

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

**Tuesday,
November 22, 2016
6:00 PM**

City Hall Commission Chambers

City Commission

**Derrick Elias, Mayor (Commissioner District Three)
Andy Gay, Mayor Pro-Tem (Commissioner District Four)
Angela Sapp (Commissioner District Two)
Daniel McMillan (Commissioner District Five)**

AGENDA FOR THE REGULAR MEETING
OF THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday~November 22, 2016
6:00 PM
CITY HALL CHAMBERS

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 11/08/2016 Regular Meeting
(Sylvia Hicks, City Clerk)

Proclamations

Public Hearings and Ordinances as scheduled or agended

2. Ordinance No. 1083-2016 Zoning Map Change on Second Reading
(Mike Wade, City Manager; Bernard Piawah, Building and Planning Director)
3. Ordinance No. 1084-2016 Revising Alcoholic Beverage Distance Separation on First Reading
(Mike Wade, City Manager; Bernard Piawah, Building and Planning Director)
4. Ordinance No. 1086-2016 Police and Firefighters Pension
(Mike Wade, City Manager; Scott Shirley, City Attorney)

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

5. Resolution No. 1349-2016 - Temporary Road Closing for Christmas Parade
(Mike Wade, City Manager; Glenn Sapp, Police Chief)
6. Resolution No. 1350-2016 - Amended and Restated MGAG Contract
(Mike Wade, City Manager; Scott Shirley, City Attorney)

Reports by Boards and Committees

Reports, requests and communications by the City Manager

7. Sheline Land Purchase
(Mike Wade, City Manager; Bernard Piawah, Building and Planning Director)
8. 2016 Garbage Rate Adjustment
(Mike Wade, City Manager; Ted Beason, Finance Director)
9. City of Quincy Christmas Parade
(Mike Wade, City Manager; Greg Taylor, Parks and Recreation Director)
10. Police Department Monthly Traffic Report
(Mike Wade, City Manager; Glenn Sapp, Police Chief)
11. Finance Reports
 - P-Card Statements
 - Arrearage Report
 - Cash Requirements
 - Finance Report

(Mike Wade, City Manager; Ted Beason, Finance Director)

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

Comments

a) City Manager

- Consideration for Formal Appointment of a representative to the Tourism Development Council Board
- Due to the special City election, the first City Commission meeting in December will be held on Monday December 12th.

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

Comments from the Audience

Adjournment

*Items(s) Not in Agenda Packet

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

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

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
NOVEMBER 08, 2016
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday, November 08, 2016, with Mayor Commissioner Elias presiding and the following present:

Commissioner Angela Sapp
Commissioner Daniel McMillan
Commissioner Gerald A. Gay, III
Commissioner Keith A. Dowdell

Also Present:

City Manager Mike Wade
City Attorney Scott Shirley
City Clerk Sylvia Hicks
Finance Director Ted Beason
Public Works Director Reginald Bell
Police Chief Glenn Sapp
Building and Planning Director Bernard Piawah
Human Resources Director Bessie Evans
Fire Chief Curtis Bridges
Park and Recreation Director Greg Taylor
Customer Service Supervisor Catherine Robinson
Community Redevelopment Agency Manager Regina Davis
City Manager Administrative Assistant Vancheria Perkins
Main Street Executive Director Joe Munroe
Dewberry Engineers Representative Matt Chester
Sergeant at Arms Officer Curtis Hunter

Also Present: Former Mayor Commissioner Millie Forehand

Call to Order:

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

Approval of Agenda

Commissioner Sapp made a motion to approve the agenda of November 8, 2016. Commissioner McMillan seconded the motion. The ayes were unanimous. The motion carried four to zero.

Special Presentations by the Mayor or Commission

Approval of the Minutes of the previous meeting

Approval of the Minutes of October 25, 2016 Regular Meeting

Commissioner Gay made a motion to approve the minutes of the October 25, 2016 regular meeting with corrections if necessary. Commissioner Sapp seconded the motion. The motion carried four to zero.

Proclamations

Public Hearings and Ordinances as scheduled or agended

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

Frieda Bass-Prieto of 329 East King Street came before the Commission to ask the Commission to consider using the SCOP grant along with the funds we have budgeted to pave from Madison Street to Cleveland Street.

Joe Munroe of 313 North Jackson Street came before the Commission to reiterate the statement that Ms. Bass-Prieto made regarding paving King Street.

Ordinances: None

Commissioner Dowdell entered the meeting

Resolutions

Resolution No. 1348-2016 – Authorizing a Small Communities Outreach Program (SCOP) Agreement for the Milling and Resurfacing of King Street (Along with item No. 3)

Reports by Board and Committees

Reports, requests and communications by the City Manager

Florida Department of Transportation and City of Quincy SCOP Agreement

Commissioner McMillan made a motion to enter into a Small County Outreach Program Agreement with Florida Department of Transportation (FDOT), authorize the Mayor to execute two originals of the agreement and approve Resolution No 1348-2016 entering into contract with FDOT for the King Street project as proposed. Commissioner Sapp seconded the motion. Mayor Elias stated that Ms. Bass brought up the concept of paving from Madison Street. Commissioner Sapp stated that at the September 27th meeting she asked

the City Manager if the funds could be used to complete Martin Luther King Jr. Blvd. and he stated yes and she will continue to fight for the paving of MLK. She stated it is a heavily traffic area. Commissioner Gay stated that he had met with the consultant and they had discussed paving some of the side streets in the City. Commissioner McMillan stated that we need to be cost effective and not have the contractor equipment around. Commissioner McMillan asked the amount of funds that were placed in the line item. Mr. Beason stated \$250,000. Commissioner McMillan also stated that someone from Public Works needs to tell us what streets need to be paved the most. Commissioner Dowdell stated that both MLK and King Street are both heavily traveled thoroughfares. Commissioner Dowdell also stated we need a workshop to compare the small side streets to the large ones. Matt Chester of Dewberry stated that broken into phases to complete MLK it will cost approximately \$250,000 to \$275,000. He stated that the reason we paved MLK to Pat Thomas is because when we submitted the application to FDOT they saw that we had funds to pave a portion of the street so they went on and paved it for us. The motion carried five to zero.

Fire Department Report – No Comments

- District Calls
- Monthly Activity Report
- Quarterly Report

Finance Reports – No Comments

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

Comments

City Manager

City Manager Mike Wade reported that Mr. Barfield has retired and Mr. Phillip Garner is in training this week but will follow up.

City Manager Mike Wade reported that street light repairs are ongoing and we have repaired 29 street lights; 24 just this past month.

City Manager Mike Wade announced that the City is starting our annual cleanup beginning on November 10th thru November 23rd for bulky items and white goods. The cleanup will begin on the south side of US 90 on November 10th – 16th, 2016 and the north side of US 90 November 17th - 23rd 2016.

City Clerk – None

City Attorney

City Attorney Scott Shirley advised the Commission that they approve the settlement agreement in the Christopher Stokes vs. City of Quincy, U.S. District Court in the Northern District of Florida, Tallahassee Division, Case No: 4:15-cv-00058-WS/CAS. Proposed

Settlement Agreement currently to mediation confidentiality. He stated as a result of mediation the settlement of \$190,000 was agreed to with no one admitting guilt with a non-disparaging clause. Commissioner Dowdell made a motion to approve the general release and settlement agreement. Commissioner Sapp seconded the motion. The motion carried five to zero.

Commission Members

Commissioner Dowdell – None

Commissioner Gay - None

Commissioner Sapp asked the Manager if it was possible for her to use City Hall on Tuesdays and Wednesdays from 5:00 pm until 6:00 pm. The Manager agreed.

Commissioner Sapp asked if MLK could be re-stripped.

Commissioner Sapp stated that we need to check on abandoned cars in her district as well as semi-trucks parking in the neighborhood on weekends.

Commissioner Sapp stated that we should post a no burning campaign due to the drought.

Commissioner McMillan thanked Public Works for the cleanup in Hillcrest Cemetery.

Commissioner McMillan also stated that he is still receiving calls regarding the traffic light at US 90 and Pat Thomas Parkway.

Comments from the Audience

Millie Forehand of 627 South 11th Street thanked Commissioner Sapp for bringing up the striping on MLK. Ms. Forehand asked the Commission to consider paving Stewart Street. Ms. Forehand asked the Commission who responsibility is it to fix the erosion on her property located at 345 South 11th Street caused by the creek running behind her property. The Attorney stated it may be sovereign of the state.

Mayor Elias asked the Manager how we are coming with filing the vacancies. The Manager stated we are working on it. The applications we have are not what we are looking for; they don't have the experience.

Mayor Elias stated that he had received a call from someone outside the City limits (Hogan Lane) indicating that the Fire Department was responding to a fire that was not at their home but the Fire truck damaged their driveway. Who takes on the responsibility? The City Attorney stated he will check on that.

Mayor Elias asked for approval for the second meeting in December to be cancelled. Commissioner Gay made a motion to cancel the seconded meeting in December. Mayor Elias seconded the motion. Upon roll call by the Clerk the ayes were: Commissioners Sapp, McMillan, Gay, Dowdell and Elias. The motion carried five to zero.

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

APPROVED:

Derrick D. Elias Mayor and Presider
Officer of the City Commission and
City Commission

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: November 22, 2016

DATE SUBMITTED: November 15, 2016

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: First Reading of Ordinance No. 1084-2016 Revising the Alcohol Ordinance to Provide an Exception for Restaurants and Convenience Stores from the Distance Separation Requirement of Sec. 6-1(a)(5).

Statement of Issue:

The City is proposing to revise the alcohol ordinance to provide an exception for restaurants and convenience stores from the distance separation requirements of Sec. 6-1(a)(5) of the code which establishes a separation distance of 150 feet between lounges, convenience stores (selling alcohol beverage of any kind) or establishments selling any alcoholic beverage, except a bona fide restaurant located in the downtown district area, and special events when a permit has been approved and issued by the city commission. The proposed revision went through a workshop on October 25, 2016 during which staff was directed to bring back the ordinance for First Reading with the proposal to provide a exception to restaurants and convenience stores from the requirement for a distance separation between two places that sell alcoholic beverages. The City's staff is recommending that the City Commission approve the proposed change to the ordinance.

Background:

Ordinance 1084-2016 was initially presented to the City Commission for First Reading on October 11, 2016. The proposal for change in that version of the ordinance was very narrow and limited to an exception for an existing convenience store building along Pat Thomas and US 90 that meet certain criteria. The motion for that version of the ordinance passed with a condition that it be consistent with state law thereby suggesting that the entire Sec. 6-1(a)(5) of the code be deleted. Since the proposal to delete Sec. 6-1(a)(5) was not in the title that was advertised in the newspaper for hearing, the attorney indicated that a new title would have to be advertised for First Reading. During subsequent discussions at the meeting, a member of the Commission raised the point that it was unclear what the impact of deleting the entire Sec. 6-1(a)(5) of the code would be and for that reason recommended that the proposal go

through a workshop. There was a consensus that a workshop, to further explore the matter, would be useful.

Thus, on October 25, 2016 a workshop was held and after a healthy discussion of the subject matter, Commissioners recommended that the ordinance be revised to provide an exception for restaurants and convenience stores from the distance separation requirements of Sec. 6-1(a)(5). The Ordinance for adoption today is consistent with that directive.

Proposed Change:

The City's staff is recommending that the following change be made to Paragraph (a)(5) of the code:

(5) No Lounge, ~~convenience store~~ (selling alcohol beverage of any kind) or establishment selling any alcoholic beverage shall operate (however see Section 8, Package Stores below) one hundred fifty feet of any other established, location in the city for which a license has been issued under the state beverage law, which distance shall be measured along the shortest straight line between the nearest point of the respective properties on which the places of business are located. ~~except for bona fide restaurants located in the Downtown District Area and~~ Notwithstanding the above, such distance separation shall not apply to bona fide restaurants, convenience stores and special events when a permit has been approved and issued by the City Commission.

OPTIONS:

- Option 1: Approve Ordinance No. 1084-2016 on First Reading providing an exception to restaurants and convenience stores from the distance separation requirement of Sec.6-1(a)(5) of the alcohol ordinance.
- Option 2: Do not approve the proposed Ordinance on First Reading.

Staff Recommendation:

Option 1

ATTACHMENTS:

- 1. Draft Ordinance 1084-2016; and
- 2. Memo for the meeting of October 11, 2016

ATTACHMENT 1:

ORDINANCE NUMBER 1084-2016

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT TO CODE OF ORDINANCES SECTION 6-1 TO CREATE A LIMITED EXCEPTION FOR A BONA FIDE RESTAURANT AND CONVENIENCE STORE FROM THE REQUIREMENT FOR A DISTANCE SEPARATION OF FROM CERTAIN ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES IN DESIGNATED AREAS OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. Findings.

WHEREAS, City Code of Ordinances Section Sec. 6-1 establishes, among other things, separation distances between establishments selling alcoholic beverages, including separation from other businesses selling alcoholic beverages; and

WHEREAS, Code of Ordinances Sec. 6-1(a)(5) establishes a separation distance of 150 feet between lounges, convenience stores (selling alcohol beverage of any kind) or establishments selling any alcoholic beverage, except a bona fide restaurant located in the downtown district area, and special events when a permit has been approved and issued by the city commission; and

WHEREAS, the City Commission seeks to amend such distance separation so as to exempt bona fide restaurants and convenience stores from the distance separation requirement; and

WHEREAS, creating the limited exception herein is consistent with protecting the public health, safety and welfare.

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

SECTION 2. Amendment of Code of Ordnances Section 6-1. Code of Ordinances Section 6-5, is hereby amended as follows:

Sec. 6-1. - Location of alcohol-related business.

(a) It shall be unlawful for any person licensed under the state beverage law to conduct, operate or carry on any place of business for the sale of alcoholic beverages within the following places:

(1) – (4) No change.

(5) No Lounge, ~~convenience store~~ (selling alcohol beverage of any kind) or establishment selling any alcoholic beverage shall operate (however see Section 8, Package Stores below) one hundred fifty feet of any other established, location in the city for which a license has been issued under the state beverage law, which distance shall be measured along the shortest straight line between the nearest point of the respective properties on which the places of business are located. ~~except for bona fide restaurants located in the Downtown District Area and~~ Notwithstanding the above, such distance separation shall not apply to bona fide restaurants, convenience stores and special events when a permit has been approved and issued by the City Commission.

(6) – (13) No change.

SECTION 3. Severability.

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

SECTION 4. Copy on File.

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

SECTION 5. Effective Date.

This Ordinance shall take effect upon passage.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this 22 day of November, A.D. 2016.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this ___ day of ___, A.D. 2016.

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 OF QUINCY
CITY COMMISSION
AGENDA REQUEST

DATE OF MEETING: October 11, 2016

DATE SUBMITTED: October 5, 2016

TO: Honorable Mayor and Members of the City Commission

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

**SUBJECT: First Reading of Ordinance No. 1084-2016 Pertaining to
Alcoholic Beverage Distance Separation**

Statement of Issue:

The City is proposing to make a small change to the alcohol ordinance with respect to the distance separation between places that sell alcoholic beverages along the city's major commercial corridors (U.S. Highway 90 and State Road 267). The proposed change to the code will provide an exception to existing convenience store buildings along these corridors to reopen where alcohol was once sold. The impetus for this change came from Commission members during the meeting of July 26, 2016 whereby staff was directed to revisit the alcohol ordinance with respect to the distance separation between the places that sell alcoholic beverages because such reassessment could enable certain currently vacant convenience store buildings along our major commercial corridors to reopen which will help enhance the City's tax base. Subsequently, a draft language of the proposed change was discussed in a public workshop on August 23, 2016 after which it was taken to the Planning and Development Review Board (PDRB) for review. The PDRB met on September 20, 2016, during which they recommended approval of the proposed change. The City's staff is equally recommending that the City Commission approve the proposed change to the ordinance. See attached the draft ordinance and PDRB minutes.

Background:

The City's code disallows the sale of alcoholic beverages except in identified zoning districts along the City's major commercial corridors: U.S. Highway 90 and State Road 267, as well as along Crawford Street. Specifically, the code stated in Section 6-1 (a)(5) that no lounge, convenience store or establishment selling any alcoholic beverage shall operate within a one hundred fifty feet of any other established location in the city for which a license has been issued under the state beverage law for the

sale of alcoholic beverages except for-bona fide restaurants located in the Downtown District Area and special events when a permit has been approved and issued by the City Commission. Based on Section 6-1 (a)(5), a vacant convenience store location, for example, that once sold alcoholic beverages cannot reopen with the sale of alcoholic beverages if another place that sells alcohol has already opened within 150 feet of that vacant convenience store location.

This City would like to modify the code to provide an exception that would enable existing vacant convenience store buildings along US 90 and SR 267 that once sold alcoholic beverages to reopen. The advantage of this modification of the code is that it will promote the full economic utilization of the vacant convenience store buildings along the City's two major commercial corridors; the resultant effect of which is more jobs for the people of Quincy and a boost to the City's tax base and economy.

Suggested Change:

The City's staff is recommending that the following language be added to Paragraph (a)(5) of the code:

"No Lounge, convenience store (selling alcohol beverage of any kind) or establishment selling any alcoholic beverage shall operate (however see Section 8, Package Stores below) one hundred fifty feet of any other established, location in the city for which a license has been issued under the state beverage law, which distance shall be measured along the shortest straight line between the nearest point of the respective properties on which the places of business are located, except for-bona fide restaurants located in the Downtown District Area and special events when a permit has been approved and issued by the City Commission. The distance separation required in this paragraph shall not apply to the proposal to reopen the sale of alcoholic beverages (excluding a package store) in an existing building, located on lands zoned C-1 or C-2 along the U.S Highway 90 and State Road 267 corridors in which the sale of alcoholic beverages once took place and the building has not been substantially altered for some other uses that did not involve the sale of alcohol. (Substantial alteration in this context is an alteration whose value did not exceed 50% of the value of the property)."

OPTIONS:

Option 1: Approve the proposed change to the alcohol ordinance.

Option 2: Do not approve the proposed change to the alcohol ordinance.

Staff Recommendation:

Option 1

ATTACHMENTS:

3. Draft Ordinance 1084-2016; and
4. Minutes of PDRB Meeting of September 20, 2016

ATTACHMENT 1

ORDINANCE NUMBER 1084-2016

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT TO CODE OF ORDINANCES SECTION 6-1 TO CREATE A LIMITED EXCEPTION FROM REQUIREMENT FOR SEPARATION OF CERTAIN ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES IN DESIGNATED AREAS OF CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. Findings.

WHEREAS, City Code of Ordinances Section Sec. 6-1 establishes, among other things, separation distances between establishments selling alcoholic beverages, including separation from other businesses selling alcoholic beverages; and

WHEREAS, Code of Ordinances Sec. 6-1(a)(5) establishes a separation distance of 150 feet between lounges, convenience stores (selling alcohol beverage of any kind) or establishments selling any alcoholic beverage, except a bona fide restaurant, bona fide restaurants, sports bars located in the downtown district area, and special events when a permit has been approved and issued by the city commission; and

WHEREAS, the City Commission seeks to create another exception to such distance separation where there is a proposal to reopen the sale of alcoholic beverages (excluding a package store) in an existing building, located in certain designated areas of the City in which building the sale of alcoholic beverages once took place and such building has not been substantially altered for some other uses that did not involve the sale of alcohol; and

WHEREAS, creating the limited exception herein is consistent with protecting the public health, safety and welfare.

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

SECTION 2. Amendment of Code of Ordnances Section 6-1. Code of Ordinances Section 6-5, is hereby amended as follows:

Sec. 6-1. - Location of alcohol-related business.

(a) It shall be unlawful for any person licensed under the state beverage law to conduct, operate or carry on any place of business for the sale of alcoholic beverages within the following places:

(1) – (4) No change.

(5) No Lounge, convenience store (selling alcohol beverage of any kind) or establishment selling any alcoholic beverage shall operate (however see Section 8, Package Stores below) one hundred fifty feet of any other established, location in the city for which a license has been issued under the state beverage law, which distance shall be measured along the shortest straight line between the nearest point of the respective properties on which the places of business are located, except for bona fide restaurants located in the Downtown District Area and special events when a permit has been approved and issued by the City Commission. The distance separation required in this paragraph shall not apply to the proposal to reopen the sale of alcoholic beverages (excluding a package store) in an existing building, located on lands zoned C-1 or C-2 along the U.S Highway 90 and State Road 267 corridors in which the sale of alcoholic beverages once took place and the building has not been substantially altered for some other uses that did not involve the sale of alcohol. (Substantial alteration in this context is an alteration whose value did not exceed 50% of the value of the property).

(6) – (13) No change.

SECTION 3. Severability.

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

SECTION 4. Copy on File.

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

SECTION 5. Effective Date.

This Ordinance shall take effect upon passage.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this 11th day of October, A.D. 2016.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this ___ day of ___, A.D. 2016.

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

ATTACHMENT 2

PLANNING AND DEVELOPMENT REVIEW BOARD

REGULAR MEETING CITY HALL, QUINCY, FLORIDA

SEPTEMBER 20, 2016

6:00 PM

The Planning and Development Review Board (PDRB) met at City Hall in Quincy, Florida on Tuesday, September 20, 2016 at 6:00 P.M. and the following were present:

Mr. Alvin Young
Ms. Denise Hannah
Mr. Willie Reeves
Ms. Judy Ware; via telephone

Members Absent:
Mr. Tommy Skipper
Ms. Kimberly Williams
Mr. Dan Hooker

Staff in Attendance:

Bernard Piawah, Director, Building and Planning;
Betty Powell, Administrative Assistant; and
John Rudolph, Attorney

The meeting was called to order by the Acting Chairperson, Mr. Alvin Young, followed by roll call, meeting a quorum.

A motion to approve the minutes of the previous meetings, August 16, 2016 with any corrections was made by Ms. Denise Hannah. The motion was seconded by Mr. Willie Reeves and the motion passed. The ayes were unanimous.

Item for Discussion:

1. Review of Small Scale Amendment to Future Land Use Map.

Mr. Piawah addressed the Board and stated that this agenda item involves the proposal to make small scale amendments to the City's comprehensive plan Future Land Use Map. The proposed changes involve 11 small parcels that were purchased with Florida Communities Trust Fund in order to implement the Tanyard Creek Preservation Park and Management Plan. Under the conditions of the

grant and the management plan, these parcels are required to be changed to Conservation Overlay in order to ensure the protection of the area while allowing some passive recreation activities in the area.

After the discussion, Mr. Young asked what the parcels would be used for? Mr. Piawah answered stating that the parcels will be used consistent with the management plan; i.e., walking trails and parking spaces. Mr. Piawah, further stated that the City is proposing to assign the designation of Conversation Overlay to these parcels as required by the Management Plan.

Mr. Piawah informed the Board of their options:

Option 1: Vote to recommend approval of the proposed small scale amendments

Option 2: Vote to recommend denial of the proposed small scale amendments.

The Chairman asked for a motion and recommendation

Ms. Denise Hannah made a motion to accept Option 1; to recommend approval of the small scale Amendment and the motion was properly seconded by Mr. Willie Reeves and the motion passed. The ayes were unanimous.

