of Pledged Revenues, the right to increase rates and the subordination of the Pledged Revenues.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW641090 shall be executed in three 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 Agreement to be executed on its behalf by the Deputy Director and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Deputy Director.

for
CITY OF QUINCY

City Manager

Attest

I attest to the opinion expressed in Section
2.02, entitled Legal Authorization.

City Clerk

SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Deputy Director
Division of Water Resource Management

Date

RECEIVED

DEC 04 2013

FINANCE



CITY OF QUINCY
OPERATING ACCOUNT
404 W JEFFERSON ST
QUINCY FL 32351-2328

Date 11/29/13
Primary Account

Page 4
XXXXXX6401

SUPERNOW

XXXXXX6401 (Continued)

DEPOSITS AND OTHER CREDITS

Date	Description	Amount
11/08	STATE OF FLORIDAPAYMENTS CTX ST*820*000001459\ BPR*C*3905.13*C*ACH*CTX*01*063 000021*DA*2079900545225*900139 5052**01*063100688*DA*66732264 01*131108\ TRN*1*092155780252854\ N1*PE*CITY OF QUINCY\ N1*PR*STATE OF FLORIDA\ PER*AD*HQ, ACCOUNTING - LYNN R	3,905.13
11/08	Point Pay Coll 8888916064CCD 6058	3,161.71
11/08	CASS INFO. CARR.CONC ACCTSCCD CITY032351A	668.02
11/08	MERCHANT SERVICEMERCH DEP CCD 0852897727	380.00
11/08	Deposit	72,960.19
11/12	Point Pay Coll 8888916064CCD 6058	4,064.05
11/12	CASS INFO. CARR.CONC ACCTSCCD CITY032351A	804.39
11/12	MERCHANT SERVICEMERCH DEP CCD 0852897727	500.00
11/12	AVISTA ADVANTAGEEDI PYMNTSCTX ST*820*000000266\ BPR*C*315.73*C*ACH*CTX*01*1210 00248*DA*004010017267*19117010 28**01*063100688*DA*6673226401 *20131112*VEN\ TRN*1*CITY OF QUINCY, FL\ REF*VN*9359\ REF*BT*9359\ N1*PR*AVISTA ADVANTAGE\ 	315.73

00000139-0001245-0004-0018-FCC31545113013133431-01-L



**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: May 13, 2014

Date Submitted: May 8, 2014

TO: Honorable Mayor and Members of the Commission

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

SUBJECT: Second Reading of Ordinance Number 1062-2014 to Utilize **Solely the Code Magistrate Process for Code Enforcement Process**

Statement of Issue:

On April 8, 2014, the City Commission voted unanimously to approve the first reading of Ordinance Number 1062-2014, regarding the use of the Code Magistrate process for addressing code violations in the City. The Ordinance has been properly noticed in the Gadsden County Times issue of April 24, 2014 for hearing on May 13, 2014. Please see attached: 1) Ordinance Number 1062-2014, and 2) the minutes of the Commission meeting of April 8, 2014 approving the first reading of Ordinance Number 1062-2014.

Background:

The City's Code, Chapter 2, Section 2.502, provides for the use of the Code Enforcement Board and the Code Magistrate for the enforcement of code violations in the City. Utilizing the Code Enforcement Board and the Code Magistrate makes addressing code violations time consuming. So in the past several years, the City has been utilizing the Code Magistrate process alone to address code violations because it is a simpler process which has resulted in greater compliance and a cleaner environment. The City's attorney reviewed the process that is currently in place and came to the conclusion that it would be appropriate for the City to clarify the code by removing the use of the Code Enforcement Board and to rely solely on the Code Magistrate process for addressing code violations. The proposed revision removes all sections of Chapter 2 pertaining to the creation of, and functions of the Code Enforcement Board.

OPTIONS:

Option 1: Approve the Second Reading of Ordinance Number 1062-2014.

Option 2: Do not approve the Second Reading of Ordinance Number 1062-2014.

Staff Recommendation:

Option 1

Attachments:

- 1) Ordinance Number 1062-2014.
- 2) Minutes of the Commission Meeting of April 8, 2014.

ATTACHMENT 1

ORDINANCE NO. 1062-2014

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

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

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

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

Sec. 2-501. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 2-506. Enforcement procedure.

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

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

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

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

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

Sec. 2-507. Hearing procedures.

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

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

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

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

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

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

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

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

by the date specified in the order, the board Special Magistrate shall issue an order acknowledging compliance which shall be recorded in the public records. ~~A hearing is not required to issue such an order acknowledging compliance.~~ No hearing is required therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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