2. Review of Proposed Changes to the Zoning Map.

Mr. Piawah addressed the Board informing them that this agenda item involves the proposal to make small changes to the City's zoning atlas. The proposed changes involve 11 small parcels that were purchased with Florida Communities Trust fund in order to implement the Tanyard Creek Preservation Park and Management Plan. Under the conditions of the grant and management plans these parcels are required to be changed to Conversation overlay in order to ensure the protection of the area while allowing some passive recreation activities in the area. After discussion, Ms. Hannah asked Mr. Piawah if the proposed changes would affect residential properties in the area. He stated that it will not affect any homeowners in the areas. Mr. Piawah stated that the parcels are scattered along Tanyard Creek on the southwest of the City in the vicinity of Stewart Street, Key Street and 8th Street ranging in size from 0.14 acres to 1.5 acres. The proposed zoning changes are consistent with the City's comprehensive plan and the proposed designation will ensure the protection of the area and further the Tanyard Creek Preservation Park and Management Plan.

Mr. Piawah informed the Board of their options:

Option1: Vote to recommend approval of the proposed zoning changes.

Option 2: Vote to recommend denial of the proposed zoning changes.

The Chairman asked for a motion and recommendation.

Ms. Denise Hannah made a motion to accept Option 1; to recommend approval of the proposed changes and the motion was properly seconded by Mr. Willie Reeves and the motion passed. The ayes were unanimous.

3. Review of Proposed Changes to the Alcohol Ordinance

Mr. Piawah addressed the Board and stated that the City Commission met to review the proposed revision to the alcohol ordinance and directed staff to bring it back in ordinance form after review by the Planning and Development Review Board. He mentioned that the City Commission had directed staff during the meeting of July 26, 2016 do an assessment of the ordinance with respect to the distance separation between the places that sell alcoholic beverages along the major commercial corridors. This reassessment would enable currently vacant convenient store building along our major corridors; U.S. Highway 90 and State Road 267 that once sold alcoholic beverages to reopen, which will help enhance the City's tax base. The City's staff has reevaluated the ordinance as directed and has come up with some changes that could be made to the code to address the issue.

Mrs. Francis Kelley and Mr. JR Kelley were present and Mr. Kelley addressed the Board informing the Board for their reason for addressing this issue. He stated that his parents bought the property and built the Convenience store and it has always been a convenience store for about fifty years. In 1977, they sold the business to a family, and without their knowledge, the location was sub-leased to a tenant and he went across the street and opened another store called "Golden Falcoln", at which time the Beer and the person allowed the beer and wine License to lapse (again without their knowledge). Mr. Francis indicated that they now have a new tenant that has invested more than seventy thousand dollars into the building for repairs and wants to reopen as a convenience store; they added that without the Beer and Wine license, the business would not survive. He further stated that they were going to request for a variance but found out that they could not do so because the variance provisions of the code does not apply to situations like this. They also added that that they have talked the merchants in the area and they were in agreement with them re-opening as a convenience store.

Mr. Piawah informed the Board of their options:

Option 1: Recommend approval of the proposed change to the code

Option 2: Do not recommend approval of the proposed change to the code.

After further discussion, the Chairman asked for a motion and recommendation.

Ms. Denis Hannah made a motion to accept Option 1 to approve the proposed change to the code the motion was properly seconded by Mr. Willie Reeves and the motion passed. The ayes were unanimous.

Ms. Hannah stated that the Board needed a permanent Chair and new members and Mr. Piawah Indicated that he agrees and will do something about that.

Mr. Young asked for a motion to adjourn; there was a motion to adjourn and was properly seconded by Mr. Willie Reeves. The meeting adjourned.

APPROVED:

Chairman

Date

ATTEST:

Board Secretary

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

DATE OF MEETING: November 22, 2016

DATE SUBMITTED: November 15, 2016

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: **Second Reading of Ordinance No. 1083-2016: Zoning Map Change**

Statement of Issue:

This is a request for Second Reading of Ordinance No. 1083-2016 pertaining to proposed changes to the City's zoning atlas. The City Commission approved the first reading of the ordinance on October 25, 2016. The proposed changes involve 11 small parcels that were purchased with Florida Communities Trust fund in order to implement the Tanyard Creek Preservation Park and Management Plan. The assigned designation of "Conversation Overlay" is consistent with the recommendations of Florida Communities Trust and the Management Plan. The City's staff is recommending that the City Commission approve the Second Reading of the proposed changes to the Zoning Atlas.

OPTIONS:

- Option 1: Approve Ordinance No. 1083-2016 making changes to the zoning map on Second and Final Reading.
- Option 2: Do not approve the Second Reading of Ordinance No. 1083-2016 making changes to the zoning map.

Staff Recommendation:

Option 1

ATTACHMENTS:

1. Draft Ordinance 1083-2016 for Second Reading;
2. Location Maps; and
3. Agenda Packet from the Meeting of October 25, 2016

ATTACHMENT 1

ORDINANCE NO. 1083-2016

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING THE CITY OF QUINCY ZONING MAP AS ADOPTED BY ORDINANCE NUMBER 789 ON AUGUST 11, 1992, AS MAY HAVE BEEN AMENDED FROM TIME TO TIME; PROVIDING FOR FINDINGS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR TITLE OF ZONING MAP AMENDMENT; PROVIDING FOR ZONING MAP AMENDMENT BY ADOPTING NEW ZONING DESIGNATIONS FOR THE CERTAIN IDENTIFIED PARCELS TO CORRESPOND WITH CONTEMPORANEOUSLY ADOPTED FUTURE LAND USE DESIGNATIONS FOR SUCH PARCELS IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. Findings.

WHEREAS, pursuant to the requirements of the Community Planning Act, Chapter 2011-139, Laws of Florida, amending Chapter 163, Part II, Florida Statutes, (formerly the Local Government Comprehensive Planning and Land Development Regulation Act of Chapter 163, Part II, Florida Statutes, and former Chapter 9J-5, Florida Administrative Code) (hereinafter “Community Planning Act”) the City of Quincy has adopted and has in effect the City of Quincy Comprehensive Plan; and

WHEREAS, to implement the Comprehensive Plan and as required by Section 163.3202, Florida Statutes, the City has adopted a Land Development Code by Ordinance No. 789 effective on August 11, 1992, as may have been amended from time to time, which code includes Zoning Designations that are consistent with and implement the Comprehensive Plan Future Land Use Map designations for all parcels of land within the City; and

WHEREAS, contemporaneous herewith, the City has adopted amendments to the Comprehensive Plan Future Land Use Map to include land use designations for a number of parcels which were acquired by the City for inclusion in Tanyard Creek Park, designating such parcels as Conservation Overlay; and

WHEREAS, the City now desires to enact amendments and additions to the City Zoning Map to include the zoning designation of Conservation for all parcels included in the Comprehensive Plan Future Land Use Map amendments adopted contemporaneously herewith; and

WHEREAS, the public hearings required to be held by Florida Statutes and City code have been appropriately noticed and held by the Planning and Development Review Board, functioning as the Local Planning Agency, and by the City Commission.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF QUINCY, FLORIDA THAT THE CITY OF QUINCY ZONING MAP IS HEREBY AMENDED AS FOLLOWS:

SECTION 2. Purpose and Intent.

This ordinance is enacted pursuant to Section 2(b), Article VIII of the Constitution of the State of Florida in order to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 3215, Florida Statutes.

SECTION 3. Title of City Zoning Map Amendment.

This zoning map amendment of the City of Quincy, Florida shall be entitled Zoning Map Amendment 2016 – 1.

SECTION 3. Zoning Map Amendment Adopted.

The City of Quincy Zoning Map (Ordinance No. 789 effective on August 11, 1992, as may have been amended from time to time) is hereby amended as follows:

Site No. 1: Located on Stewart Street (approximately 0.33 acres, Parcel Number 3-12-2N-4W-0000-00411-1300), zoned “Conservation Floodprone”

Site No. 2: Located on Key Street (approximately 0.48 acres, Parcel Number 3-12-2N-4W-0000-00411-0500), zoned “Conservation Floodprone”

Site No. 3: Located on Clark Street (approximately 1.5 acres, Parcel Number 33-12-2N-4W-0000-00143-1400), zoned “Conservation Floodprone”

Site No. 4: Located on Clark Street (approximately 0.38 acres, Parcel Number 3-12-2N-4W-1110-00002-0060), zoned “Conservation Floodprone”

Site No. 5: Located on Crawford Street (approximately 0.37 acres, Parcel Number 3-12-2N-4W-1110-00002-0010), zoned “Conservation Floodprone”

Site No. 6: Located on 8th Street (approximately 0.19 acres, Parcel Number 3-12-2N-4W-0000-00143-0900), zoned “Conservation Floodprone”

Site No. 7: Located on Crawford Street (approximately 0.14 acres, Parcel Number 3-12-2N-4W-1110-00001-0040), zoned “Conservation Floodprone”

Site No. 8: Located on Crawford Street (approximately 0.28 acres, Parcel Number 3-12-2N-4W-1110-00001-0050), zoned “Conservation Floodprone”

Site No. 9: Located on 9th Street (approximately 0.31 acres, Parcel Number 3-12-2N-4W-1110-00001-0042), zoned “Conservation Floodprone”

Site No. 10: Located on Jefferson Street (approximately 0.22 acres, Parcel Number 3-12-2N-4W-1110-00001-0010), zoned “Conservation Floodprone”

Site No. 11: Located on Jefferson Street (approximately 0.28 acres, Parcel Number 3-12-2N-4W-1110-00001-0011), zoned “Conservation Floodprone”

SECTION 4. Severability

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

SECTION 5. Copy on File

A certified copy of the enacting Ordinance with all exhibits and attachments shall be filed with the City Clerk of the City of Quincy.

SECTION 6. Effective Date

This Ordinance shall become effective at such time as the Comprehensive Plan Future Land Use Map amendment adopted contemporaneously herewith in Ordinance No. 1082-2016 becomes effective as is specified in Section 9 of said ordinance.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this 25th day of October, A.D. 2016.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this 22nd day of November, A.D. 2016.

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

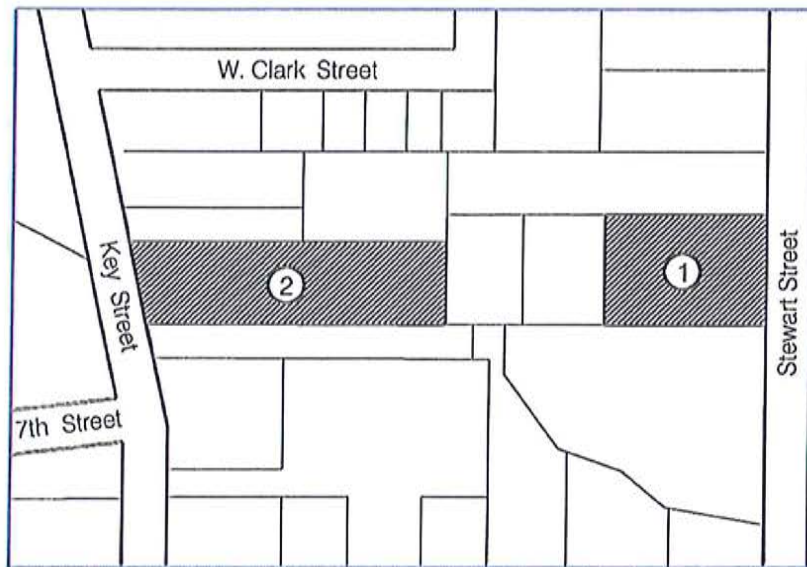
ATTEST:

Approved as to Form:

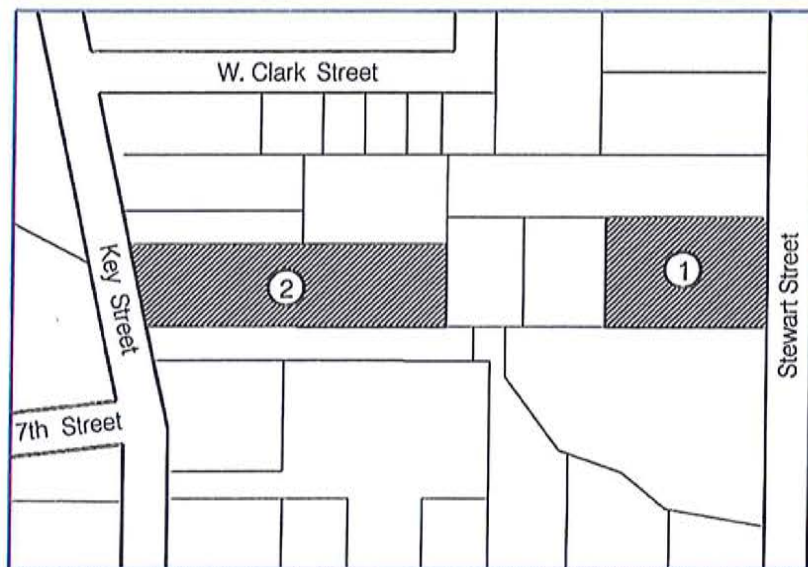
Sylvia Hicks
Clerk of the City of Quincy and
Clerk of the City Commission thereof

Scott Shirley
City Attorney

ATTACHMENT A
PROPOSED ZONING MAP CHANGE
Parcels 1 & 2

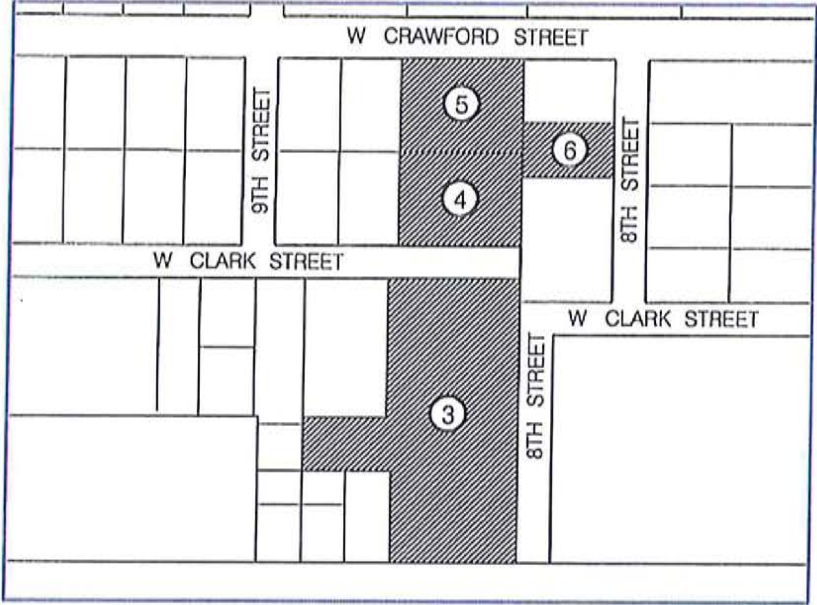


Current Zoning Map – Medium Density Residential

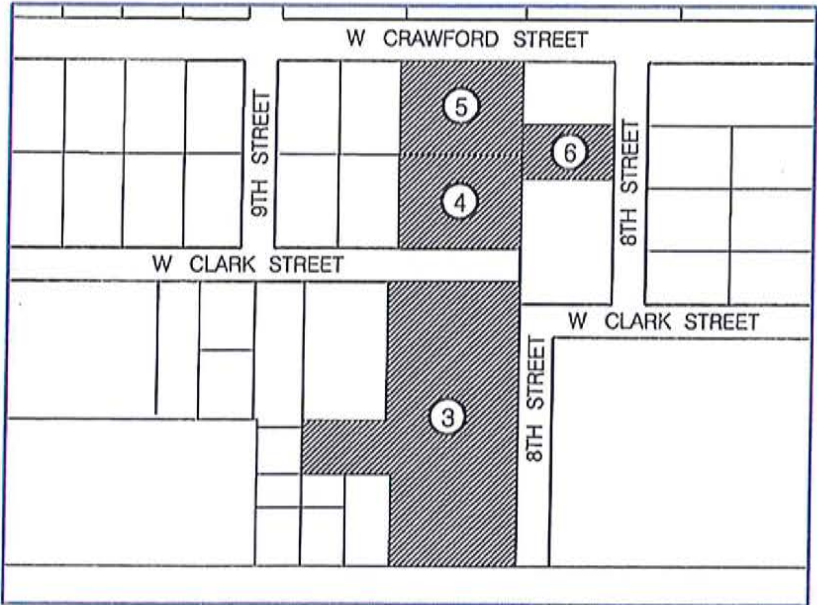


Proposed Zoning Map – Conservation (Flood Prone)

ATTACHMENT B
PROPOSED ZONING MAP CHANGE
Parcels 3, 4, 5 & 6

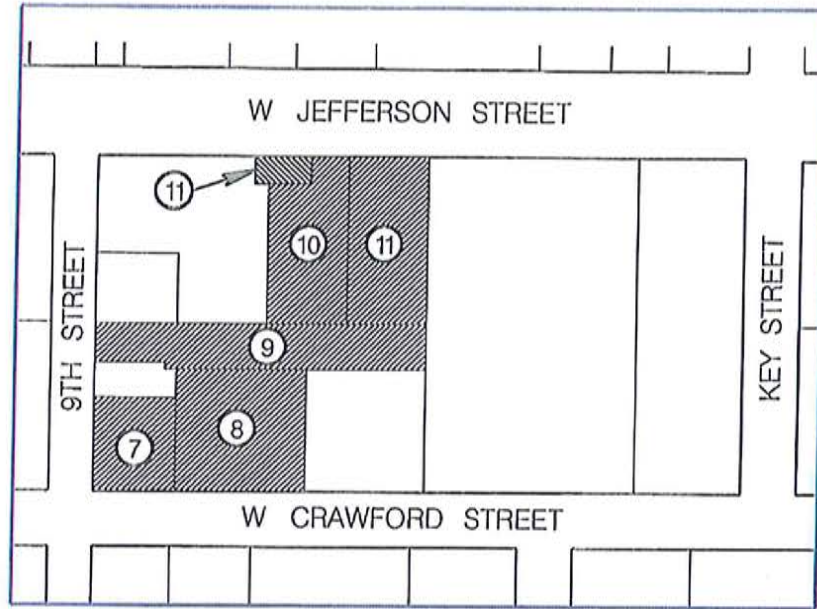


Current Zoning Map – Parcel 3 – Medium Density Residential
Current Zoning Map – Parcels 4, 5 & 6 – Commercial

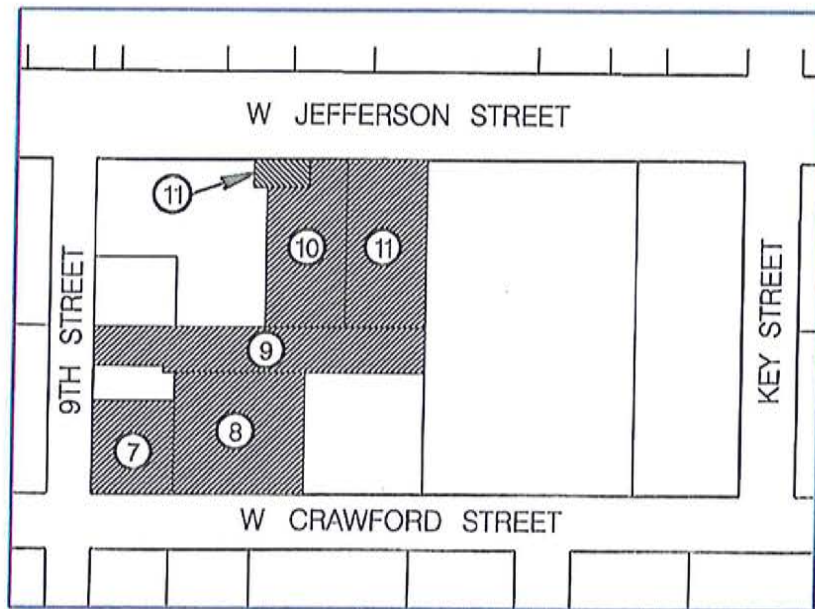


Proposed Zoning Map – Conservation (Flood Prone)

ATTACHMENT C
PROPOSED ZONING MAP CHANGE
Parcels 7, 8, 9, 10 & 11



Current Zoning Map – Commercial



Proposed Zoning Map – Conservation (Flood Prone)

ATTACHMENT 2

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

DATE OF MEETING: October 25, 2016

DATE SUBMITTED: October 17, 2016

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: **First Reading of Ordinance No. 1083-2016: Zoning Map Change**

Statement of Issue:

This agenda item involves the proposal to make small changes to the City's zoning atlas. The proposed changes involve 11 small parcels that were purchased with Florida Communities Trust fund in order to implement the Tanyard Creek Preservation Park and Management Plan. Under the conditions of the grant and the management plan, these parcels are required to be changed to Conservation overlay in order to ensure the protection of the area while allowing some passive recreation activities in the area. The City is proposing to assign the designation of Conversation Overlay to these parcels as required by the Management Plan. The PDRB met on September 20, 2016 to review the proposed zoning changes and they voted to recommend its approval. The City's staff is equally recommending that the City Commission approve the proposed changes to the Zoning Map. See attached the draft ordinance, PDRB minutes, and location maps.

Summary of the Proposed Zoning Change:

The parcels are scattered along Tanyard Creek on the southwest of the City in the vicinity of Stewart Street, Key Street, and 8th Street as shown in the attached maps and they range in size from 0.14 acres to 1.5 acres for a total of approximately 4.5 acres (see Table 1 below).

TABLE 1

Parcels for Zoning Change

No	Parcel Number	Acreage	Current Zoning	Proposed FLUM
1	3-12-2N-4W-0000-00411-1300	0.33	Medium Density Res	Conservation Flood Prone
2	3-12-2N-4W-0000-00411-0500	0.48	Medium Density Res	Conservation Flood Prone
3	3-12-2N-4W-0000-00143-1400	1.50	Medium Density Res	Conservation Flood Prone
4	3-12-2N-4W-1110-00002-0060	0.38	Commercial	Conservation Flood Prone
5	3-12-2N-4W-1110-00002-0010	0.37	Commercial	Conservation Flood Prone
6	3-12-2N-4W-0000-00143-0900	0.19	Commercial	Conservation Flood Prone
7	3-12-2N-4W-1110-00001-0040	0.14	Commercial	Conservation Flood Prone
8	3-12-2N-4W-1110-00001-0050	0.28	Commercial	Conservation Flood Prone
9	3-12-2N-4W-1110-00001-0042	0.31	Commercial	Conservation Flood Prone
10	3-12-2N-4W-1110-00001-0010	0.22	Commercial	Conservation Flood Prone
11	3-12-2N-4W-1110-00001-0011	0.28	Commercial	Conservation Flood Prone
Total		4.5 Approx.	Commercial	Conservation Flood Prone

Consistency with City Comprehensive Plan:

The proposed zoning changes are consistent with the City's comprehensive plan. The parcels are along Tanyard Creek, a low lying area that is partially wet and floods. The proposed designation will ensure the protection of the area and further the implementation of the Tanyard Creek Park Management Plan as required by the Florida Communities Trust.

OPTIONS:

Option 1: Adopt Ordinance No. 1083-2016 making changes to the zoning map.

Option 2: Do not approve Ordinance No. 1083-2016 making changes to the zoning map

Staff Recommendation:

Option 1

ATTACHMENTS:

4. Draft Ordinance 1083-2016;
5. Minutes of PDRB Meeting of September 20, 2016; and
6. Location Maps

ATTACHMENT 1

ORDINANCE NO. 1083-2016

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING THE CITY OF QUINCY ZONING MAP AS ADOPTED BY ORDINANCE NUMBER 789 ON AUGUST 11, 1992, AS MAY HAVE BEEN AMENDED FROM TIME TO TIME; PROVIDING FOR FINDINGS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR TITLE OF ZONING MAP AMENDMENT; PROVIDING FOR ZONING MAP AMENDMENT BY ADOPTING NEW ZONING DESIGNATIONS FOR THE CERTAIN IDENTIFIED PARCELS TO CORRESPOND WITH CONTEMPORANEOUSLY ADOPTED FUTURE LAND USE DESIGNATIONS FOR SUCH PARCELS IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. Findings.

WHEREAS, pursuant to the requirements of the Community Planning Act, Chapter 2011-139, Laws of Florida, amending Chapter 163, Part II, Florida Statutes, (formerly the Local Government Comprehensive Planning and Land Development Regulation Act of Chapter 163, Part II, Florida Statutes, and former Chapter 9J-5, Florida Administrative Code) (hereinafter “Community Planning Act”) the City of Quincy has adopted and has in effect the City of Quincy Comprehensive Plan; and

WHEREAS, to implement the Comprehensive Plan and as required by Section 163.3202, Florida Statutes, the City has adopted a Land Development Code by Ordinance No. 789 effective on August 11, 1992, as may have been amended from time to time, which code includes Zoning Designations that are consistent with and implement the Comprehensive Plan Future Land Use Map designations for all parcels of land within the City; and

WHEREAS, contemporaneous herewith, the City has adopted amendments to the Comprehensive Plan Future Land Use Map to include land use designations for a number of parcels which were acquired by the City for inclusion in Tanyard Creek Park, designating such parcels as Conservation Overlay; and

WHEREAS, the City now desires to enact amendments and additions to the City Zoning Map to include the zoning designation of Conservation for all parcels included in the Comprehensive Plan Future Land Use Map amendments adopted contemporaneously herewith; and

WHEREAS, the public hearings required to be held by Florida Statutes and City code have been appropriately noticed and held by the Planning and Development Review Board, functioning as the Local Planning Agency, and by the City Commission.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF QUINCY, FLORIDA THAT THE CITY OF QUINCY ZONING MAP IS HEREBY AMENDED AS FOLLOWS:

SECTION 2. Purpose and Intent.

This ordinance is enacted pursuant to Section 2(b), Article VIII of the Constitution of the State of Florida in order to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 3215, Florida Statutes.

SECTION 3. Title of City Zoning Map Amendment.

This zoning map amendment of the City of Quincy, Florida shall be entitled Zoning Map Amendment 2016 – 1.

SECTION 3. Zoning Map Amendment Adopted.

The City of Quincy Zoning Map (Ordinance No. 789 effective on August 11, 1992, as may have been amended from time to time) is hereby amended as follows:

Site No. 1: Located on Stewart Street (approximately 0.33 acres, Parcel Number 3-12-2N-4W-0000-00411-1300), zoned “Conservation Floodprone”

Site No. 2: Located on Key Street (approximately 0.48 acres, Parcel Number 3-12-2N-4W-0000-00411-0500), zoned “Conservation Floodprone”

Site No. 3: Located on Clark Street (approximately 1.5 acres, Parcel Number 33-12-2N-4W-0000-00143-1400), zoned “Conservation Floodprone”

Site No. 4: Located on Clark Street (approximately 0.38 acres, Parcel Number 3-12-2N-4W-1110-00002-0060), zoned “Conservation Floodprone”

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Site No. 9: Located on 9th Street (approximately 0.31 acres, Parcel Number 3-12-2N-4W-1110-00001-0042), zoned “Conservation Floodprone”

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Site No. 11: Located on Jefferson Street (approximately 0.28 acres, Parcel Number 3-12-2N-4W-1110-00001-0011), zoned “Conservation Floodprone”

SECTION 4. Severability

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

SECTION 5. Copy on File

A certified copy of the enacting Ordinance with all exhibits and attachments shall be filed with the City Clerk of the City of Quincy.

SECTION 6. Effective Date

This Ordinance shall become effective at such time as the Comprehensive Plan Future Land Use Map amendment adopted contemporaneously herewith in Ordinance No. 1082-2016 becomes effective as is specified in Section 9 of said ordinance.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this 11th day of October, A.D. 2016.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this ___day of ___, A.D. 2016.

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

ATTEST:

Approved as to Form:

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

Scott Shirley
City Attorney

ATTACHMENT 2

PLANNING AND DEVELOPMENT REVIEW BOARD

REGULAR MEETING CITY HALL, QUINCY, FLORIDA

SEPTEMBER 20, 2016

6:00 PM

The Planning and Development Review Board (PDRB) met at City Hall in Quincy, Florida on Tuesday, September 20, 2016 at 6:00 P.M. and the following were present:

Mr. Alvin Young
Ms. Denise Hannah
Mr. Willie Reeves
Ms. Judy Ware; via telephone

Members Absent:
Mr. Tommy Skipper
Ms. Kimberly Williams
Mr. Dan Hooker

Staff in Attendance:

Bernard Piawah, Director, Building and Planning;
Betty Powell, Administrative Assistant; and
John Rudolph, Attorney

The meeting was called to order by the Acting Chairperson, Mr. Alvin Young, followed by roll call, meeting a quorum.

Ms. Denise Hannah made a motion to approve the minutes of the previous meetings, (August 16, 2016) with any corrections. The motion was seconded by Mr. Willie Reeves and the motion passed. The ayes were unanimous.

Item for Discussion:

1. Review of Small Scale Amendment to Future Land Use Map.

Mr. Piawah addressed the Board and stated that this agenda item involves the proposal to make small scale amendments to the City's comprehensive plan Future Land Use Map. The proposed changes involve 11 small parcels that were purchased with Florida Communities Trust Fund in order to implement the Tanyard Creek Preservation Park and Management Plan. Under the conditions of the

grant and the management plan, these parcels are required to be changed to Conservation Overlay in order to ensure the protection of the area while allowing some passive recreation activities in the area.

After the discussion, Mr. Young asked what the parcels would be used for. Mr. Piawah answered stating that the parcels will be used consistent with the management plan; i.e., walking trails and parking spaces. Mr. Piawah, further stated that the City is proposing to assign the designation of Conversation Overlay to these parcels as required by the Management Plan.

Mr. Piawah informed the Board of their options:

Option 1: Vote to recommend approval of the proposed small scale amendments

Option 2: Vote to recommend denial of the proposed small scale amendments.

The Chairman asked for a motion and recommendation

Ms. Denise Hannah made a motion to accept Option 1; to recommend approval of the small scale Amendment and the motion was properly seconded by Mr. Willie Reeves and the motion passed. The ayes were unanimous.

2. Review of Proposed Changes to the Zoning Map.

Mr. Piawah addressed the Board informing them that this agenda item involves the proposal to make small changes to the City's zoning atlas. The proposed changes involve 11 small parcels that were purchased with Florida Communities Trust fund in order to implement the Tanyard Creek Preservation Park and Management Plan. Under the conditions of the grant and management plans these parcels are required to be changed to Conversation overlay in order to ensure the protection of the area while allowing some passive recreation activities in the area. After discussion, Ms. Hannah asked Mr. Piawah if the proposed changes would affect residential properties in the area. He stated that it will not affect any homeowners in the areas. Mr. Piawah stated that the parcels are scattered along Tanyard Creek on the southwest of the City in the vicinity of Stewart Street, Key Street and 8th Street ranging in size from 0.14 acres to 1.5 acres. The proposed zoning changes are consistent with the City's comprehensive plan and the proposed designation will ensure the protection of the area and further the Tanyard Creek Preservation Park and Management Plan.

Mr. Piawah informed the Board of their options:

Option1: Vote to recommend approval of the proposed zoning changes.

Option 2: Vote to recommend denial of the proposed zoning changes.

The Chairman asked for a motion and recommendation.

Ms. Denise Hannah made a motion to accept Option 1; to recommend approval of the proposed changes and the motion was properly seconded by Mr. Willie Reeves and the motion passed. The ayes were unanimous.

3. Review of Proposed Changes to the Alcohol Ordinance

Mr. Piawah addressed the Board and stated that the City Commission met to review the proposed revision to the alcohol ordinance and directed staff to bring it back in ordinance form after review by the Planning and Development Review Board. He mentioned that the City Commission had directed staff during the meeting of July 26, 2016 do an assessment of the ordinance with respect to the distance separation between the places that sell alcoholic beverages along the major commercial corridors. This reassessment would enable currently vacant convenient store building along our major corridors; U.S. Highway 90 and State Road 267 that once sold alcoholic beverages to reopen, which will help enhance the City's tax base. The City's staff has reevaluated the ordinance as directed and has come up with some changes that could be made to the code to address the issue.

Mrs. Francis Kelley and Mr. JR Kelley were present and Mr. Kelley addressed the Board. He stated that his parents bought the property and built the Convenience store and it has always been a convenience store for about fifty years. In 1977, they sold the business to a family, and without their knowledge, the location was sub-leased to a tenant and he went across the street and opened another store called "Golden Falcon", at which time the person allowed the beer and wine License to lapse (again without their knowledge). Mr. Kelley indicated that they now have a new tenant that has invested more than seventy thousand dollars into the building for repairs and wants to reopen as a convenience store; they added that without the Beer and Wine license, the business would not survive. He further stated that they were going to request for a variance but found out that they could not do so because the variance provisions of the code does not apply to situations like this. They also added that that they have talked the merchants in the area and they were in agreement with them re-opening as a convenience store.

Mr. Piawah informed the Board of their options:

Option 1: Recommend approval of the proposed change to the code

Option 2: Do not recommend approval of the proposed change to the code.

After further discussion, the Chairman asked for a motion and recommendation.

Ms. Denis Hannah made a motion to accept Option 1 to approve the proposed change to the code the motion was properly seconded by Mr. Willie Reeves and the motion passed. The ayes were unanimous.

Ms. Hannah stated that the Board needed a permanent Chair and new members and Mr. Piawah Indicated that he agrees and will do something about that.

Mr. Young asked for a motion to adjourn; there was a motion to adjourn and was properly seconded by Mr. Willie Reeves. The meeting adjourned.

APPROVED:

Chairman

Date

ATTEST:

Board Secretary

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: November 22, 2016

Date Submitted: November 18, 2016

To: Honorable Mayor and Members of the City Commission

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

Subject: Police and Firefighter Pension Plan
First Reading of Ordinance 1086-2016

STATEMENT OF ISSUE:

1. **Proposed Ordinance 1086-2016.** The City of Quincy adopted a Retirement Plan for Police Officers and Firefighters (“Plan”), codified at Chapter 54, Article III, of the Code of Ordinances, maintained in accordance with FS Chapters 175 and 185, which statutes were amended in 2015. The attached ordinance (i) will allow the Plan to remain in compliance with FS Chapters 175 and 185, as needed for the Plan to continue to be eligible for funding with insurance premium tax dollars; (ii) has been approved by the Plan Board of Trustees; and, (iii) will not affect the City’s funding obligations. The Plan actuary reviewed the proposed ordinance and confirmed its lack of actuarial impact. It is recommended that the City adopt this ordinance to the Retirement Plan for Police Officers and Firefighters.

Lowell Walters, Esq., the City’s counsel on pension matters who authored the initial draft of Proposed Ordinance 1086-2016, creating Section 54-65 (“Share Plan Benefit”), advises that a “share plan” is a set of individual accounts within a defined benefit plan that is generally used as a mechanism for sharing a portion of insurance premium tax revenues with participants. Each Eligible Employee receives a “share” of the excess insurance premium tax dollars. The City is required to establish such accounts, within the Plan or as a separate plan, and to set the funding level. The proposed ordinance sets the funding level at zero. It is expected that this level may only change pursuant to a future amendment.

Accompanying the proposed ordinance is an “actuarial impact letter,” as required when a change to the Plan is made which might have an impact on the assumptions for

determining funding requirements. The Plan actuary, Mr. Douglas Lozen, reviewed the proposed ordinance and determined that the Ordinance will have no impact on the assumptions used in determining the funding requirements of the program.

CONCLUSION:

1. **Proposed Ordinance 1086-2016.** It is recommend that the City Commission approve Ordinance 1086 -2016 (Exhibit "A") on first reading and authorize the ordinance to be brought back to the City Commission for second reading at an advertised public hearing.

OPTIONS:

1. **Proposed Ordinance 1086-2016.**

Option 1:

I move to approve Ordinance 1086 -2016 on first reading and authorize the ordinance to be brought back to the City Commission for second reading at an advertised public hearing.

Option 2:

Do not approve Ordinance 1086 -2016 on first reading.

STAFF RECOMMENDATION:

Option 1.

Attachments:

A: Ordinance 1086 -2016, amending the City of Quincy Police and Firefighter Pension Fund creating Code of Ordinances Section 54-65 Share Plan Benefit.

B: Letter of no actuarial impact from Douglas Lozen dated November 10, 2016.

ORDINANCE NO.: 1086 -2016

AN ORDINANCE AMENDING CHAPTER 54 OF THE CODE OF ORDINANCES OF THE CITY OF QUINCY, FLORIDA, PERTAINING TO A RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS; CREATING SECTION 54-65 TO ADD PROVISIONS ESTABLISHING A SHARE PLAN; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Quincy has adopted a Retirement Plan for Police Officers and Firefighters; and

WHEREAS, the Florida Legislature recently amended FS Chapters 175 and 185 to include new provisions pertaining to property and casualty insurance premium tax revenues; and

WHEREAS, in order to, in part, achieve compliance with such new legislative provisions, the City proposes to adopt a defined contribution share plan to the Retirement Plan for Police Officers and Firefighters.

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF QUINCY:

SECTION 1. Section 54-65 of the Code of Ordinances of the City of Quincy, Florida is created to read as follows:

Sec. 54-65. Share Plan Benefit.

(a) *Benefits and vesting.* For Plan Years beginning on or after October 1, 2016, Eligible Employees will receive a Share Plan Benefit described herein. Eligible Employees will be vested in amounts credited to their Share Plan Accounts to the same extent the employee is vested in other Plan benefits. Nonvested amounts will be forfeited and used in the same manner as other benefit forfeitures under this Plan.

(b) *Definitions.* These definitions will apply to the following terms for the purposes of this Section. All terms not defined in this Section shall be subject to the general definitions provided elsewhere in the Plan.

(1) “Available Amount” shall mean the amount of Insurance Premium Tax Dollars available to provide Share Plan benefits under this section. Until further-amended, the Available Amount is \$0.

(2) “Eligible Employee” shall refer to a Plan participant who was an active participant on the first day of the applicable Plan Year.

(3) “Insurance Premium Tax Dollars” shall mean the annual amounts received from the State of Florida pursuant to Florida Statutes Chapter 175 and 185 and the

assessment of a municipal tax, intended to offset the costs of the Plan. This amount varies annually.

(4) “Share Plan Account” shall mean an account established within the trust fund described in Section 54-62 to hold contributions made pursuant to this section, designated for an employee. Such accounts will not be allocated earnings or losses, nor shall any expenses be allocated to Share Plan Accounts. The Share Plan Accounts will be notional (i.e., “book”) accounts overseen by the trustee and pension board.

(5) “Share Plan Contribution” shall mean a contribution to the Share Plan Accounts.

(c) Share Plan Contributions. The value attributed to each Share Plan Account will be calculated by equally dividing the Available Amount by the number of Eligible Employees.

(d) Benefit limitations and forfeitures. The benefit limitations of Code section 415 as prescribed elsewhere in the Plan shall apply to Share Plan Contributions. To the extent a Share Plan Contribution or a part of a Share Plan Contribution will exceed the limits of Code section 415, that excess amount shall be forfeited.

Section 2. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Quincy.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. If any word, phrase, clause, paragraph, section or provision of this Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or applications, and to this end the provisions of this Ordinance are declared severable.

Section 5. This Ordinance shall be effective upon its passage by the City Commission.

INTRODUCED, in open session of the City Commission of the City of Quincy, Florida, on the _____ day of _____ A.D. 2016

PASSED, in open session of the City Commission of the City of Quincy, Florida, on the _____ day of _____ A.D. 2016

ATTEST:

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

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

November 10, 2016

VIA EMAIL

Mr. Victor Geiger
City of Quincy
Police Officers' and Firefighters' Pension Board
20 North Stewart Street
Quincy, FL 32351

Re: City of Quincy
Municipal Police Officers' and Firefighters' Retirement Plan

Dear Victor:

As requested, we have reviewed a proposed ordinance amending the Plan to create a Share Plan. It is our opinion that adoption of the Ordinance will have no impact on the assumptions used in determining the funding requirements of the program.

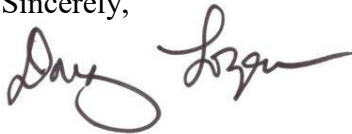
Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen

cc via email: Scott Shirley, Ard, Shirley & Rudolph, PA

RESOLUTION No. 1349-2016

A RESOLUTION GRANTING THE REQUEST OF THE CITY OF QUINCY THE TEMPORARY ROAD CLOSING FOR THE 2016 CHRISTMAS PARADE

WHEREAS, the City of Quincy has requested the closing of certain roads for its 2016 Christmas Parade to be held on Thursday, December 15th, 2016; and,

WHEREAS, the City of Quincy has determined that said road closings are necessary in order for the 2016 Christmas Parade to take place as planned and that such use will not interfere with the safe and efficient movement of traffic or cause danger to the public.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Quincy, Florida, in lawful session assembled, that the city of Quincy does hereby authorize and permit the temporary closing of the following State/County and City Roads; North Madison Street between the intersections of Jefferson Street (Hwy 90) and King Street, North Adams Street between the intersections of Jefferson Street (Hwy 90) and King Street, Washington Street between the intersections of North Madison Street and Ward Street, Monroe Street between the intersections of Jefferson Street (Hwy 90) and Franklin Street, Jackson Street between the intersections of Jefferson Street (Hwy 90) and Franklin Street, Calhoun Street between the intersections of Jefferson Street (Hwy 90) and Franklin Street, and Stewart Street between the intersections of Jefferson Street (Hwy 90) and Franklin Street (Hwy 90). This road closure will be from 4:00p.m. until 9:00p.m. on Thursday, December 15th, 2016, for its 2016 Christmas Parade.

PASSED in open session of the City Commission of the City of Quincy, Florida on the ____ day of _____, A.D., 2016

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

ATTEST:

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

THE CITY OF QUINCY POLICE DEPARTMENT

121 East Jefferson Street

Quincy, Florida 32351

Phone: (850) 875-7335

Fax: (850) 627-3979

PARADE/EVENT PERMIT

NAME OF ORGANIZATION City Of Quincy Florida		PERSON IN CHARGE Captain R. Mixson		DATE 12/15/2016	
ADDRESS OF ORGANIZATION 339 East Jefferson St. Quincy Fl 32351				TELEPHONE NUMBER 850-627-7111	
TITLE OF EVENT City of Quincy Christmas Parade					
DATE OF EVENT: 12/15/2016	ALTERNATE DATE:	START TIME 4:30pm	DURATION OF EVENT 5.5 hours	ENDING TIME 9:00pm	
EVENT LOCATION OR PARADE ROUTE: (if Permit is for parade, attach map indicating route, starting point and ending point.) :					
The Parade will start at Stewart Street and Washington St and travel East to North Adams St. The Parade will end at North Adams St. and Washington St.					
SPECIAL CONDITIONS OR NEEDS: (Any applicable rental fees, clean up fees, Utility fees, or other services required must be approved by the City Manager prior to permit approval.)					
Trash pickup will be conducted by City of Quincy Public Works Department.					
LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000.00 LISTING THE CITY OF QUINCY AS AN ADDITIONAL INSURED, WITH A HOLD HARMLESS AGREEMENT, MUST BE OBTAINED AND ATTACHED TO PERMIT.					
Insurance and Agreement Attached: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <u>Walter H. Lopez, Chief of Police</u>					
Parade / Event Permit: <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____					
FDOT Permit: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A					
COMMENTS: <u>The police Dept. will seek permission from FDOT to close N. Adams st., after the commission approval</u>					

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: 11-16-16

Permit No. _____

Governmental Entity

Approving Local Government	<u>CITY OF QUINCY</u>	Contact Person	<u>LT. EUGENE MONROE</u>
Address	<u>404 W. JEFFERSON STREET, QUINCY, FL 32351</u>		
Telephone	<u>8505442335</u>	Email	<u>EMONROE@MYQUINCY.NET</u>

Organization Requesting Special Event

Name of Organization	<u>CITY OF QUINCY</u>	Contact Person	<u>GREGORY TAYLOR</u>
Address	<u>404 W. JEFFERSON STREET, QUINCY, FL 32351</u>		
Telephone	<u>8505084539</u>	Email	<u>GTAYLOR@MYQUINCY.NET</u>

Description of Special Event

Event Title	<u>DECK THE HALLS WITH LIGHTS AND BALLS</u>	Date of Event	<u>12-15-2016</u>
Start Time	<u>4:30 PM</u>	End Time	<u>9:00 PM</u>
Event Route (attach map)	<u>2016 CHRISTMAS PARADE (SEE ATTACHED MAP)</u>		
Detour Route (attach map)	<u>2016 CHRISTMAS PARADE (SEE ATTACHED MAP)</u>		

Law Enforcement Agency Responsible for Traffic Control

Name of Agency	<u>QUINCY POLICE DEPARTMENT</u>
----------------	---------------------------------

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable

Copy of USCG Approval Letter Attached

Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

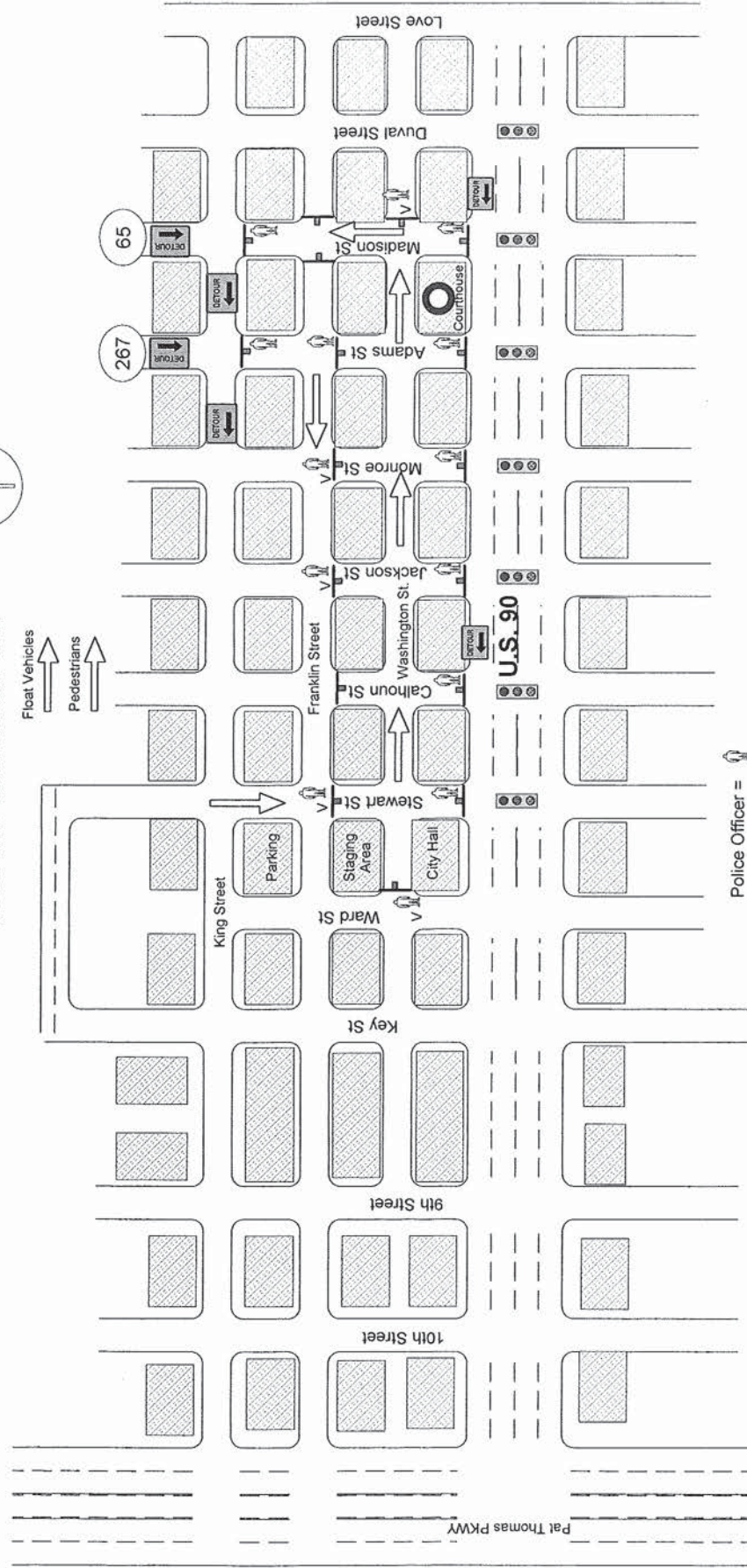
Event Coordinator	<u>LT. EUGENE MONROE</u>	Signature	<u>[Signature]</u>	Date	<u>11-16-16</u>
Law Enforcement Name/Title	<u>Glenn Sapp, CHIEF</u>	Signature	<u>[Signature]</u>	Date	<u>11-16-16</u>
Government Official Name/Title	_____	Signature	_____	Date	_____

FDOT Special Conditions

FDOT Authorization

Name/Title	_____	Signature	_____	Date	_____
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2016 Christmas Parade/
 December 15, 2016
 4:30P.M. until 9:00P.M.



- Police Officer = [Symbol]
- Volunteer = [Symbol]
- Police Officers will release traffic as the parade passes, and as it can be safely done
- [Symbol] = Barricade

Lt. Eugene Monroe Jr
 850-544-2335

CERTIFICATE OF COVERAGE

Certificate Holder and Loss Payee

City of Quincy
404 West Jefferson Street
Quincy FL 32351-2328

Administrator

Issue Date 11/16/16

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0503

COVERAGE PERIOD: FROM 10/1/16

COVERAGE PERIOD: TO 10/1/17 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible Stoploss \$10,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible Stoploss \$10,000

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$5,000
- Coinsurance 100%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage
 - Per Schedule - Comprehensive - Auto
 - Per Schedule - Collision - Auto
 - Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 for General Liability and \$300,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Coverage Verification for Christmas Parade on December 15, 2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Quincy
404 West Jefferson Street
Quincy FL 32351-2328

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

DATE OF MEETING: November 22, 2016

DATE SUBMITTED: November 17, 2016

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: Resolution Number 1350-2016 - Amended and Restated
Contract between the City of Quincy and the Municipal Gas
Authority of Georgia

Statement of Issue:

This agenda item seeks Commission approval and the Mayor's signature for Resolution 1350-2016 for the Amended and Restated Contract between the City of Quincy and the Municipal Gas Authority of Georgia.

Background:

The Municipal Gas Authority of Georgia (MGAG) is a joint action agency that functions as an extension of its members to aggregate their natural gas supply, transportation and management needs and to provide related services to achieve lower costs and higher benefits to its members. Members share the risks and rewards with one of the benefits being long term purchases at below market prices. Quincy entered into the first contract with MGAG in 1991 with a 25 year term. The contract was amended in 2002 (First Amendment) for the Gas Portfolio III Project and extended the term from Dec. 31, 2015 to December 31, 2025. The contract was extended again in 2008 (Second Amendment) which extended the term until December 31, 2040. In 2014 Quincy entered into an Indemnity Share Supplemental Contract to support bond issuance as part of the Portfolio IV long term gas supply purchase.

Proposed Changes:

The proposed Amended and Restated Contract is partially a result of litigation with one of the MGAG members, Smyrna, Tennessee, and will provide revisions to the members' Gas Supply Contracts to minimize the impact of any dispute by an individual

member. The proposed changes are that the Amended and Restated Contract clarifies the venue as Fulton County, Georgia; refines the choice of law provision to make clear the State of Georgia law applies; adds an alternative dispute resolution (mediation and arbitration); adds a provision for limitation on liability; adds a disclaimer of fiduciary status; adds a disclaimer of responsibility to indemnify; adds commodity price hedging as an elective member service; creates two advisory board positions for Non-Georgia Members and specifies how they are selected; extends the contract term to 2050.

This appears to be a reasonable arrangement for the City to support and staff recommends approving the Amended and Restated Gas Contract.

OPTIONS:

Option 1: Motion to approve Resolution 1350-2016 and the Amended and Restated Contract between the City of Quincy and the Municipal Gas Authority of Georgia and authorize the mayor to sign the resolution and the agreement.

Option 2: Motion to not approve resolution 1350-2016.

Staff Recommendation:

Option 1

ATTACHMENTS:

1. Resolution 1350-2016
2. Arthur Corbin Memorandum

RESOLUTION NO. 1350-2016

APPROVING THE AMENDED AND RESTATED GAS SUPPLY CONTRACT, BETWEEN CITY OF QUINCY, FLORIDA AND MUNICIPAL GAS AUTHORITY OF GEORGIA AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE AMENDED AND RESTATED GAS SUPPLY CONTRACT, AND FOR OTHER PURPOSES.

WHEREAS, the 1987 Session of the General Assembly of the State of Georgia adopted the Municipal Gas Authority of Georgia Act (Ga. Laws 1987, p. 745 *et seq.* (*codified* at O.C.G.A. Sections 46-4-80 through 46-4-125)), as amended (the “Act”), creating the Municipal Gas Authority of Georgia (the “Gas Authority”), providing for its organization and purposes and authorizing it to contract with certain municipalities and other political subdivisions for the provision of an adequate and dependable wholesale supply of gas to meet the needs of the gas distribution systems of such political subdivisions; and

WHEREAS, City of Quincy, Florida (the “Member”) has heretofore entered into a certain Gas Supply Contract, as amended (the “Gas Supply Contract”), with the Gas Authority providing for the Gas Authority's obligation to furnish the Member with its gas supply requirements and for the Member's obligation to pay for such gas supplies; and

WHEREAS, the Gas Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Gas Authority and its policies through the Board of the Gas Authority, which is composed of Member representatives, and through the Gas Supply Contracts, including the hereinafter defined Amended Contract, and the Members intend to collectively share allocable portions of all risks and rewards of the Gas Authority's operations pursuant to such contracts, and the Amended Contract will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Gas Authority and the Members effected thereby; and

WHEREAS, the Gas Authority has presented, and the Members have commented on, discussed, studied and reviewed their opportunity to enter into an Amended and Restated Gas Supply Contract (the “Amended Contract”), amending and restating the Gas Supply Contract;

NOW, THEREFORE, be it resolved by the governing body of the Member in meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

Section 1. The Member hereby finds and determines that it is in its best interest to contract with the Gas Authority pursuant to the terms of the Amended Contract, and the Member hereby declares, in accordance with the Act, its intention to so contract with the Gas Authority for the purchase of its gas supply.

Section 2. The Member hereby approves and authorizes the execution and delivery of the Amended Contract, in substantially the form of the draft of the Amended Contract, attached to this Resolution as Exhibit "A," and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor's discretion, with advice of counsel. The Amended Contract shall be executed by the Mayor, attested by the Clerk, and shall have the Member's seal affixed thereto, and shall be delivered to the Gas Authority, and when so executed and delivered, shall be binding upon the Member in accordance with its terms. Execution of the Amended Contract as authorized herein shall be conclusive evidence of the Member's approval thereof.

Section 3. The Mayor is hereby authorized to execute and deliver all such additional agreements, certificates, documents and other instruments reasonably required or desirable to complete the transactions contemplated by the Amended Contract, including but not limited to any necessary actions respecting the validation of the Amended Contract through the bond validation process.

Section 4. In the adoption of this Resolution, the Member hereby recognizes that this action will be relied upon by other municipalities that own and operate gas distribution systems and that adopt similar resolutions in furtherance of the organization of the Gas Authority under the Act, and that the Member is also relying upon the adoption of such Resolutions by such other municipalities.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

[Signatures on the following page]

RESOLVED this 22nd day of November, 2016.

CITY OF QUINCY, FLORIDA

By: _____
Derrick D. Elias Mayor

[SEAL]

Attest:

Sylvia Hicks Clerk

Exhibit "A"

[Attach Amended and Restated Gas Supply Contract]

CERTIFICATION

I, the undersigned, Clerk of City of Quincy, Florida (“Member”), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution duly adopted by the governing body of the Member at a public meeting held on the ___ day of _____, 2016, duly called in compliance with the laws of the State of Florida, at which a quorum was present and acting throughout, the original of which Resolution has been duly recorded in the Minute Book of the Member, which is in my custody and control, and that the Resolution has not been rescinded or modified and is now in full force and effect.

GIVEN under the seal of the Member this ____ day of _____, 2016.

Clerk

[SEAL]

AMENDED AND RESTATED

GAS SUPPLY CONTRACT

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

And

CITY OF QUINCY, FLORIDA

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AMENDED AND RESTATED

GAS SUPPLY CONTRACT

This contract, made and entered into as of November 22, 2016 by and between the MUNICIPAL GAS AUTHORITY OF GEORGIA, a public corporation and instrumentality of the State of Georgia, hereinafter sometimes designated as the “Authority,” created by the provisions of Ga. Laws 1987, p. 745 et seq., and the City of Quincy, Florida, a municipal corporation of the State of Florida, hereinafter sometimes designated as the “Non-Georgia Member,” amends and restates the Gas Supply Contract, between such parties, as amended (“Prior Contract”), in its entirety (the Authority and the Non-Georgia Member may be referred to herein, collectively, as the “parties”, and individually, as a “party”),

WITNESSETH THAT:

WHEREAS, the Non-Georgia Member owns and operates a gas distribution system and has determined to contract with the Authority, which has been organized under the Municipal Gas Authority of Georgia Act, Ga. Laws 1987, p. 745, Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46 (the “Act”); and

WHEREAS, the Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members (including Georgia Members and Non-Georgia Members) and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Authority and its policies through the Board of the Authority, which is composed of Member representatives, and through the Gas Supply Contracts, including this contract, and the Members intend to collectively share allocable portions of all risks and rewards of the Authority’s operations pursuant to such contracts, and this contract will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Authority and the Members effected thereby; and

WHEREAS, the Authority will undertake, as contemplated by and in accordance with the Act, to obtain and supply to the Non-Georgia Member its gas requirements for resale to its citizens, inhabitants and customers through its gas distribution system, as provided in this contract, and in that connection may undertake certain projects and issue its authorized debt therefor, as may be provided for in contracts supplemental hereto.

NOW THEREFORE:

FOR and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term.

This contract is dated as of November 22, 2016, will be for a term of approximately thirty-five (35) years beginning on such date and continuing through December 31, 2050, and will constitute a binding obligation of the parties from and after its execution by the last party to execute the same; provided, that on December 31, 2020 and on each successive fifth anniversary thereafter through December 31, 2045 (an "Option Date") the Non-Georgia Member may elect Resigning Member Status under this contract by providing written notice of such election to the Authority no later than the close of business on December 31 of the year next preceding the applicable Option Date, or if such December 31 is not a day on which the Authority is open for business, then on the next preceding day on which the Authority is open for business provided, further, that the Non-Georgia Member may elect Resigning Member Status as provided in any Supplemental Contract. Should the Non-Georgia Member elect Resigning Member Status under this contract to apply after an Option Date, the Authority and the Non-Georgia Member will not be responsible for the performance of the obligations of Articles II (other than Sections 207, 209 and 210), III and IV of this contract not previously accrued, and the Non-Georgia Member will not be responsible for charges under Section 501 hereof accruing after the Option Date; nevertheless, both parties will be bound to continue to pay or perform any other obligation contracted prior to such Option Date but not fully paid or performed, including, without limiting the generality of the foregoing, any obligation undertaken with respect to a Project pursuant to a Supplemental Contract entered into by the Authority and the Non-Georgia Member, any obligations with respect to billings of Development Costs to which the Non-Georgia Member has consented, and any obligation of the Non-Georgia Member with respect to Authorized Debt (including all renewals, extensions, replacements and refundings thereof). Should a Member having Resigning Member Status receive any services provided by the Authority, the Authority will make a special charge therefor on the basis of its costs for the provision of that service.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. § 46-4-81 will have the same meaning when used herein as defined in said Code Section as existing on the date hereof, or any broader meaning granted by any future amendment to said Code Section. Schedule 1 hereto sets forth certain additional rules of interpretation respecting the Gas Supply Contracts, including this contract, and other contracts between the Authority and Members.

(b) As used herein, the term:

“Act” means shall mean that certain Act of the 1987 Session of the Georgia General Assembly compiled and published in Ga. Laws, p. 745, and codified in Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46, as the same may be hereafter amended.

“Annual Authority Budget” means, with respect to a Gas Supply Year, that budget adopted pursuant to the provisions of Section 202 hereof.

“Authority Gas Supplies” means Project Gas Supplies and Purchased Gas Supplies.

“Authority Gas Supply Services” means the provision of Authority Gas Supplies and such services as are associated therewith.

“Authorized Debt” means Contract Debt and Project Debt.

“Board” means the governing body of the Authority pursuant to the Act.

“Contract Debt” means debt incurred by the Authority pursuant to the authorization contained in Section 701, 702 and 703 hereof, and any renewals, extensions, replacements or refundings thereof.

“Cost,” when used in reference to Existing Contract Gas Supplies or Purchased Gas Supplies, means costs (net of incidental net revenues arising, for example, from sales of Existing Contract Gas Supplies or Purchased Gas Supplies to persons not Members) incurred by the Authority to purchase and deliver Existing Contract Gas Supplies or Purchased Gas Supplies to the Members, including, without limitation, (a) the direct costs incurred by the Authority for such Existing Contract Gas Supplies or Purchased Gas Supplies as delivered to the Non-Georgia Member's gate, including, for example, costs of storage, peaking, transportation and other pipeline and facilities charges, (b) Debt Service on Contract Debt incurred to finance working capital for purchases of such Existing Contract Gas Supplies or Purchased Gas Supplies; and (c) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt referred to in the foregoing clause (b); provided, however, that such term will not include the Authority's legal, engineering, administrative and general or other similar costs.

“Debt Service” means principal of and redemption or prepayment premium, if any, and interest on Contract Debt or Project Debt, as the case may be, from time to time outstanding as the same will become due; provided, however, that the term “Debt Service” will not include any principal of or redemption or prepayment premium or interest due solely by virtue of the acceleration of maturity. “Debt Service” also will include periodic fees for any credit enhancements supporting Contract Debt or Project Debt, and reimbursement payments to the providers of any such credit enhancements.

“Development Cost Budget” means any budget prepared by the Authority pursuant to Section 206.

“Development Costs” means costs incurred directly by or on behalf of the Authority in connection with the planning and development of one or more gas supply programs or projects for applicable Members including, but not limited to, management expenses relating thereto, Debt Service on Contract Debt incurred to finance Development Costs, amounts requested to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to any such

Contract Debt, financing expenses, costs in providing engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply programs or projects and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses. Notwithstanding anything to the contrary contained in Section 206, any Development Costs that are to be paid from the proceeds of Contract Debt, or investment income thereon, will not be contained in a Development Cost Budget, but the Debt Service on such Contract Debt will be included.

“Existing Contract” means with respect to any Member, any contract or service agreement or tariff provisions currently in effect, or under which service is being currently rendered, between such Member and any gas pipeline company or gas marketing company relating to such Member’s purchases of Gas Supplies, and which is specifically identified in Section 301 of the Gas Supply Contract of such Member, or any renewal or extension thereof or replacement therefor or addition thereto. Each Existing Contract of the Non-Georgia Member now in effect is attached hereto and hereby incorporated by reference. No amendment, change, replacement or addition to an Existing Contract will be obtained that would change the contract demand or otherwise significantly vary the terms of the Existing Contract without the written consent of the Authority.

“Existing Contract Gas Supplies” means gas supplies received by a Member under an Existing Contract as contemplated under Article III hereof.

“Gas Supplies” means Authority Gas Supplies, Existing Contract Gas Supplies and any other gas supplies delivered to the Member’s distribution system.

“Gas Supply Contract” means this contract, including any amendments which may be made hereto, or any substantially similar contract between the Authority and another Member. Unless the context requires otherwise, the word contract when used herein is intended to refer to this Gas Supply Contract.

“Gas Supply Contracts” means this Gas Supply Contract and the substantially similar gas supply contracts with the other Members.

“Gas Supply Requirements” means the gas supplies required by any Member to provide retail service to its citizens, inhabitants and customers.

“Gas Supply Year” means the annual period as established by the Authority from time to time, initially commencing each January 1.

“Georgia Members” means all of the Georgia municipalities described in Section 46-4-100 of the Act executing similar Gas Supply Contracts.

“MMBtu” means million British Thermal Units.

“Members” means the Georgia Members and the Non-Georgia Members.

“Monthly Billing Statement” means the written statement prepared or caused to be prepared by the Authority pursuant to Section 504 hereof, which will show the monthly amount to be paid to the Authority by the Non-Georgia Member.

“Non-Georgia Member” or “Non-Georgia Members” means the City of Quincy, Florida, a party to this Gas Supply Contract, or collectively, all non-Georgia municipalities executing similar Gas Supply Contracts.

“Non-True-up Member Status” means the status of a Member following an election permitted by the terms of a Supplemental Contract. A Member electing this status does not participate in the crediting of excess annual revenues as provided in Section 503 hereof. Non-True-up Member Status will continue until the Member elects to participate in a further appropriate supplemental contract, with the approval of the Authority.

“Project” means any “project” that at the time undertaken is permitted by the Act, including without limitation, any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights, relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facilities. “Project” or “undertaking” as used in this paragraph is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments, and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a project required by any governmental agency having jurisdiction over the project; and (iv) and working capital related thereto.

“Project Costs,” with respect to each Project, will include (a) the “cost of Project,” as defined in O.C.G.A. § 46-4-81(4); (b) the amounts which the Authority is required under the documentation relating to Project Debt issued to finance the Project to pay or deposit to any fund or account established for the payment of Debt Service on such Project Debt, or any other payments required to be paid or deposited by the Authority with respect to such Project Debt (including without limitation payments with respect to revenue funds, reserve funds, sinking funds, maintenance funds, and renewal and replacement funds), other than payments or deposits to be made with the proceeds of Project Debt; (c) actual costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs and any other charges payable by the Authority reasonably allocable by the Authority to the operation, servicing and maintenance of the Project, and (d) Debt Service on the Project Debt. The terms of any Supplemental Contract may expand upon the definition of Project Costs with respect to the specific Project which will be the subject of such Supplemental Contract, provided only that such definition will be sufficient to cover all costs incurred by the Authority with respect to such Project. Notwithstanding anything to the contrary contained in Section 207, any Project Costs that are to be paid from the proceeds of Project Debt, or investment income thereon, will not be included as an element of a Project Cost Projection, but the Debt Service on such Project Debt will be so included.

“Project Cost Projection” means any budget prepared by the Authority pursuant to Section 207.

“Project Debt” means debt incurred by the Authority pursuant to the authorization contained in Section 703 hereof.

“Project Gas Supplies” means gas supplies received under or generated by a Project.

“Purchased Gas Cost Projection” means any budget prepared by the Authority pursuant to the second paragraph of Section 203.

“Purchased Gas Supplies” means gas supplies other than Project Gas Supplies and other than Existing Contract Gas Supplies.

“Resigning Member Status” means the status of a Member following an election described in Section 101.

“Supplemental Contract” means a contract supplemental hereto between the Authority and one or more Members with respect to a Project. A Supplemental Contract will, among other things, contain a description of the Project, and will obligate the applicable Members to pay their respective shares of such Project Costs as determined thereby to the extent not paid from revenues from sales of Authority Gas Supplies. A Supplemental Contract will also contain agreements among the contracting Members and the Authority with respect to the use and operation of the Project, if applicable, and such other matters as the Members and the Authority deem appropriate.

ARTICLE II

CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE NON-GEORGIA MEMBER

Section 201. Gas Supplies.

Throughout the term of this contract, (a) the Authority will, in accordance with Article III hereof, administer on behalf of the Non-Georgia Member each of its Existing Contracts, and (b) the Authority will use its best efforts to provide to the Non-Georgia Member, either as principal or agent, and the Non-Georgia Member will purchase from or through the Authority, to the extent available from or through the Authority, any Gas Supply Requirements for its local distribution system in excess of the amounts provided under the Non-Georgia Member’s Existing Contracts. The Authority will use its best efforts to arrange for the transportation of Gas Supplies to the city gate.

It is anticipated that at present or at some point during the term of this contract the Non-Georgia Member will receive all Gas Supply Requirements as Authority Gas Supplies. It is contemplated that each Existing Contract of the Non-Georgia Member will be either terminated or assigned to and assumed by the Authority at such time in the future by mutual agreement of the Non-Georgia Member and the Authority.

Section 202. Annual Authority Budget.

The Authority will prepare and submit to the Annual Authority Budget at least ninety (90) days prior to the beginning of each Gas Supply Year. The Non-Georgia Member may then submit to the Authority, at any time until such budget is adopted, any matters or suggestions relating to such budget that the Non-Georgia Member may care to present. The Authority will then proceed with the consideration and adoption of such budget not less than thirty (30) nor more than forty-five (45) days prior to the beginning of the respective Gas Supply Year and will cause copies of such adopted budget to be delivered to the Non-Georgia Member. As required from time to time during any Gas Supply Year, after thirty (30) days' notice to the Non-Georgia Member, the Authority may adopt an amended Annual Authority Budget for and applicable to such Year for the remainder of such Year.

The Annual Authority Budget for any Gas Supply Year will contain (A) all of the Authority's operation and maintenance expenses relating to the operation and conduct of the business of the Authority during such Gas Supply Year including salaries, fees for legal, engineering and other services, administrative and general expenses, such reserves and accruals as the Authority may establish from time to time and all other expenses properly related to the conduct of the affairs of the Authority; (B) Debt Service due during such Gas Supply Year on any Contract Debt incurred pursuant to Section 701 hereof; and (C) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt incurred pursuant to Section 701 hereof; provided, however, that (1) any of the foregoing items that are to be paid from the proceeds of Contract Debt, or investment income thereon, will not be contained in the Annual Authority Budget; (2) any of the foregoing items that constitute Development Costs will not be contained in the Annual Authority Budget, but rather will be contained in one or more Development Cost Budgets in accordance with Section 206 hereof; (3) the Cost of Existing Gas Supplies purchased under any Member's Existing Contract or the Cost of Authority Gas Supplies purchased by the Authority and delivered to any Member as Authority Gas Supplies, will not be included in the Annual Authority Budget but will be billed separately to such Member in the Monthly Billing Statement under its Gas Supply Contract as provided in Section 504 hereof; and (4) operation and maintenance expenses, including administrative costs and overhead, reasonably allocable by the Authority to one or more Projects, will not be included in the Annual Authority Budget, but will be included in a Project Cost Projection.

Section 203. Projection of Existing Contract Gas Supply Purchases; Purchased Gas Cost Projections.

In addition to the Annual Authority Budget, the Authority will prepare and submit to the Non-Georgia Member an annual projection of purchased gas costs, showing on a monthly basis the projection of costs expected to be incurred by the Non-Georgia Member for purchases under its Existing Contract. The procedures for the adoption and amendment of such projections will be substantially the same as set forth in Section 202 hereof for the adoption and amendment of the Annual Authority Budget.

In addition, the Authority will prepare and submit to the Non-Georgia Member annually a Purchased Gas Cost Projection containing appropriate Costs of Purchased Gas Supplies. The Authority may prepare several Purchased Gas Cost Projections for groupings of Members, depending on differences in the Costs of the Purchased Gas Supplies for such groupings.

Such projections and Purchased Gas Cost Projections will be provided to the Non-Georgia Member annually as part of the Non-Georgia Member's budgeting process for the upcoming fiscal year.

Section 204. Reports

The Authority will prepare and issue to the Non-Georgia Member, upon request, (a) a financial and operating statement relating to the Non-Georgia Member's Gas Supplies, and (b) the status of the Annual Authority Budget.

Section 205. Records and Accounts.

(a) The Authority will keep accurate records and accounts relating to the Gas Supplies as well as of the operations of the Authority. Said accounts will be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Authority within one-hundred twenty (120) days after the close of each Gas Supply Year. All transactions of the Authority relating to Gas Supplies with respect to each Gas Supply Year will be subject to such an audit.

(b) The Non-Georgia Member will provide the Authority annually, promptly upon its preparation, a copy of its annual audit.

Section 206. Gas Supply Planning and Development.

(a) Subject to the provisions of this Section 206, the Authority hereby undertakes to carry out the planning and development of a gas supply program for the Non-Georgia Member with the objective of providing reliable and economical Gas Supplies to the Non-Georgia Member. In this connection, the Authority will cause to be performed such engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply program and to obtain any and all licenses, permits and approvals necessary in connection with the furtherance of such gas supply program.

(b) Development Costs incurred or to be incurred in connection with any particular facilities, projects or contracts will be included in a Development Cost Budget and billed in accordance with Section 502 hereof to such Members that are intended to be served by such facilities, projects or contracts, which may be all Members or any combination of Members or any one Member. Development Costs relating to any number of facilities, projects or contracts may be included in a particular Development Cost Budget so long as all such Development Costs are to be billed to the same Member or group of Members in accordance with the preceding sentence; any Development Costs that are to be billed to a different Member or group of Members will be included in a separate Development Cost Budget.

(c) Any Development Costs that are to be billed to less than all Members in accordance with the foregoing subsection will not be incurred without the written consent of the Members to whom such Development Costs will be billed, which consent will describe the method for allocating such Development Costs to the Consenting Members.

(d) The Authority will furnish the Non-Georgia Member with periodic progress reports as to the status of any planning and development undertaken by the Authority for the benefit of the Non-Georgia Member as provided in this Section 206 and the amounts of Development Costs paid or incurred therefor by the Authority. If the Non-Georgia Member will be required to make any payment pursuant to Section 502 hereof, at the request of the Non-Georgia Member, the Authority will furnish to the Non-Georgia Member a copy of all engineering, legal and financial studies and reports prepared by or for the

Authority in connection with the planning and development of a gas supply program pursuant to this Contract. The Non-Georgia Member will be permitted to use any such study or report for whatever purposes it may desire.

Section 207. Projects.

(a) Subject to the provisions of this Section 207, the Authority is authorized to enter into, construct, acquire and improve any Project for the Non-Georgia Member or a group of Members including the Non-Georgia Member; provided, that the Authority will have entered into a Supplemental Contract with respect to such Project with the Non-Georgia Member and such other Members who will benefit from the Project.

(b) Project Costs incurred or to be incurred in connection with any particular Project will be included in a Project Cost Projection and recovered in accordance with Section 503 hereof. Project Costs relating to any number of Projects may be included in a particular Project Cost Projection so long as the same Member or group of Members are parties to the Supplemental Contracts relating to the Projects.

(c) At the request of the Non-Georgia Member, the Authority will furnish to the Non-Georgia Member a copy of all engineering, legal and financial studies and reports prepared by or for the Authority in connection with the Project. The Non-Georgia Member will be permitted to use any such study or report for whatever purposes it may desire.

Section 208. Member Services.

The Authority will be authorized to develop and implement a program and to hire and maintain the necessary personnel therefor, for the provision of ancillary, non-gas-supply services related to the assistance of Members in optimizing the efficiency of their gas supply systems, including without limitation volume purchasing, regulatory intervention, and retail rate, commodity price hedging, and marketing assistance services to the Members. The costs incurred by the Authority for the provision of such services will be included in the Annual Authority Budget and billed to the Members in accordance with Section 504 hereof; provided, that if such costs include costs of goods provided to particular Members, those Members will be billed directly the cost of goods.

Section 209. Diligence.

The Non-Georgia Member agrees to exercise diligence in the operation of its gas distribution system in order to secure effective operation and to maintain the highest standards of safety, and agrees to maintain its gas distribution system in a safe operating condition at all times.

Section 210. Access.

The Non-Georgia Member will give all necessary permission to enable the employees and agents of the Authority to carry out this contract, and will otherwise be subject to applicable terms and conditions set forth in any tariffs which affect the Non-Georgia Member and which are filed with the Federal Energy Regulatory Commission. The Authority and the Non-Georgia Member each will give the other the right to enter the premises of the other at all reasonable times for the purpose of servicing, repairing or removing facilities, reading meters, performing work incidental to delivery and receipt of Gas Supplies, and inspection of financial, operational and other records, provided the Authority or the Non-Georgia Member will notify the other a reasonable period, of time in advance and afford the other the opportunity to have its representative present.

ARTICLE III

ADMINISTRATION OF EXISTING CONTRACTS

Section 301. Existing Contracts.

The Non-Georgia Member hereby identifies on Exhibit “A” hereto all of its Existing Contracts now in effect. The Non-Georgia Member will promptly submit to the Authority true and correct copies of any further Existing Contracts.

Section 302. Appointment of Authority as Agent.

The Non-Georgia Member hereby appoints the Authority its agent for the administration of each Existing Contract for and during the remainder of its respective term, or until such Existing Contract is sooner cancelled by the Non-Georgia Member. The Authority hereby accepts such appointment as agent for the administration of each Existing Contract. As agent, the Authority will take all action required of the Non-Georgia Member under each Existing Contract, and will deal with the other contracting party on behalf of the Non-Georgia Member. The Non-Georgia Member will execute such powers of attorney or other documents as may be required to enable the Authority to carry out its duties under this Article III. It is specifically agreed and understood that this appointment creates a principal-agent relationship, and is not intended to constitute an assignment or assumption of such Existing Contract, and nothing contained herein is intended to violate any provision of such contracts, and in the event of a conflict between such Existing Contract and this contract, the provisions of the Existing Contract will prevail.

Section 303. Costs Relating to Existing Contracts.

The Non-Georgia Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the Authority’s administration of each Existing Contract will be included in the Annual Authority Budget. The Cost of Gas Supplies purchased under the Existing Contracts of the Non-Georgia Member, determined as provided in Section 503 hereof, will be billed through to the Non-Georgia Member by the Authority as actually incurred.

Section 304. Excess Existing Contract Gas Supplies.

The Non-Georgia Member and the Authority recognize that from time to time there may be Existing Contract Gas Supplies which are in excess of the needs of the Non-Georgia Member, and the Non-Georgia Member hereby authorizes the Authority to sell or otherwise dispose of such excess to the extent practicable in accordance with said Existing Contract, for the Non-Georgia Member's account.

ARTICLE IV

AUTHORITY GAS SUPPLIES

Section 401. Authority Gas.

The Authority and the Non-Georgia Member recognize that from time to time the Non-Georgia Member may have Gas Supply Requirements which are in addition to the amounts of gas supplies taken by the Non-Georgia Member under its Existing Contract or Contracts. The Authority will use its best efforts to obtain economical Authority Gas Supplies to satisfy such additional Gas Supply Requirements for delivery to the Non-Georgia Member. The Non-Georgia Member agrees to take or pay for its Gas Supply Requirements, over Existing Contract Gas Supplies, from Authority Gas Supplies. In obtaining and delivering Authority Gas Supplies, the Authority may act as principal, but is also hereby appointed as agent for the Non-Georgia Member when such agency is required for regulatory reasons, or is more expeditious.

Section 402. Costs of Purchased Gas Supplies.

The Non-Georgia Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the purchase and delivery of Purchased Gas Supplies to the Members will be included in the Annual Authority Budget. The Cost of Purchased Gas Supplies contained in the Purchased Gas Cost Projections will be recovered as provided in Section 503 hereof.

Section 403. Costs of Project Gas Supplies.

The cost of Project Gas Supplies contained in Project Cost Projections will be recovered as provided in Section 503 hereof.

Section 404. Excess Authority Gas Supplies.

The Non-Georgia Member and the Authority recognize that from time to time there may be Authority Gas Supplies in excess of the current estimated needs of Members, as estimated by the Authority. The Authority will be authorized to sell or otherwise dispose of Authority Gas Supplies to persons not a Member of the Authority to the extent such Authority Gas Supplies will be deemed excess by the Authority.

Section 405. Classes of Service.

The Authority may from time to time establish classes of Authority Gas Supply Services, including without limitation, firm service, off-peak firm service, interruptible service, peaking service, storage service and transportation service.

ARTICLE V

CHARGES AND BILLINGS TO THE NON-GEORGIA MEMBER

Section 501. Amounts in the Annual Authority Budget.

The Non-Georgia Member and the Authority agree that the amounts provided for in the Annual Authority Budget will be paid by the Members on the following basis: (a) one-half of the total costs included in the Annual Authority Budget for each month of the Gas Supply Year will be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total retail meters of such Member and the denominator of which is the total retail meters of all Members of the Authority, and (b) the remainder of the costs included in the Annual Authority Budget for such month will be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total MMBtu of Gas Supplies delivered to such Member during such month and the denominator of which is the total MMBtu of Gas Supplies delivered to all Members of the Authority during such month.

The foregoing method of allocating the amounts in the Annual Authority Budget may be changed by the Board of the Authority to some other method for fully allocating such amounts to the Non-Georgia Members. Any such change must be approved by a vote of at least two-thirds of the Members of the Board of the Authority voting on the issue. The Authority will prepare and submit to the Non-Georgia Member any proposal to change the said allocation method at least ninety (90) days prior to the proposed effective date of such change. The Non-Georgia Member may then submit to the Authority any matters or suggestions relating to the proposal that the Non-Georgia Member may care to present. The Authority will then proceed with the consideration of the proposal not more than forty-five (45) days prior to the proposed effective date of the proposal and will cause copies of any adopted change to be delivered to the Non-Georgia Member.

Section 502. Amounts in any Development Cost Budget.

The costs provided for in a Development Cost Budget will be paid by the Members for whom the Development Cost Budget has been prepared on the basis of the method referred to in Paragraph (c) of Section 206 hereof. Such costs allocable to the Non-Georgia Member under any Development Cost Budget will be billed to the Non-Georgia Member following the month during which such costs are incurred by the Authority unless such costs have been annualized, in which event the monthly portion will be billed.

Section 503. Charges for Authority Gas Supply Services.

The Authority will establish rates for each class of Authority Gas Supply Services to Non-Georgia Members in the form of a fair and non-discriminatory pricing mechanism, designed to recover all of the Authority's costs for such services, and maintaining to the extent practicable relative comparative pricing of the particular services in a manner consistent with the relative pricing of similar services offered by other suppliers in the natural gas industry. Rates applicable to Non-Georgia Members may be different than rates applicable to Georgia Members. The Authority's rates may contain demand and commodity components. The rates for each service applicable to a Member will reflect the costs of the particular service and the results of applicable Projects. Any excess of annual revenues received under a rate over the costs associated with such rate for such annual period, after making provision for any applicable rate stabilization or reserve funds established by the Authority from time to time, will be credited on a fair and equitable basis (provided that such basis may distinguish between Georgia Members and Non-Georgia Members) to the Members (excepting only Members with Non-True-up Member Status) to which that rate is applicable. Should a deficiency in revenues available to pay costs associated with a particular rate exist, the Authority may assess reasonable additional charges against Members who have received services charged under that rate during the deficiency period according to such methodology and within such limitations as the Authority may establish from time to time.

The Authority will prepare and submit to the Non-Georgia Member the proposed pricing mechanism at least ninety (90) days prior to the beginning of each Gas Supply Year. The Non-Georgia Member may then submit to the Authority, at any time until such pricing mechanism is adopted, any matters or suggestions relating to such pricing mechanism that the Non-Georgia Member may care to present. The Authority will proceed with the consideration and adoption of such pricing mechanism not less than thirty (30) nor more than forty-five (45) days prior to the beginning of the Gas Supply Year and will cause copies of such adopted pricing mechanisms to be delivered to the Non-Georgia Member.

Unless a pricing mechanism adopted should provide otherwise, as required from time to time during any Gas Supply Year, after thirty (30) days' notice to the Non-Georgia Member, the Authority may adopt any new or amended pricing mechanism applicable for current Gas Supply Year.

Section 504. Monthly Billing Statements.

The Authority will bill the Non-Georgia Member each month during each Gas Supply Year by providing the Non-Georgia Member with a Monthly Billing Statement for such month which will include (a) the amounts included in the Annual Authority Budget and allocated to the Non-Georgia Member under Section 501, (b) amounts due for purchases under the Non-Georgia Member's Existing Contract, (c) amounts due for Authority Gas Supply Services, and (d) any amounts included in any Development Cost Budget and allocated to the Non-Georgia Member under Section 502. Such Monthly Billing Statements

may be billed in part more frequently than monthly. Each such billing will be paid by the Non-Georgia Member on or before the 10th day from the date of such bill. Amounts due and not paid by the Non-Georgia Member on or before such date will bear an additional charge of one and one-half percent (1-1/2%) per month until the amount due is paid in full.

Section 505. Adjustment of Billing.

At the end of each Gas Supply Year, the Authority will determine if the aggregate amount paid by the Non-Georgia Member under Sections 501, 502 and 503 hereof, to provide recovery of all the Authority's costs and budgeted amounts during such Gas Supply Year was in the proper amount. Upon the making of such determination, any amount found to have been paid by the Non-Georgia Member under Section 503 hereof in excess of the amount which should have been paid by the Non-Georgia Member will be treated as provided in Section 503 hereof. Any amount found to have been paid by the Non-Georgia Member under Section 501 or 502 hereof in excess of the amount which should have been paid by the Non-Georgia Member will, in the discretion of the Authority, in whole or in part, be credited on the Monthly Billing Statements to the Non-Georgia Member for the remaining month or months of the Gas Supply Year next succeeding the Gas Supply Year for which such adjustment was determined to have been necessary.

If any deficiency is found to exist in the amount which should have been paid by the Non-Georgia Member, ten percent (10%) of such amount will be added to each of the next ten Monthly Billing Statements. In the event that the failure of a Member to pay its share of annual costs in accordance with this contract will have resulted in the application of amounts in any reserve or working fund to the payment of costs payable from such reserve or working fund and the other Members will have made up the deficiency created by such application or paid additional amounts into such reserve or working fund, amounts thereafter paid to the Authority by such nonpaying Member for application to such past due payments will be credited on the Monthly Billing Statements of such other Members in the next month or months as will be appropriate.

Section 506. Disputed Monthly Billing Statement.

In case any portion of any Monthly Billing Statement received by the Non-Georgia Member from the Authority will be in bona fide dispute, the Non-Georgia Member will pay the Authority the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to the Non-Georgia Member by the Authority after such determination. In the event such Monthly Billing Statement is in dispute, the Authority will give consideration to such dispute and will advise the Non-Georgia Member with regard to the Authority's position relative thereto within thirty (30) days following written notification by the Non-Georgia Member of such dispute.

Section 507. Payment as Operating Expense.

The Non-Georgia Member and the Authority agree that the amounts payable by the Non-Georgia Member under this contract will be paid by the Non-Georgia Member as a cost of Gas Supplies or otherwise as an expense of operation and maintenance of the Non-Georgia Member's gas system.

Section 508. Costs related to Supplemental Contracts.

The Non-Georgia Member and the Authority agree that an estimate of the legal, engineering, administrative and general and other similar costs associated with the Authority's administration of Supplemental Contracts will be included in the applicable Project Cost Projections.

Section 509. Rate Covenant.

The Non-Georgia Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Non-Georgia Member to pay: (a) all amounts payable to the Authority by such Non-Georgia Member under this contract, including without limitation payments of Costs of Gas Supplies provided to the Non-Georgia Member and the costs allocated to the Non-Georgia Member under the Annual Authority Budget and any applicable Developmental Cost Budget or Project Cost Projection, and (b) all other lawful charges against or liens on, the revenues of such Non-Georgia Member's gas system.

Section 510. Sources of Non-Georgia Member's Payments.

The Non-Georgia Member shall be obligated to make payments to the Authority under this contract and any Supplemental Contract first from the gross revenues of the gas system of the Non-Georgia Member and second from any and all other general funds of the Non-Georgia Member legally available for such purpose. The obligation to pay amounts hereunder from the gross revenues of the gas system of the Non-Georgia Member shall constitute a cost of Gas Supplies and otherwise an operating and maintenance cost of the Non-Georgia Member and shall be payable prior to any other lien or charge on such revenues, including without limiting the generality of the foregoing any lien or charge on such revenues pledged for indebtedness of the Non-Georgia Member.

Section 511. [RESERVED]

Section 512. Payment Obligations

The obligation of the Non-Georgia Member to pay promptly its monthly Billing Statement submitted by the Authority to such Non-Georgia Member in accordance with the provisions of Section 504 hereof is for the benefit of, among others, the owners of the Bonds and will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Authority of any obligation to any Member or the breach by any Member of any obligation to the Authority or to any other Member, whether hereunder, under a Supplemental Contract or otherwise or any overpayment or underpayment by reason of miscalculation of the amount owed by any Member to the Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds will have been fully paid or provision for the payment thereof will have been made, no Member will suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this contract, a Supplemental Contract or otherwise.

Section 513. Policy for Rate Stabilization or Reserve Fund.

The Authority will prepare and submit to the Non-Georgia Member a written policy describing any proposed rate stabilization or reserve fund at least ninety (90) days prior to its proposed effective date, and the Non-Georgia Member may then submit to the Authority, at any time until such policy is adopted, any matters that the Non-Georgia Member should care to present; the Authority will proceed with the consideration of such policy not more than forty-five (45) days prior to the proposed effective date and will cause copies of any such adopted policy to be furnished to the Non-Georgia Member.

ARTICLE VI

DEFAULT

Section 601. Event of Default.

Failure of the Non-Georgia Member to make to the Authority any of the payments for which provision is made in this contract or any Supplemental Contract will constitute a default on the part of the Non-Georgia Member.

Section 602. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Non-Georgia Member will not be relieved of its liability for payment of the amounts in default, and the Authority will have the right to recover from the Non-Georgia Member any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this contract or any Supplemental Contract against the Non-Georgia Member, and the Authority may, upon sixty (60) days' written notice to the Non-Georgia Member, cease and discontinue providing all or any portion of the Non-Georgia Member's Gas Supplies.

Section 603. Other Default by Non-Georgia Member.

In the event of a failure of the Non-Georgia Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Non-Georgia Member to pay all amounts due to the Authority under this contract or any Supplemental Contract or in the event of a failure of the Non-Georgia Member to take from the Authority its Gas Supplies in accordance with the provisions of this contract, or in the event of any default by the Non-Georgia Member under any other covenant, agreement or obligation of this contract or any Supplemental Contract, the Authority will enforce any covenant, agreement, or obligation of this contract or any Supplemental Contract against the Non-Georgia Member by means of the process provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 604. Default by Authority.

In the event of any default by the Authority under any covenant, agreement or obligation of this contract or any Supplemental Contract, the Non-Georgia Member will enforce any covenant, agreement, or obligation of this contract or any Supplemental Contract against the Authority by means of the process provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority and the Non-Georgia Member will continue as though no such proceedings had been taken.

ARTICLE VII

AUTHORIZATION FOR THE AUTHORITY TO INCUR DEBT

Section 701. Working Capital.

The Non-Georgia Member and the Authority agree that the working capital requirements of the Authority will be estimated by the Authority from time to time, and the Authority is specifically authorized hereby to incur debt for its working capital requirements to pay legal, engineering, administrative, general and other expenses; interest; operation expenses; planning and engineering expenses; and expenses and advances with respect to the purchase of Gas Supplies; provided, however, that debt incurred for working capital requirements consisting of Development Costs or Project Costs will be incurred pursuant to Sections 702 and 703, respectively, hereof. The principal of and interest on debt incurred under this Section will be included in appropriate Annual Authority Budgets to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 702. Development Costs.

The Non-Georgia Member and the Authority hereby agree that the Authority is specifically authorized hereby to incur debt to finance Development Costs on behalf of one or more Members. The principal of and interest on such debt will be included in a Development Cost Budget prepared for such Member or Members to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 703. Projects.

The Non-Georgia Member and the Authority agree that the Authority is authorized to enter into one or more Supplemental Contracts with one or more Members for the acquisition, purchase, construction, or improvement, of a Project or Projects, as the case may be, and that the Authority may issue debt to finance the costs of such Projects, provided only that no Member will be responsible for any portion of such Project Debt with respect to a Project or Projects unless such Member will have expressly undertaken an obligation with respect to such Project Debt in a Supplemental Contract with the Authority with respect to such Project Debt.

Section 704. Issuance of Authorized Debt.

The Authority is hereby authorized to incur debt from time to time, for the purposes set forth in Sections 701, 702 and 703 of this Article VII, upon satisfaction of the conditions set forth therein and in any Supplemental Contract relating thereto, in such amounts as determined by the Authority, in its sole discretion, to be prudent and reasonably required for such purposes.

Section 705. Pledge of Revenues.

The Non-Georgia Member acknowledges and agrees that the Authority may assign and pledge to any person to whom amounts are owing under Authorized Debt (a “secured party”) its right, title and interest in and to all or any portion of the payments to be made to the Authority under the provisions of this contract and any Supplemental Contract as the Authority will deem appropriate, as security for the payment of such Authorized Debt, and upon such assignment and pledge the Authority may grant to such secured party any rights and remedies herein provided to the Authority.

ARTICLE VIII

MISCELLANEOUS GENERAL PROVISIONS

Section 801. Character and Continuity of Service.

The Authority will not be required to provide, or be liable for failure to provide, service under this contract or any Supplemental Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or, with respect to the services to be provided for Authority Gas Supplies, is caused by the failure or refusal of any other gas supplier to enter into reasonable contracts with the Authority or by the inability of the Authority to obtain any required governmental approvals to enable the Authority to acquire Authority Gas Supplies.

Section 802. Metering.

(a) The Authority reserves the right to provide for installation of meters and will provide or cause to be provided all necessary metering equipment for determining the quantity and conditions of the supply of Gas Supplies delivered by the Authority under this contract or any Supplemental Contract; provided, however, that the Non-Georgia Member may at its own cost install additional metering equipment to provide a check on that of the Authority. The Non-Georgia Member will supply without cost to the Authority a suitable place for installing the Authority’s metering equipment.

(b) If any meter used for billing fails to register or is found to be inaccurate, the Authority will repair or replace such meter or cause it to be repaired or replaced, and an appropriate billing will be made to the Non-Georgia Member by the Authority based upon the best information available for the period, not exceeding sixty (60) days, during which no metering occurred. Any meter tested and found to be not more than two percent (2%) above or below normal will be considered accurate insofar as correction of billings is concerned. If, as a result of any test, a meter is found to register in excess of two percent (2%) above or below normal, then the reading of such meter previously taken for billing purposes will be corrected for the period during which it is established the meter was inaccurate, but no correction will be made for any period beyond sixty (60) days prior to the date on which an inaccuracy is discovered by such test.

(c) In addition to such tests as are deemed necessary by the Authority, the Authority will have any meter tested at any time upon written request of the Non-Georgia Member and, if such meter proves accurate within two percent (2%) above or below normal, the expense of such test will be borne by the Non-Georgia Member.

(d) The Authority will notify the Non-Georgia Member in advance of the time of any meter test so that a representative of the Non-Georgia Member may be present.

Section 803. Liability of Parties.

The Authority and the Non-Georgia Member will assume full responsibility and liability for the maintenance and operation of their respective properties and each will indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided, that any liability which is incurred by the Authority and not covered, or not covered sufficiently, by insurance will be paid solely from the revenues of the Authority, and any payments made by the Authority to satisfy such liability will become part of the Annual Authority Budget. Neither party has any obligation to indemnify the other for fees, expenses or costs relating to a claim, dispute or controversy between the parties.

Section 804. Relationship between Parties.

(a) No Fiduciary Relationship. The Non-Georgia Member acknowledges that the Authority is a joint action agency that represents multiple Members collectively and not the Non-Georgia Member individually, and that all of the Gas Supply Contracts are substantially similar and interrelated so as to effect the reasonable allocation of all costs and benefits of the Authority among the Non-Georgia Members. Accordingly, the Authority owes no fiduciary duty to any Non-Georgia Member except for any limited fiduciary relationship required by law resulting from the designation of the Authority as an agent for a particular purpose hereunder.

(b) Limited Agency Relationship. Except to the extent a provision hereof expressly provides that the Authority will act as the Non-Georgia Member's agent for a particular purpose, the Authority is not the Non-Georgia Member's agent for any purpose.

(c) Gratuitous Advice. If an Authority representative furnishes the Non-Georgia Member with advice or assistance about anything not required under this contract, the furnishing of that advice or assistance will not subject the Authority to any liability.

Section 805. Dispute Resolution.

To expedite the resolution of disputes and to control their costs, the parties agree that any claim, dispute, or controversy relating to or concerning this contract, any Supplemental Contract (notwithstanding anything therein to the contrary) or the parties' business relationship, whether in contract, tort, legal, equitable, statutory or otherwise (referred to as a "Claim") will be resolved as provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 806. Limitation on Damages.

The parties hereby agree to the damages limitations set forth below, which are consistent with, and in furtherance of, the Authority's role as a nonprofit joint action agency acting as an instrumentality of its Members. The Non-Georgia Member intends to collectively share allocable portions of all risks and rewards of the Authority's operations with the other Members through the Gas Supply Contracts. The Non-Georgia Member acknowledges that, though its remedies and damages are limited in this contract, its ultimate recourse is participation in the development of Authority policies and practices through the Board and representation by the Board.

(A) LIMITATION ON CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT OR OTHERWISE FOR ANY LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (WHICH INCLUDES REMOTE OR SPECULATIVE DAMAGES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES ARISING FROM ANY OF THE FOLLOWING: LOSS OF PROFIT OR REVENUES, LOSS OF USE OF A FACILITY OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES SERVICES OR REPLACEMENT GAS, DOWNTIME, OR CLAIMS BY THE NON-GEORGIA MEMBER'S CUSTOMERS. IF ANY LIMITATION IN THIS PARAGRAPH IS LATER HELD TO BE UNENFORCEABLE, THAT LIMITATION IS SEVERABLE FROM THE REST. THE REST WILL REMAIN ENFORCEABLE.

(B) LIMITATION ON DIRECT DAMAGES. THE AUTHORITY'S LIABILITY TO THE NON-GEORGIA MEMBER FOR ANY DAMAGES RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE RELATIONSHIP AMONG THE PARTIES, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, WILL BE LIMITED TO ANY DIRECT DAMAGES RESULTING FROM THE GROSS NEGLIGENCE AND INTENTIONAL ACTS OF THE AUTHORITY ("DIRECT DAMAGES"); PROVIDED, HOWEVER, THAT THE AUTHORITY WILL BE LIABLE FOR SUCH DIRECT DAMAGES ONLY TO THE EXTENT THAT THE NON-GEORGIA MEMBER'S DIRECT DAMAGES ARE SUBSTANTIALLY DIFFERENT THAN THOSE INCURRED BY MOST OTHER MEMBERS THAT ARE TAKING THE RELEVANT SERVICE. FOR THE PURPOSES OF THIS SECTION, THE TERM "AUTHORITY" OR "THE NON-GEORGIA MEMBER" MEANS SUCH PARTY AND ITS AFFILIATES, EMPLOYEES, OFFICERS AND DIRECTORS.

(C) DISPUTE PERIOD. NEITHER PARTY MAY INITIATE A CLAIM, DISPUTE OR CONTROVERSY AGAINST THE OTHER PARTY MORE THAN ONE YEAR AFTER THE DISPUTING PARTY HAS KNOWLEDGE OF THE OCCURRENCE OR NON-OCCURRENCE OF THE EVENT UNDERLYING THE CLAIM. IF THAT ONE-YEAR LIMITATIONS PERIOD IS LATER HELD TO BE UNENFORCEABLE FOR ANY PARTICULAR CLAIM, IT WILL NEVERTHELESS REMAIN ENFORCEABLE FOR ALL OTHER CLAIMS.

(d) No Individual Responsibility. No stipulations, obligations or agreements provided for herein will be deemed to be stipulations, obligations or agreements of any officer of or member of the governing body of the Non-Georgia Member or the Gas Authority in their individual capacity.

Section 807. Additional Members.

The Authority is authorized to accept additional Members, including Non-Georgia Members, and to execute a Gas Supply Contract with such new Member or Members; provided, that any such new Member or Members may be required to pay an entry charge with respect to its membership in the Authority determined by the Board of the Authority and designed to protect the economic interests of the existing Members

Section 808. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Authority's service rules and regulations, which will not be inconsistent with the provisions of this contract or any Supplemental Contract.

Section 809. Termination or Amendment of Contract.

Subject to the terms of any debt instrument relating to Authorized Debt, this contract may be amended by instrument in writing executed with the same formality as this contract; provided, however, if any such amendment is to be made to less than all of the Gas Supply Contracts of the Members, at least thirty (30) days advance notice will be given by the Authority to all Members of the Authority transmitting a copy of such amendment.

Section 810. No Assignment or Transfer.

Except as provided in Section 705 hereof, neither party to this contract will be entitled or empowered to assign or transfer this contract or any interest therein, unless such assignment is required by act of the General Assembly.

Section 811. Prior Contract Superseded.

This contract amends and restates the Prior Contract, provided that all obligations previously incurred under said Prior Contract and not discharged will constitute obligations hereunder.

Section 812. Severability.

In case any one or more of the provisions of this contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this contract will be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 813. Choice of Law.

This contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the latter as adopted by the General Assembly and as interpreted by the courts of this state will prevail in lieu of any provision hereof in conflict or not in harmony therewith. This contract, and any claim, dispute or controversy relating to or concerning this contract or the parties' business relationship, whether sounding in contract, tort, legal, equitable, statutory or otherwise, whether arising before or after the effective date of this contract, will be governed by Georgia law, notwithstanding Georgia's or any other State's choice-of-law or conflict-of-law rules.

Section 814. Non-Georgia Member Board Participation.

Under the Act, the Board is composed of persons elected by representatives of the Georgia Members. To further facilitate Non-Georgia Member participation in the Authority and its development and approval of, among other things, (a) fair and non-discriminatory pricing mechanisms in accordance with Section 503, (b) other terms and conditions as part of the Authority's service rules and regulations, which are not inconsistent with the provisions of this contract or any Supplemental Contract, in accordance with Section 808, and (c) other policies and practices of the Authority, the Authority hereby established three non-voting Board positions to be elected by representatives of the Non-Georgia Members in accordance with the procedures set forth on Schedule 3 hereto.

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Non-Georgia Member has caused this contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Non-Georgia Member is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL GAS AUTHORITY OF GEORGIA

BY: _____
CHAIRMAN

APPROVED AS TO FORM:

GENERAL COUNSEL

ATTEST: _____
SECRETARY-TREASURER

(SEAL)

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY OF QUINCY, FLORIDA

BY: _____
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST: _____
CLERK

(SEAL)

[Amended and Restated Gas Supply Contract]

Exhibit A

[Attach CITY OF QUINCY, FLORIDA
Existing Contracts]

Schedule 1

Interpretation

Unless the context otherwise requires, the following rules will govern the interpretation of this contract and other contracts between the Authority and Member:

(a) The Parties have jointly drafted this contract, and the Members have jointly negotiated all Gas Supply Contracts, and such contracts will be deemed to be their joint work product and will not be construed against either Party, or any Member, by reason of its preparation.

(b) The recitals at the beginning of this contract are incorporated herein for all purposes.

(c) Titles appearing at the beginning of any articles, sections, subsections and other subdivisions of this contract are for convenience only and will not constitute part of such subdivisions and will be disregarded in construing the language contained in such subdivisions.

(d) Words singular and plural in number will be deemed to include the other and pronouns having masculine or feminine gender will be deemed to include the other.

(e) Any reference in this contract to any person includes its successors and permitted assigns and, in the case of any governmental authority, any person succeeding to its functions and capacities.

(f) Any reference in this contract to any Section, Exhibit or Schedule means and refers to the Section contained in, or the Exhibit or Schedule attached to, this contract, unless otherwise specified. Each Exhibit and Schedule attached hereto is incorporated into this contract and made a part hereof for all purposes.

(g) All uses of "include" or "including" will be deemed to be followed by "without limitation", whether expressly so stated or not.

(h) All references to a law, rule, regulation, contract, agreement, or other document mean that law, rule, regulation, contract, agreement, or document as amended, modified, supplemented or restated, from time to time.

(i) Any definition of one part of speech of a word, such as a definition of the noun form of that word, will have a comparable meaning when used as a different part of speech, such as the verb form of that word, and other grammatical forms of defined words or phrases, if initially capitalized, have corresponding meanings.

Schedule 2

Alternative Dispute Resolution

(a) Informal Resolution. The parties will attempt in good faith to resolve any Claim promptly by negotiation between representatives who have authority to settle the Claim. The party making the Claim must first give the other party written notice of the Claim. The receiving party must provide a written response within fifteen (15) days after delivery of the notice. The notice and response must include (1) a statement of the party's position and a summary of arguments supporting that position, and (2) the name and title of the representative who will represent the party in negotiations. Within thirty (30) days after delivery of the notice, the representatives of both parties will meet at a mutually acceptable time and place. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (a) are pending and for fifteen (15) days after the parties hold the in-person negotiation.

(b) Mediation. If the Claim is not resolved after such negotiations, the parties may submit the Claim to JAMS (originally Judicial Arbitration and Mediation Services, Inc.), or its successor, for mediation to be conducted in Fulton County, Georgia. Either party may start the mediation by providing JAMS and the other party a written request for mediation, setting forth the Claim and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. Neither party may file an arbitration against the other before completing the mediation process. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (b) are pending and for fifteen (15) days after the completion of any mediation.

(c) Arbitration. If the parties cannot resolve a Claim through mediation, then the Claim must be resolved by binding arbitration before a single arbitrator. The arbitration will be administered by JAMS in accordance with JAMS Comprehensive Arbitration Rules and Procedures. If there is a conflict between the JAMS Rules and the rules in this contract, the rules in this contract will govern. ARBITRATION MEANS THAT EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL. The parties may, in arbitration, seek all remedies otherwise available under the governing law, provided, however, to the extent that the arbitrator determines that it does not have the power to enter an enforceable judgment ordering a particular remedy otherwise available under the governing law, including mandamus, injunction and actions for specific performance remedies ("Nonarbitrable Remedy"), either party may seek such Nonarbitrable Remedy in the Superior Court of Fulton County, Georgia, which court may accept the finding of fact and determinations of law of the arbitrator respecting the relevant Claim as a stipulation of the parties in the proceeding before it seeking such Nonarbitrable Remedy. Fees, such as attorney's fees and expenses associated with traveling to the arbitration proceeding, will be paid in accordance with JAMS Rules. The arbitration will be held in Fulton County, Georgia unless the parties mutually agree to another location. All

questions about the scope of the arbitration agreement—including all questions of arbitrability—are for the arbitrator to decide. The parties agree that this arbitration agreement affects interstate commerce and that the Federal Arbitration Act applies.

(d) To start an arbitration, a party must:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought. A copy of a Demand for Arbitration can be found at www.jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS Atlanta Resolution Center
One Atlantic Center
1201 West Peachtree, NW, Suite 2650
Atlanta, GA 30309

(3) Send one copy of the demand for arbitration to the other party.

(e) Class action waiver. Neither party may join or consolidate claims in arbitration by or against other individuals or entities, arbitrate any claim as a representative or non-representative member of a class, consolidate discovery across multiple individual arbitrations, or arbitrate any claim in a private attorney general capacity. Accordingly, the parties agree that the JAMS Class Action Procedures do not apply.

(f) Confidentiality. The parties will maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law, including open records laws, or judicial decision.

(g) Severability. A court may sever any portion of this Schedule that it finds to be unenforceable, except for the prohibitions on class, representative, and private attorney general arbitration.

(h) Venue. Any arbitration must be held in Fulton County, Georgia unless another location is mutually agreed to by the parties. If for any reason this arbitration agreement is later held to be unenforceable, the parties (i) agree that any lawsuit or action relating to any Claim between them must be filed in the Superior Court of Fulton County, Georgia, and (ii) to the extent permitted by law, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR ACTION RELATING TO ANY CLAIM. Each party irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of Fulton County, Georgia in any lawsuit respecting Claim. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such proceeding. The parties further agree, to the extent permitted by law, that any final and unappealable judgment against any of them in any proceeding contemplated above will be conclusive and may be enforced in any other

jurisdiction within or outside the United States by suit on the judgment, a certified copy of which will be conclusive evidence of the fact and amount of such judgment.

Schedule 3

Non-Georgia Member Board Position Election Procedure

The three Non-Georgia Member Board positions, the terms of which will begin upon the conclusion of each of their respective **three-year term (except as provided below)**, the beginning of which being in calendar year 2017, and ending upon the election of a successor to each such position, will be elected by an election committee composed of delegates of the Non-Georgia Members in accordance with procedures substantially similar to the Board election procedures provided for in the Act for Georgia Members or appointed, as applicable, provided that:

- (a) The first Non-Georgia Member Board position will be appointed by the largest Non-Georgia Member based on annual quantities of MCF purchased from the Authority during the immediately preceding calendar year (“Largest Non-Georgia Member”) calculated during the calendar year in which such appointment is to be made. The initial term of such first Non-Georgia Member Board position shall be one year. Any mid-term vacancy of such position may be filled by appointment by the Largest Non-Georgia Member as of the date of such appointment.
- (b) The second Non-Georgia Member Board position will be elected by election committee members of the Non-Georgia Members with, individually, annual quantities of MCF purchased from the Authority during the immediately preceding calendar year that are greater than or equal to the median quantity of MCF purchased from the Authority by all Non-Georgia Members, excluding the Largest Non-Georgia Member, during the immediately preceding calendar year. The initial term of such second Non-Georgia Member Board position shall be two years. Any mid-term vacancy of such position may be filled via a special election in accordance with procedures substantially similar to the Board election procedures for Georgia Members.
- (c) The third Non-Georgia Member Board position will be elected by election committee members of the Non-Georgia Members with, individually, annual quantities of MCF purchased from the Authority during the immediately preceding calendar year that are less than the median quantity of MCF purchased from the Authority by all Non-Georgia Members, excluding the Largest Non-Georgia Member, during the immediately preceding calendar year. The initial term of such third Non-Georgia Member Board position shall be three years. Any mid-term vacancy of such position may be filled via a special election in accordance with procedures substantially similar to the Board election procedures for Georgia Members.
- (d) Nominations and voting may occur in writing in lieu of a meeting, including by email and facsimile.



Memorandum

Date: April 28, 2016

To: All Gas Authority Members

From: Arthur Corbin

Subject: Amended and Restated Gas Supply Contract

Since the conclusion of the Smyrna, TN litigation last October, the Board has been working with Staff and our attorneys at Alston & Bird to explore refinements to the Gas Authority legal structure that would minimize the Members' collective exposure as a result of any dispute by an individual Member. As a joint action agency, the Gas Authority functions as an extension of its Members to aggregate their natural gas supply, transportation and management needs and to provide related services to achieve lower costs and higher benefits for the Members. The Members share all the risks and rewards of the Gas Authority's operations pursuant to the Gas Supply Contract, as amended and supplemented. The Board has determined that certain revisions to the Gas Supply Contract are necessary to minimize the impact of any dispute by an individual Member on the other Members.

Attached is the current Gas Supply Contract with the proposed changes shown in red-line format which highlights the specific changes. The proposed changes are summarized below. Changes 1 through 10 are designed to limit the membership's exposure to a dispute by an individual Member. Change 11 provides for the extension of the term of the Gas Supply Contract to coincide with current and future long-term supply prepayments.

Proposed Changes to the Gas Supply Contract:

1. Add intent language at the beginning of the Contract stating that the Members are pooling their resources to operate collectively in the wholesale natural gas market and to provide related services through the Gas Authority and as such share in the risks and rewards associated with the Gas Authority's operations (Pages 1 and 2 and Schedule 1)
2. Clarify Fulton County Superior Court as the exclusive venue for all court actions by Members, including Non-Georgia Members (Schedule 2)

3. Refine the Choice of Law provision to make clear that Georgia law applies to all disputes, including contract claims and tort claims (Page 23)
4. Add Alternative Dispute Resolution and Arbitration Clause to reduce the cost of dispute resolution and increase the chances of amicable resolution prior to litigation or arbitration (Pages 17 and 21 and Schedule 2)
5. Add provision to limit Gas Authority liability for only direct damages incurred due to gross negligence and intentional acts that affect a Disputing Member substantially different than the other Members (Pages 21 and 22)
6. Clarify that the Gas Authority is not a fiduciary to any individual Member as the Gas Authority's duty is to operate in the best interests of the Members collectively (Page 20)
7. Clarify the Gas Authority's reporting responsibility under Section 204 (Page 8)
8. Clarify in Section 803, Indemnification, that the Gas Authority has no obligation to indemnify a Member for costs associated with a dispute between the parties (Page 20)
9. Clarify the services provided under the Contract (Pages 8 and 9)
10. Allow Non-Georgia Members to provide input to the Board through two advisory board positions (Page 23 and Schedule 3)
11. Extend the term of the Contract to match the likely term of future Main Street Natural Gas and other long-term supply prepayments acquired by the Gas Authority (Page 2). This would not affect the right to take Resigning Member status.

The proposed changes have been fully vetted by our Board of Directors, Executive Staff and General Counsel. While no language can provide foolproof protection, it is our collective opinion that these improvements will afford our Members the best possible protection from future legal challenges like the Smyrna litigation.

NEXT STEPS

Between now and June 15, 2016, please take time to review the attached red-line version of the Gas Supply Contract, and do not hesitate to raise any questions or concerns. Barring any unforeseen issues, on July 1, 2016, we plan to mail a clean set of Gas Supply Contracts for formal approval by each of our Members. The packet will include clear instructions, an authorizing resolution for your local government, and a timeline. If you have any questions in the meantime, please don't hesitate to contact me, any Board Member (contact info attached), Chris Strippelhoff or your Member Services representative.

Attachment

cc: Board Members, Peter Floyd, Member Services Team

MGAG Board Members

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(229) 560-4518 (cell)
E-mail 1: b.duke@mchsi.com
E-mail 2: adelice@windstream.net

Mr. Chris Hobby
City Manager
City of Bainbridge
P.O. Box 158 (39815-0158)
101 Broad Street
Bainbridge, GA 39817
(229) 248-2000 Ext. 102 (direct)
(229) 248-2008 (fax)
(229) 515-0085 (cell)
E-mail: chobby@bainbridgecity.com

Mr. Mike Hutchins
Gas Director
City of Lawrenceville
P.O. Box 2200 (30046-2200)
18 S. Clayton Street
Lawrenceville, GA 30046
(770) 277-7406
(770) 277-7543 (fax)
(770) 318-9049 (business cell)
E-mail:
mike.hutchins@lawrencevillegaweb.org

Mr. Steve Sykes
City Manager
City of Thomasville
P.O. Box 1397
Thomasville, GA 31799-1397
(229) 227-7057 (direct)
(229) 227-3318 (fax)
(229) 225-2533 (cell)
E-mail: steves@thomasville.org

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: November 22, 2016

DATE OF REQUEST: November 17, 2016

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: Contract to Purchase Land Adjacent to the Landfill owned by Sheline LLC to serve as a Buffer

Statement of Issue:

This agenda item is intended to inform the City Commission that the City's staff is requesting Commission approval for the Mayor to sign the contract to purchase a piece of property on the western side of the landfill that will serve as a buffer between the landfill and the adjacent property. The signing of this contract will facilitate the implementation of the decision that was made on March 22nd, 2016 as well as on May 9th 2016 to purchase the property. The property is owned by Sheline Properties LLC. The estimated land area for purchase stated in the letter of intent that was approved by the City Commission on May 9, 2016 was 21.5 acres, to be sold at the rate of \$2,500 per acre, for a total of \$53,750.00. Based on the survey result the actual land area to be purchased is 21.01 acres (0.49 acre less), which at \$2,500.00 per acre amounts to a total of \$52,525.00. The City's staff is requesting that the City Commission approve the purchase contract and authorize the Mayor to sign the agreement. Attached to this memo is the "Agreement" and legal description of the subject area.

OPTIONS:

- Option 1: Motion to approve the purchase contract and authorize the Mayor to sign the agreement.
- Option 2: Do not vote to approve the purchase contract.

ATTACHMENT:

1. Purchase and Sale Agreement with location map and legal description.
2. Memo for the Meeting of May 9, 2016

PURCHASE AND SALE AGREEMENT

Date: November 16, 2016

The City of Quincy (“BUYER”) agrees to buy and Sheline Properties, LLC (“SELLER”) agrees to sell the Property, including all timber, improvements, mineral rights, appurtenant easements, and other rights of record and hereinafter referred to as the “Property”, and more particularly described as:

A portion of those lands owned by SELLER located in Gadsden County, Florida within Gadsden County tax i.d. # 3-09-2N-3W-0000-00400-0000 as depicted in Exhibit A of this Agreement, described in Exhibit B of this Agreement, and consisting of 21.01 acres.

1. PURCHASE AND SALES PRICE: \$2,500.00 per surveyed acre

Payable as follows:

(a) Earnest Money Deposit to be made payable to

Gardner, Bist, Bowden, Bush, Dee, Lavia

& Wright, P.A. – Trust Account

\$2,600.00

(b) Cash balance payable at Closing

2. EARNEST MONEY DEPOSIT: Within four (4) business days of the Effective Date, BUYER will make an Earnest Money Deposit in the trust account described in Paragraph 1.(a) above. All interest, if any, shall accrue to the BUYER.

3. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on or before December 31, 2016, unless extended by other provisions of this Agreement. Closing shall take place either by electronic means or at the offices of Gardner, Bist, Bowden, Bush, Dee, Lavia & Wright, P.A. in Tallahassee, Florida.

4. EVIDENCE OF TITLE: The SELLER shall furnish to the BUYER or his attorney an ALTA Owner’s Title Insurance Commitment in the amount of the Purchase and Sales Price. Title evidence to be furnished ten (10) days before Closing.

- 5. EXAMINATION OF TITLE:** The BUYER or his attorney shall have five (5) days within which to examine the title insurance commitment and to signify willingness to accept the same, whereupon the transaction shall be concluded on the closing date specified above. If title is not acceptable, BUYER shall furnish SELLER a written statement specifying the title defects to be cured. If the title is unmarketable, the SELLER shall have thirty (30) days or a reasonable period of time within which to cure the designated defects in the title that render same unmarketable or uninsurable in the opinion of the BUYER or his said attorney, and the SELLER hereby agrees to use reasonable diligence in curing said defects. Upon the defects being cured and notice of that fact being given to BUYER or his said attorney, this transaction shall be closed within five (5) days of the delivery of the notice. At the option of the BUYER, upon SELLER's failure to correct the marketability of the title within the time limit or a reasonable period of time, the SELLER shall deliver the title in its existing condition, otherwise the deposit shall be returned to the BUYER upon demand therefore, and all rights and liabilities on the part of the BUYER arising hereunder shall terminate.
- 6. FEASIBILITY REVIEW:** BUYER hereby states that all conditions of the Property meet with its acceptance (including BUYER's acknowledgement of contamination of the Property) subject to SELLER conveying clear title as described in Paragraph 13 of this Agreement and receiving approval for the creation of a new parcel i.d.
- 7. CONDITIONS OF THE PROPERTY:** Prior to Closing, SELLER warrants that there shall be no material adverse changes in the physical condition of the Property including those caused by acts of God. BUYER's remedy for material adverse changes including acts of God shall be to terminate this Agreement without penalty or loss of earnest money deposit.
- 8. ASSIGNABILITY:** This contract is assignable by the BUYER.
- 9. RESTRICTIONS, EASEMENTS AND LIMITATION:** The BUYER shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record, taxes for the year of closing and subsequent years, if any, provided, however, that there exists at closing no violation of the foregoing and that the foregoing do not affect the marketability of title, and they do not prevent the use of the property for agricultural purposes.
- 10. UTILITIES:** SELLER represents subject property is served by City of Quincy
- 11. EXPENSES:**
SELLER shall pay for the following expenses:

- (a) SELLER's attorney's fees
- (b) Real estate commission

BUYER shall pay for the following expenses:

- (a) Owners' Title Insurance Policy
- (b) Lender's Title Insurance Policy, if any
- (c) State documentary stamps to be affixed to deed
- (d) BUYER's attorney's fees
- (e) Recording of deed
- (f) All expenses relative to all notes and mortgages, including preparation, recording, documentary stamps, intangible tax and mortgagee title insurance.
- (g) Survey

12. DOCUMENTS. Within five (5) business days of the Effective Date, SELLER shall provide BUYER copies of all documents pertinent to understanding the physical attributes of the Property as well as facts pertaining to the ability to develop the Property that are in SELLER'S possession or that SELLER is aware exist. This shall include, but not be limited to maps, lake studies, engineering drawings, environmental analysis, local/state/federal regulatory permits, utility information, zoning information, geotechnical tests, traffic and concurrency studies, surveys, market research, etc. BUYER agrees to keep such materials confidential except as necessary to work with professionals to better assess the merits of the Property. In the event BUYER does not close on the Property, such materials shall be returned to SELLER within ten (10) business days of contract termination.

13. CONVEYANCE: SELLER shall convey title to the property by General Warranty Deed, free and clear of all encumbrances and liens of whatsoever nature, except taxes for the current year, and except as herein otherwise provided. The SELLER shall also deliver to the BUYER a lien and possession affidavit at closing, sufficient to remove lien and possession exceptions from title insurance coverage. Conveyance of title shall be to BUYER.

14. DATE OF POSSESSION: BUYER shall be given possession at closing.

15. TIME FOR ACCEPTANCE: If this Agreement is not executed by all parties hereto, or fact of execution communicated in writing between the parties, on or before 4:00 p.m. Eastern Standard Time, November 30, 2016, this Agreement shall be null and void. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

16. FLOOD ZONE REPRESENTATION: SELLER represents that the flood zone status is unknown to SELLER.

17. BROKERAGE: SELLER is represented by Verdura Realty, LLC (“Verdura”) and, in the event of a successful closing, Verdura will be paid by SELLER at Closing real estate commission in an amount equal to eight percent (8%) of the Purchase and Sales Price.

18. NOTICES: All notices, demands or communications given pursuant to this Agreement shall be in writing and shall be delivered pursuant to one of the following methods of delivery: (i) United States Post Office certified mail or registered mail, return receipt requested, (ii) a nationally recognized overnight courier service which obtains a signed receipt upon delivery (e.g., U.S. Post Office Express Mail, Federal Express, Airborne Express, etc.), or (iii) hand delivery, upon a signed receipt. Notice shall be addressed to the party or person to whom the notice is to be given, at the following addresses:

To SELLER:

Martin E. Sheline, Trustee
Sheline Properties, LLC
425 Bayshore Drive Unit 19
Panama City Beach, FL 32407
Telephone: (404) 550-4772
Facsimile:
Email: msheline@gmail.com

To BUYER:

Derrick D. Elias, Mayor
The City of Quincy
404 W. Jefferson Street
Quincy, FL 32351
Telephone: 850-618-0020
Facsimile:
Email: Delias@myquincy.net

Sylvia Hicks
The City of Quincy
404 W. Jefferson Street
Quincy, FL 32351
Telephone: 850-618-1884
Facsimile:
Email: Shicks@myquincy.net

SELLER or BUYER may from time to time notify the other party of changes with respect to whom and where notices should be sent by sending notification of such changes pursuant to this Paragraph.

19. COOPERATION: A material part of the consideration to the SELLER for selling is that the SELLER has the option to qualify this transaction as a tax deferred exchange under Section 1031 of the Internal Revenue Code. BUYER agrees to cooperate in the exchange provided BUYER incurs no additional liability, cost or expense.

20. STANDARDS FOR REAL ESTATE TRANSACTIONS

- A. **EFFECTIVE DATE:** The Effective Date as referred to in this Contract shall be the last date of when the SELLER and the BUYER has signed this Contract.
- B. **SURVEY:** If the BUYER desires a survey of the property, he may have the property surveyed at his expense at least five (5) days prior to the closing date. If the survey shows any encroachments on the land herein described, or that the improvements located on the land herein described encroach on other lands, or any shortage, written notice to that effect along with a copy of the survey shall be given to SELLER and the same shall be treated as defects in title to be eliminated by SELLER.
- C. **PRORATIONS:** All taxes for the current year, rentals, insurance premiums and assessments shall be prorated as of the date of closing with BUYER paying for the date of closing.
- D. **WARRANTIES:** SELLER warrants that there are no facts or defects known to SELLER materially affecting the value of the real property which are not readily observable by BUYER or which have not been disclosed to BUYER in writing.
- E. **ESCROW:** Any escrow agent (“Agent”) receiving funds or equivalent is authorized and agrees by acceptance of them to deposit then promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. At SELLER’s option, failure of clearance of funds shall be considered a default. If in doubt as to Agent’s duties or liabilities under the provisions of this Contract, Agent may, at Agent’s option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit said escrowed funds with the Clerk of the Circuit Court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items

previously delivered out of escrow. Any suit between BUYER and SELLER where Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. Parties agree that Agent shall not be liable to any party or person for misdelivery to BUYER and SELLER of items subject to this escrow, unless misdelivery is due to willful breach of Contract or gross negligence of Agent.

- F. **DISBURSEMENT OF CLOSING PROCEEDS:** Disbursement of closing proceeds shall be made as soon after closing as final title certification and examination have been made, but which shall be no later than five (5) business days after closing.

- G. **FAILURE OF PERFORMANCE:** If BUYER fails to perform this Contract within the time period specified (including payment of all deposits hereunder), the deposit(s) paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims whereupon BUYER and SELLER shall be relieved of all obligations under this Contract. If, for any reason other than failure of SELLER to make SELLER's title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Contract, the BUYER may seek specific performance or elect to receive the return of BUYER's deposit(s) without thereby waiving any action for damages resulting from SELLER's breach.

- H. **OTHER AGREEMENTS:** This Contract constitutes the entire agreement between the parties and any changes, amendments or modifications hereof shall be null and void unless same are reduced to writing and signed by the parties hereto.

- I. **PERSONS BOUND:** The covenants herein contained shall bind and the benefits and advantages shall pass to the respective heirs, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, and the use of any gender shall include all genders.

- J. **ATTORNEYS FEES AND COSTS:** In any litigation arising out of this Agreement, the prevailing party in such litigation which, for the purposes of this Standard, shall include SELLER, BUYER, and Verdura, shall be entitled to recover reasonable attorney's fees and costs, including reasonable attorney's fees and costs incurred in any appeal.

- K. **PROVISIONS:** Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

L. INGRESS AND EGRESS: SELLER warrants that there is ingress and egress to the real property sufficient for the intended use as described herein.

M. TIME: Time periods herein of less than six (6) days shall, in the computation, exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day. Failure of any party to perform any covenant of this contract within the time limits set forth for performance of such covenant shall not be considered a material breach excusing performance unless such failure results in a material loss to the aggrieved party.

THIS IS A LEGALLY BINDING CONTRACT AND WILL NOT BE RECORDED UNLESS OTHERWISE AGREED TO BETWEEN THE PARTIES. IF NOT FULLY UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE. DO NOT SIGN UNTIL ALL BLANKS ARE COMPLETED.

SELLER(S)

BUYER(S)

Sheline Properties, LLC

The City of Quincy

Approved in open session by The City Commission of the City of Quincy this 22nd Day of November, 2016

Martin E. Sheline, Trustee

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

Date: _____

Date: _____

Date: _____

Sylvia Hicks, City Clerk
Date: _____

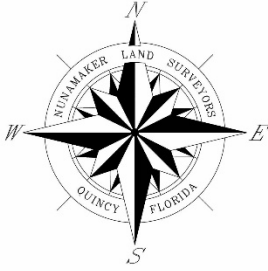
EXHIBIT A

Property – Aerial Map



EXHIBIT B

Property – Legal Description (next page)



dDouglas W. Nunamaker, PSM No. 6297

Professional Surveying & Mapping

.3 S. Calhoun Street Quincy, Florida 32351 – Ph: 850.627.7788

andsurveyor@tds.net Online - gadsdencountysurveyor.com

Noah Nunamaker, PSM No. 6943 - Seth Nunamaker, Associate

November 11, 2016

LEGAL DESCRIPTION

A parcel of land lying in the Southeast Quarter of Section 9, Township 2 North, Range 3 West, Gadsden County, Florida, being a portion of lands recorded in Official Record Book 711, page 1590 of the Public Records of Gadsden County, being more particularly described as follows:

Commence at a crimped iron pipe known as marking the Southeast Corner of Section 9, Township 2 North, Range 3 West, Gadsden County, Florida and run thence along the Eastern boundary of said Section 9, North 00 degrees 40 minutes 26 seconds West 420.00 feet;

Thence run South 89 degrees 16 minutes 45 seconds West 200.00 feet to the Southeast Corner of said lands recorded in Official Record Book 812, page 336 of said Public Records;

Thence run North 00 degrees 40 minutes 54 seconds East 400.0 feet to a concrete monument #3031, found, marking the Point of Beginning.

From said Point of Beginning run thence North 89 degrees 50 minutes 35 seconds East 200.04 feet to a concrete monument #3031, found, on the Easterly boundary of said Section 9;

Thence run along said Easterly boundary North 00 degrees 20 minutes 45 seconds East 1759.71 feet to a concrete monument #1254, found, marking the Southeast corner of lands recorded in Official Records Book 722, page 41 of said Public Records, on the Southerly boundary of Deerwood Subdivision (unrecorded);

Thence run along said Southerly boundary of Deerwood Subdivision, North 89 degrees 56 minutes 47 seconds West 989.92 feet to a concrete monument #1254, found;

Thence continue North 89 degrees 56 minutes 47 seconds West 145.00 feet to a 5/8 inch iron bar and cap #6297, set;

Thence leaving the Southerly boundary of said Deerwood Subdivision run South 02 degrees 40 minutes 05 seconds East 980.86 feet to a concrete monument #3031, found, marking the Northwest corner of said lands recorded in Official Records Book 812, page 336 of said Public Records;

Thence continue along the perimeter of said lands recorded in Official Records Book 812, page 336 of said Public Records as follows:

North 47 degrees 43 minutes 20 seconds East 540.57 feet to a 5/8 inch iron bar and cap #6297, set;

Thence run North 89 degrees 16 minutes 26 seconds East 320.00 feet to a 5/8 inch iron bar, found;

Thence run South 00 degrees 40 minutes 54 seconds East 1149.15 feet to said Point of Beginning.

Area containing 21.01 acres, more or less.

Douglas W. Nunamaker

Professional Surveyor and Mapper

ATTACHMENT 2

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: May 9, 2016

DATE OF REQUEST: May 3, 2016

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: Revision to Letter of Intent to Purchase Land Adjacent to the Landfill owned by Sheline LLC to serve as a Buffer

Statement of Issue:

This is a request to modify the offer that was made in the letter of intent to purchase a 21.5-acre piece of property located adjacent to the landfill that is owned by Sheline Properties LLC. On March 22, 2016 the City Commission approved the offer that was made by the City's staff to purchase the property for \$44,720.00 (i.e., \$2,080) per acre). The property owner has responded with a counter offer to sell the property for \$53,750.0 (i.e., 2,500 per acre). The City's staff is requesting that the City Commission approve the offer to purchase the property for \$53,750.00. This is because the amount offered by the owner is within the approximate appraisal value the property. (Please see attached the original agenda item of March 22, 2016).

OPTIONS:

- Option 1: Vote to approve the revised offer in the letter of Intent to purchase a portion of the land adjacent to the landfill owned by Sheline, LLC to serve as a buffer.
- Option 2: Vote to disapprove the revised offer to purchase the property.

ATTACHMENT:

- 3. Agenda item of March 22, 2016 with the original letter of intent.

ATTACHMENT

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: March 22, 2016

DATE OF REQUEST: March 16, 2016

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: Letter of Intent to Purchase Land Adjacent to the Landfill as Buffer

Statement of Issue:

The purpose of this agenda item is to inform the Commission that the City is currently negotiating with the Sheline Trust for the purchase of approximately 21 acres of land adjacent Quincy Byrd landfill to help address the issue of contamination from the landfill. On August 22, 2013, the City had received a letter from Sheline Partnership, LLLP, asking the City to purchase approximately 25 acres of its property east of the landfill that is currently under the cloud of potential contamination. In view of that on September 3, 2013 an agenda item was brought to the commission for authorization to enter into negotiations with the Sheline Trust for the purpose of acquiring this land; the request was approved unanimously. The proposal in the attached letter of intent is to purchase + or - 21.5 acres at a cost of \$2,080.0 per acre for a total of about \$44,720.0. The purchase price stated herein is based on the appraisal that was conducted by the City in March 2014. The City's staff is recommending that the City Commission approve the letter of intent to purchase this land.

Background:

Regarding the Quincy Byrd Landfill, Sheline Partnership, LLLP, owns the land east of the landfill. For the past several years, the State Department of Environmental Protection (DEP) had required the City to conduct groundwater monitoring and evaluation on the property east of the landfill for potential groundwater contamination. According to reports submitted to DEP, a vinyl chloride level that exceeds EPA's

allowed standard was observed in a couple of the monitoring wells located east of the landfill boundary. The report of 2013 recommended additional rounds of groundwater monitoring to confirm results.

Since then more studies have been conducted and the DEP has now concluded that the vinyl chloride found in the monitoring well on the strip of land between the landfill and the Sandco Mine, owned by Sheline LLLP, comes from the landfill.

In view of that, on February 19, 2016, the City's staff met with FDEP where they recommended that one action the City could take is to acquire the strip of land between the landfill and Sandco Mine plus other land to the east of the strip to set aside a buffer and place a restrictive use covenant on it.

Sheline Trust does not own all of the land within the strip. So, the City will later approach the owner of the remainder of the strip to acquire a portion of their land or seek a restrict use agreement with them.

The letter of intent attached herein will show the FDEP that the City is serious about addressing the contamination issue on this strip of land. The area tentatively identified for purchase is approximately 21.5 acres and it is the area between Sandco Mine and the landfill and some of the area to the west as shown in the attached map. The money for the purchase was not budgeted and the purchase is contingent on the appropriation of funds during the 2016-17 budget. This letter of intent does not represent the final contract to buy the land and it is non-binding. The final purchase contract will be brought to the Commission for approval.

OPTIONS:

- Option 1: Vote to approve the letter of Intent to Purchase a portion of the land adjacent to the landfill owned by Sheline, LLLP as a buffer.

- Option 2: Vote to disapprove the decision to purchase the land.

STAFF RECOMMENDATION:

Option 1

Attachment:

1. Letter of Intent to Purchase Land

Letter of Intent

This Letter of Intent will serve to outline the intent of the City of Quincy ("Buyer") to enter into the purchase of all land, timber, mineral rights and improvements owned by Sheline Properties, LLC ("Seller") consisting of 21.5 +/- acres within the easternmost portion of tax parcel 3-09-2N-3W-0000-00400-0000 in Gadsden County, Florida as depicted in Exhibit A.

1. **PURCHASE PRICE.** \$2,080 per acre for a total of \$44,720.0 all cash.

2. **EARNEST MONEY DEPOSIT.** 5% of the Purchase Price payable within 4 business days after the full execution of a Purchase and Sale Agreement ("Agreement"). The Earnest Money Deposit will be made payable to Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A. – Trust Account.

3. **CLOSING.** On or before October 31, 2016 at the offices of Gardner, Bist, Bowden, Bush, Dee, LaVia & Wright, P.A., in Tallahassee, Florida or by mail or electronic means.

4. **FEASIBILITY PERIOD.** Buyer shall have a Feasibility Period that extends to September 30, 2016 to satisfy that the Property is suitable to Buyer in its sole and absolute discretion and that the amount of the Purchase Price is provided for in Buyer's 2016-17 fiscal year budget. At any time prior to the end of the Feasibility Period, Buyer may cancel the Agreement by providing written notice and receive a full refund of the Earnest Money Deposit.

5. **TITLE.** Seller agrees to convey title to Purchaser by statutory warranty deed. Within 45 days before the end of the Feasibility Period, Seller will provide Buyer with a commitment for an ALTA owner's title policy ("Commitment") and copies of all instruments shown by the Commitment as exceptions. Buyer shall have 5 days after receipt to review the Commitment. Within the review period, Buyer may either (a) terminate the Agreement and receive a refund of the Earnest Money Deposit if Buyer is not satisfied, in the exercise of its sole judgment, or (b) deliver to Seller written objections. Within 10 days of receipt of such written objections, Seller shall notify Buyer whether or not it will cure any such defects. If Seller elects not to cure, Buyer shall have 5 days after receipt of such written election by Seller to either (i) terminate the Agreement and receive a refund of the Earnest Money Deposit or (ii) waive the defects and proceed with this transaction.

6. **CLOSING COSTS.** Closing costs shall be split as follows:

 - Seller's Responsibilities
 - a) Seller's attorney's fees
 - b) Real estate commission

 - Buyer's Responsibilities
 - a) Owners' Title Insurance Commitment and Policy
 - b) Lenders' Title Insurance Policy

- c) State documentary stamps to be affixed to deed
- d) Buyer's attorney's fees
- e) Recording of deed
- f) All expenses relative to all notes and mortgages, including preparation, recording, documentary stamps, intangible tax and mortgagee title insurance
- g) Survey

- 7. **ASSIGNMENT.** Buyer may assign the contract
- 8. **REPRESENTATION DISCLOSURE.** Seller is represented by Verdura Realty, LLC and will be paid a real estate commission at closing by Seller equal to 8% of the Purchase Price.
- 9. **CONTRACT REVIEW PERIOD.** This Letter of Intent shall not legally bind either party or have the effect of a contract as its terms are contingent upon finalization and execution of a mutually acceptable Agreement.
- 10. **TIME LIMIT.** This Letter of Intent is valid until the end of business on September 30, 2016.

SELLER- Sheline Properties, LLC

BUYER – City of Quincy

Martin E. Sheline

Mike Wade

Sheline LLLP

City Manager

Date: _____

Date: _____

XXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

Date: _____

Date: _____

XXXXXXXXXXXX

Date: _____



**City of Quincy
City Commission
Agenda Request**

Date of Meeting: November 22, 2016
Date Submitted: November 17, 2016
To: Honorable Mayor and Commissioners
From: Mike Wade, City Manager
Ted Beason, Finance Director
Subject: Waste Pro C.P.I. Rate Increase

Since October of 2007 the City has operated with an agreement with WastePro to provide garbage services. Under the terms of the agreement WastePro is permitted to increase its rates once a year by the amount of the increase of the Consumer Price Index. WastePro implemented a 1.04% increase in October of 2016. The tables below summarize the rate increase to the City for residential customers.

	Waste Pro Rates		Oct 2016
	Previous Rate	1.04%	New Rate
Residential	\$ 18.22	\$0.19	\$ 18.41
Residential Recycling	\$ 5.73	\$0.06	\$ 5.79
Commercial Handload	\$ 22.31	\$0.23	\$ 22.54

Rather than absorbing the rate increase, we are recommending that the City raise its garbage collection rates by 1.04%, the same percentage increase that WastePro passed onto to the City. The table below shows residential rate increases that the City would implement.

Quincy Customer Rates

	Previous Rate	1.04%	Dec 2016 Rate
Residential	\$ 21.57	\$0.22	\$ 21.79
Residential Recycling	\$ 5.73	\$0.06	\$ 5.79
Commercial Handload	\$ 24.35	\$0.25	\$ 24.60

The commercial rate increases are shown on the next page.

Quincy Commercial Customers

Size	Pickups per Week				
	1X	2X	3X	4X	5X
2 Yard	\$ 59.84	\$ 111.35	\$ 158.65	\$ 202.81	\$ 230.14
4 Yard	\$ 117.65	\$ 220.67	\$ 316.34	\$ 402.53	\$ 467.71
6 Yard	\$ 175.48	\$ 330.00	\$ 472.97	\$ 603.32	\$ 685.31
8 Yard	\$ 233.29	\$ 439.33	\$ 630.65	\$ 803.05	\$ 912.38

CPI Increase	1.00%				
Size	1X	2X	3X	4X	5X
2 Yard	\$ 0.60	\$ 1.11	\$ 1.59	\$ 2.03	\$ 2.30
4 Yard	\$ 1.18	\$ 2.21	\$ 3.16	\$ 4.03	\$ 4.68
6 Yard	\$ 1.75	\$ 3.30	\$ 4.73	\$ 6.03	\$ 6.85
8 Yard	\$ 2.33	\$ 4.39	\$ 6.31	\$ 8.03	\$ 9.12

New rates					
Size	1X	2X	3X	4X	5X
2 Yard	\$ 60.44	\$ 112.46	\$ 160.24	\$ 204.84	\$ 232.44
4 Yard	\$ 118.83	\$ 222.88	\$ 319.50	\$ 406.56	\$ 472.39
6 Yard	\$ 177.23	\$ 333.30	\$ 477.70	\$ 609.35	\$ 692.16
8 Yard	\$ 235.62	\$ 443.72	\$ 636.96	\$ 811.08	\$ 921.50

Options:


- Option 1: Motion Pass on WastePro' s 1.04% rate increase.
- Option 2: Motion to not pass the rate increase, foregoing the \$12,600 it would generate.

Staff Recommendation:

- Option 1.

12-Month Percent Change

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

Download:  [xlsx](#)


Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.8	2.6
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.5	3.1
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	4.2	3.4
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.6	-0.1
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	2.1	1.2
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	2.8	3.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.3	1.8
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5	1.4
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.7	1.5
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	-0.1	0.3
2016	1.4	1.0	0.9	1.1	1.0(R)	1.0(R)	0.8(R)	1.1(R)	1.5				1.1(R)	

R : Revised

Per Contract -- May of the Previous

Consumer Price Index - All Urban Consumers

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

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229(R)	241.018(R)	240.628(R)	240.849(R)	241.428				238.778(R)	

R : Revised



264 Commerce Lane, Midway, FL 32343 | 850-328-0365 | tmitchell@wasteprousa.com

Date 11-1-2016

Ted Beason
Director of Finance
City Of Quincy
404 W Jefferson St.
Quincy, FL 32351

RECEIVED
NOV 09 2016
FINANCE

Dear Ted Beason:

Waste Pro would like to thank you and the City for the continued opportunity to service you community and look forward to a long relationship.

As per contract page 7 section 11.2, it is time for our annual CPI increase using the May indices. As of Oct 1, 2016 the rates will increase by 1.02% as indicated on attached sheets. If you have any questions please call me at 850-328-0365.

Sincerely,

Todd Mitchell
Division Manager

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: November 22, 2016
Date Submitted: November 17, 2016
To: Honorable Mayor and Members of the City Commission
From: Mike Wade, City Manager
Greg Taylor, Director, Parks and Recreation
Subject: 2016 Christmas Parade

Issue:

City of Quincy Parks and Recreation Department is requesting approval to organize and host a Christmas Parade on Thursday, December 15, 2016.

Background:

It has become a tradition that the City of Quincy organizes and hosts a Christmas Parade every year in the month of December. This parade normally starts on the corner of Stewart and Washington Streets. It continues east on Washington Street and ends on North Madison Street. In the past, to be as hospitable and accommodating as possible, we have informed all businesses and residents along this route that the parade will be taking place. We have also coordinated the parade around the events that two groups, First Baptist Church and Leaf Theater, have every year. This effort has given each party the ability to maximize parking for their events. We normally yield to the Fridays that both groups are having events on, however the only Friday that is available this year is two days before Christmas. We believe that turnout would be very low on this date, therefore we have come up with an alternate date of Thursday, December 15, 2016.

Options:

- Option 1: Move to approve the parade for Thursday, December 15, 2016
- Option 2: Disapprove the parade for Thursday, December 15, 2016

Staff Recommendation:

- Option 1.

Attachments: Parade Package

City of Quincy

2016
Christmas
PARADE



THEME:

“Deck the HALLS with LIGHTS & BALLS”
(A Sporty Christmas)

Thursday, December 15th, 2016
at 6:00pm

Special Guest Appearances From:

- *Former NFL Players
- *Former NBA Players
- *Former College Players



NO PARADE ENTRY FEE

PARADE STARTS AT WARD'S LOT AND ENDS AT THE COURTHOUSE

This is a City of Quincy sponsored event. For more information call (850) 618-0042.

CITY OF QUINCY

2016 CHRISTMAS PARADE INVITATION

THURSDAY ~ DECEMBER 15, 2016 AT 6:00 PM

“Deck the Halls with LIGHTS and BALLS”

(A Sporty Christmas)



Greetings from the management and staff of the beautiful City of Quincy, Florida. On behalf of the City of Quincy Christmas Parade Committee, we would like to cordially invite you and your organization to join us in our Annual Christmas Parade as we enter into this Holiday Season! We are excited to present the pertinent information you will need in order to participate in the 2016 Christmas Parade. **There is no entry fee; every group, organization, or unit may enter the Christmas Parade free of charge!**

This year, the Christmas Parade is scheduled for Thursday, December 15, 2016. Staging will be on Ward's Lot (behind the Fire Department) beginning at 4:30 p.m. All participants must be on site to line up by 5:15 p.m. The parade will begin promptly at 6:00 p.m. The parade's theme is: “Deck the Halls with LIGHTS and BALLS... (A Sporty Christmas)”. Participants will receive extra points for incorporating the sports theme into their parade entry (i.e. sports balls, sports cars, sports equipment, etc). The parade will feature appearances from former Professional and College Players from the NFL, NBA, and College Teams.

All participants entering the parade must complete and submit the attached application and waiver form for processing. Please complete an entry form for each unit (i.e. float, vehicle or walking unit). Your float and towing vehicle is considered one vehicle.

Floats, cars, and trucks must be appropriately decorated. At a minimum, entries must have a sign located on the front and sides of the vehicle and/or float to identify the participant. All parade participants **must** enhance their entries with LIGHTS!! Entries that are not decorated appropriately with lights **will not** be allowed to participate in the parade (**please do not put us in an awkward position**). The application deadline is Monday, December 12, 2016 by close of business.

WE ASK THAT ALL 4-WHEELERS/ORV'S

- ▶ Must be in an organized club ▶ Must wear safety gear ▶ Must be decorated

MOTORCYCLES, RIDERS:

- ▶ Motorcycles must be street legal ▶ Riders must wear safety gear ▶ Riders must be decorated

ALL CARS & TRUCKS:

- ▶ Must be decorated ▶ Must be lighted

HORSES:

- ▶ Must be decorated or the rider must be decorated

We advise you not to throw candy during the parade. If you choose to throw candy, you will be held liable for any injury that may occur.

If you have further questions, please call the City of Quincy Parks and Recreation Department at (850) 618-0042, Monday - Thursday, 8:00 a.m. – 5:00 p.m. Thanks in advance for your cooperation and participation in the City of Quincy 2016 Christmas Parade.

Respectfully,

Greg Taylor

Greg Taylor, Director
Parks & Recreation





CITY OF QUINCY

2016 CHRISTMAS PARADE INVITATION

THURSDAY ~ DECEMBER 15, 2016 AT 6:00 PM

“Deck the Halls with LIGHTS and BALLS”

(A Sporty Christmas)



Your group or organization is cordially invited to participate in the City of Quincy's Annual Christmas Parade on Thursday, December 15, 2016 at 6:00 p.m. There is no entry fee; every group, organization, or unit may enter parade free of charge!

Please return this entry form and the attached Parade Liability Disclaimer on or before Monday, December 12, 2016 (forms may also be downloaded from the City of Quincy website: www.myquincy.net). You may return your completed forms by mail, fax or email to:

City of Quincy
Parks and Recreation Department
122 North Graves Street
Quincy, FL 35351
Fax: 866-925-3619
Email: gtaylor@myquincy.net

If you need additional information or assistance you may call Quincy Parks and Recreation Department at (850) 618-0042.

PARADE ENTRY FORM

Organization/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____

Contact Person: _____ Email Address: _____

Category of Entry:

(One form per entry)

- | | | |
|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Float | <input type="checkbox"/> Walking Unit | <input type="checkbox"/> Semi-truck |
| <input type="checkbox"/> Decorated Vehicle | <input type="checkbox"/> Animal Unit | <input type="checkbox"/> Other: _____ |

- ❖ If you are entering a float, please estimate approximate length of entry: _____ feet
- ❖ If you are entering a walking unit, please estimate approximate number of walkers: _____ walkers
- ❖ All Animal units must include pooper-scoopers.
 - Inspectors may be present; be prepared to show your negative Coggins test certificate.

FOR OFFICE USE:

Date Application Received: _____ Application Received By: _____





CITY OF QUINCY

2016 CHRISTMAS PARADE INVITATION

THURSDAY ~ DECEMBER 15, 2016 AT 6:00 PM

“Deck the Halls with LIGHTS and BALLS”

(A Sporty Christmas)



2016 CHRISTMAS PARADE LIABILITY DISCLAIMER

The City of Quincy and the Christmas Parade Committee does not provide liability insurance for the protection of individuals, groups, organizations, **businesses, spectators, or others who may participate in the 2016 Christmas Parade.**

In consideration for your participation in said Christmas Parade, we advise you not to throw candy during the parade. If you choose to throw candy, you will be held liable for any injury that may occur. The individual, group, organization, business, spectator, or other does hereby release and forever discharge the City of Quincy and the Christmas Parade Committee and its officers, board, and employees, jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the 2016 Christmas Parade.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local, or territorial law or statute providing substance that releases shall not extend to claims, demands, injuries, or damages which are known or unsuspected to exist at this time, to the person executing such release, are hereby expressly waived.

I hereby agree on behalf of my heirs, executor, administrators, and assigns, to indemnify, the City of Quincy and the Christmas Parade Committee and its officers, board, and employees, jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the 2016 Christmas Parade.

It is further understood and agreed that said participation in the City of Quincy 2016 Christmas Parade is not to be construed as an admission of any liability and acceptance of assumption of responsibility by the City of Quincy and the Christmas Parade Committee, its officers, board and employees, jointly and severally, and the participant shall indemnify the City of Quincy and the Christmas Parade Committee, its officers, board and employees, jointly and severally, for all damages and expenses for which the City of Quincy and the Christmas Parade Committee, its officers, board and employees, become liable as a result of any alleged act of the parade participant.

Name of Organization/Group/Individual

Address

Phone

Name of Individual Responsible (Print)

Signature

Date

All participants must complete the 2016 Christmas Parade Liability Disclaimer and return it by Monday, December 12, 2016 to be eligible to participate in the parade. Return Disclaimer with Parade Entry Form to:

**Quincy Parks and Recreation Department
122 North Graves Street * Quincy, FL 35351 * Fax: 866-925-3619 * Email: gtaylor@myquincy.net**



Quincy Police Department
Monthly Traffic Enforcement Report
November 2016

For the month of November, 2016, the Quincy Police
Department reports:

36 Citations

105 Warnings

**Quincy Police Department
 Monthly Traffic Enforcement Report
 November 2016
 DISTRICT 1**

VIOLATION	DATE	LOCATION	WARNING	CITATION
Unlawful Speed	10/19/2016	Jefferson/ Shelfer Street	X	
	10/21/2016	Pat Thomas PKWY/ MLK	X	
	10/22/2016	Jefferson/ Cleveland Street	X	
	10/23/2016	Shelfer/ Mckelvey	X	
	10/26/2016	Jefferson/ Main Street	X	
	10/27/2016	MLK/ Atlanta Street	X	
	10/27/2016	Flagler/Shelfer Street	X	
	10/28/2016	Osceola/Lincoln Street	X	
	10/28/2016	Pat Thomas/Key Farms Road	X	
	10/28/2016	11th Street/MLK Blvd	X	
	10/30/2016	Jefferson/Slappy Street	X	
	10/31/2016	Flagler/Virginia Street	X	
	10/31/2016	Pat Thomas Pkwy/Brumby Street	X	
	10/29/2016	MLK/Shelfer	X	
	10/29/2016	Pat Thomas/Osceola	X	
	11/04/2016	MLK/Cleveland	X	

Aggressive Driving

DUI	10/22/2016	Jefferson / Cleveland Street		X
	11/06/2016	MLK/Willie Ruth Williams Lane		X

**Other Moving
 Infractions**

	10/19/2016	Elm/ Lincoln Street (Tag not assigned)		
	10/21/2016	Jefferson/ 10th Street(Faulty EQP)	X	
	10/21/2016	Crawford/Main Street(REG-N-FLD Regist/TEMP)		X
	10/27/2016	MLK / Cleveland Street (Faulty EQP)	X	

Quincy Police Department
 Monthly Traffic Enforcement Report
 November 2016
DISTRICT 2

VIOLATION	DATE	LOCATION	WARNING	CITATION
Unlawful Speed	10/22/2016	Adams/ Crawford Street	X	
	10/26/2016	Pat Thomas PKWY	X	
	10/26/2016	Crawford/ 10th Street	X	
	10/26/2016	Jefferson/ Jackson Street	X	
	10/27/2016	Crawford/Stewart Street		X
	10/28/2016	Stewart/Third Street	X	
	10/29/2016	3rd/Stewart Street	X	
	11/12/2016	Crawford/Key Street	X	

Aggressive Driving

DUI

**Other Moving
 Infractions**

10/19/2016	Madison/ Jefferson Street	X	
10/31/2016	Jefferson/10th Street(Faulty Equip.)	X	
10/28/2016	Adams/ MLK Blvd(Open Cont.)		X
11/02/2016	4th/Cooper Street(Stop Sign Vio.)	X	
11/05/2016	Adams/North Street(DWLSR)		X
11/10/2016	Adams/MLK(Seatbelt Violation)	X	
11/10/2016	Franklin/9th St(Rodeway Obstruction)	X	

Quincy Police Department
 Monthly Traffic Enforcement Report
 November 2016
DISTRICT 3

VIOLATION	DATE	LOCATION	WARNING	CITATION
Unlawful Speed	10/19/2016	Jefferson/ Adams Street	X	
	10/19/2016	Jefferson/ Adams Street	X	
	10/19/2016	Washington /Madison	X	
	10/21/2016	Adams/ Dupont Ave	X	
	10/27/2016	Jefferson/ Chalk	X	
	10/27/2016	Jefferson/ Earnest Street	X	
	10/27/2016	Jefferson/Madison Street		X
	10/27/2016	Jefferson/ Shadow		X
	10/27/2016	Jefferson / Patton Street	X	
	10/27/2016	Jefferson / Shadow		X
	10/28/2016	Jefferson/Malcolm Street	X	
	10/28/2016	Jefferson/Patton Street		X
	10/30/2016	Jefferson/Jackson Street	X	
	10/30/2016	Adams/Wallace Street	X	
	10/31/2016	MLk/Frierson Street	X	
	11/01/2016	MLK/Stewart Street	X	
11/12/2016	Adams/Dupont Street		X	

Aggressive Driving

DUI

10/22/2016	Jefferson/ Earnest Street		X

Other Moving Infractions

10/19/2016	Jefferson/ Madison Street (Seat Belt)	X	
10/19/2016	Jefferson/ Adams (Failed to carry D-L)		X
11/01/2016	Jefferson/Love Street(DWLSR)		X
10/01/2016	Adams/Crawford(Red Light Viol.)	X	
11/03/2016	Adams/GFNA(Faulty Equip.)	X	
11/04/2016	Crawford/Jackson Street(Ran Stop Sign)	X	
11/07/2016	Clark/Adams Street (Faulty Equip)	X	

Quincy Police Department
 Monthly Traffic Enforcement Report
 November 2016
DISTRICT 4

VIOLATION	DATE	LOCATION	WARNING	CITATION
Unlawful Speed	10/19/2016	Jefferson / Calhoun Street.	X	
	10/21/2016	Jefferson / Jackson Street.	X	
	10/22/2016	Jefferson/ Madison Street.	X	
	10/22/2016	Jefferson/Malcolm Street.	X	
	10/23/2016	Jefferson/ Malcolm Street		X
	10/25/2016	Jefferson/ Love Street.	X	
	10/26/2016	Jefferson/ Strong Road		X
	10/27/2016	Jefferson/ Malcom	X	
	11/01/2016	Jefferson/Patton Street	X	
	11/01/2016	Jefferson/Patton Street	X	
	11/01/2016	Jefferson/Ward Street	X	
	10/28/2016	Adams/Burmah Street	X	
	11/06/2016	Jefferson/9th Street	X	
	11/10/2016	Jefferson/Circle Drive		X
	11/10/2016	Jefferson/Circle Drive	X	
	11/10/2016	Jefferson/Circle Drive	X	

Aggressive Driving

DUI

**Other Moving
 Infractions**

10/19/2016	Jefferson/ Circle Drive	X	
11/01/2016	Jefferson/Love Street(DWLSR)		X
11/01/2016	Jefferson/Patton(DWLSR)		X
11/02/2016	9th/Washington Street(Ran Stop Sign)	X	
11/03/2016	Jefferson/Ward(Ran Stop Sign)	X	

Quincy Police Department
Monthly Traffic Enforcement Report

	November 2016		
	DISTRICT 4		



Purchasing Card

FL CITY OF QUINCY
 XXXX-XXXX-XXXX-5777
 September 05, 2016 - October 04, 2016

Company Statement

Account Information
Mail Billing Inquiries to: BANKCARD CENTER PO BOX 982238 EL PASO, TX 79998-2238
Customer Service: 1.888.449.2273 24 Hours
TTY Hearing Impaired: 1.800.222.7365 24 Hours
Outside the U.S.: 1.509.353.6656 24 Hours
For Lost or Stolen Card: 1.888.449.2273 24 Hours

Payment Information
Statement Date 10/04/16
Payment Due Date 10/18/16
Days in Billing Cycle 30
Credit Limit \$250,000
Cash Limit \$50,000
Total Payment Due \$3,890.90

Account Summary
Previous Balance \$3,726.07
Payments -\$3,726.07
Credits -\$106.26
Cash \$0.00
Purchases \$3,997.16
Other Debits \$0.00
Overlimit Fee \$0.00
Late Payment Fee \$0.00
Cash Fees \$0.00
Other Fees \$0.00
Finance Charge \$0.00
Current Balance \$3,890.90

Cardholder Activity Summary

Account Number	Credits	Cash	Purchases and Other Debits	Total Activity	
BELL, REGINALD XXXX-XXXX-XXXX-5834	1,792	22.62	0.00	144.10	121.48
DEPARTMENT, CRA XXXX-XXXX-XXXX-4049	1,247	0.00	0.00	1,246.20	1,246.20
DEPARTMENT, FIRE XXXX-XXXX-XXXX-5611	2,354	0.00	0.00	200.37	200.37
HICKS, SYLVIA XXXX-XXXX-XXXX-5876	2,332	0.00	0.00	385.03	385.03

0372607 0389090 0389090 4715290003775777

Account Number: XXXX-XXXX-XXXX-5777
 September 05, 2016 - October 04, 2016

Total Payment Due \$3,890.90
Payment Due Date 10/18/16

Enter payment amount

\$

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

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

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

FL CITY OF QUINCY
 404 W JEFFERSON ST
 QUINCY, FL 32351-2328
 **N0005485

⑆ 5499900 1 1⑆ 000 5000 3 7 7 5 7 7 ⑈

Cardholder Activity Summary

Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
PIAWAH, BERNARD O XXXX-XXXX-XXXX-4168				
1,529	0.00	0.00	78.37	78.37
SAPP, GLENN H XXXX-XXXX-XXXX-2285				
1,189	83.64	0.00	917.85	834.21
TAYLOR, GREG XXXX-XXXX-XXXX-3558				
848	0.00	0.00	650.24	650.24
TECHNOLOGY, INFORMATION XXXX-XXXX-XXXX-8555				
1,725	0.00	0.00	375.00	375.00

Transactions

Posting Transaction	Date	Date	Description	Reference Number	MCC	Charge	Credit
FL CITY OF QUINCY Account Number: XXXX-XXXX-XXXX-5777							Total Activity
09/19	09/16		PAYMENT THANK YOU	AZ	70000006268025000043740	0008	-\$3,726.07
BELL, REGINALD Account Number: XXXX-XXXX-XXXX-5834							Total Activity
09/15	09/14		FIRST CALL TRUCK PARTS TALLAHASSEE FL	74327436258347505615840	5533		7.18
09/22	09/20		HOLIDAY INN EXPRESS PLANTPLANT CITY FL Arrival: 09/19/16	24755426265152659082203	3501	144.10	
10/04	09/27		HOLIDAY INN EXPRESS PLANTPLANT CITY FL	74755426277162722054254	3501		15.44
DEPARTMENT, CRA Account Number: XXXX-XXXX-XXXX-4049							Total Activity
09/06	09/05		WEB*NETWORKSOLUTIONS 888-642-9675 FL	24692166249000326863522	5968	6.99	
09/07	09/06		WM SUPERCENTER #488 QUINCY FL	24445006251400149390666	5411	73.04	
09/12	09/09		WEB*NETWORKSOLUTIONS 888-642-9675 FL	24692166253000566057101	5968	15.99	
09/14	09/13		WAL-MART #0488 QUINCY FL	24226386258091007765638	5411	29.04	
09/16	09/15		WAL-MART #0488 QUINCY FL	24226386260091005676452	5411	27.90	
09/19	09/16		PAUL S PEST CONTROL INC 850-222-6808 FL	24632696261500735692661	7342	30.00	
09/20	09/19		WEB*NETWORKSOLUTIONS 888-642-9675 FL	24692166263000178667337	5968	33.84	
09/29	09/28		HILTON CONVENTION CTR ORLANDO FL Arrival: 09/28/16	24755426272162729399124	3504	212.63	
09/29	09/28		HILTON CONVENTION CTR ORLANDO FL Arrival: 09/28/16	24755426272162729400872	3504	212.63	
09/29	09/28		HILTON CONVENTION CTR ORLANDO FL Arrival: 09/28/16	24755426272162729400880	3504	201.38	
09/29	09/28		HILTON CONVENTION CTR ORLANDO FL Arrival: 09/28/16	24755426272162729400898	3504	201.38	
09/29	09/28		HILTON CONVENTION CTR ORLANDO FL Arrival: 09/28/16	24755426272162729400906	3504	201.38	
DEPARTMENT, FIRE Account Number: XXXX-XXXX-XXXX-5611							Total Activity
09/14	09/13		AUTOZONE #2455 QUINCY FL	24445006258000561633974	5533	19.98	200.37
09/21	09/20		FASTENAL COMPANY01 TALLAHASSEE FL	24224436265104024373686	5251	91.68	
09/22	09/20		WAL-MART #0488 QUINCY FL	24226386265360992329507	5411	33.63	
09/26	09/23		BELL AND BATES HOME CNTR QUINCY FL	24801976268091425000179	5251	55.08	
HICKS, SYLVIA Account Number: XXXX-XXXX-XXXX-5876							Total Activity
09/14	09/13		EXECUTIVE OFFICE FURNITUR850-2249476 FL	24275396257385600947449	5099	20.90	385.03
09/19	09/16		CITRUS PUBLISHING 352-5636363 FL	24767256261000000699426	5192	252.00	
10/04	10/03		HAVANA PUBLISHING 850-5396586 FL	24755426278732781532954	2741	112.13	
PIAWAH, BERNARD O Account Number: XXXX-XXXX-XXXX-4168							Total Activity
09/09	09/07		UHI*U-HAUL MOVING & STORATALLAHASSEE FL	24445006252200130958474	7513	78.37	78.37
SAPP, GLENN H Account Number: XXXX-XXXX-XXXX-2285							Total Activity
09/07	09/06		RAY ALLEN MANUFACTURING, 719-3800404 CO	24275396251393300219123	5099	293.96	
09/12	09/11		AMAZON MKTPLACE PMTS AMZN.COM/BILLWA	24692166255000381159973	5942	216.46	
09/19	09/16		BELL AND BATES HOME CNTR QUINCY FL	24801976261091423000186	5251	33.98	
09/21	09/20		DHSMV-ISF 850-617-2000 FL	24431066265400331000416	9399	16.70	
09/27	09/26		USPS 11784506533007055 QUINCY FL	24164076270418170592181	9402	12.75	
09/28	09/26		AZAR'S UNIFORMS, INC TALL850-4021133 FL	24207856271161701990440	5137	344.00	



FL CITY OF QUINCY
 XXXX-XXXX-XXXX-5777
 September 05, 2016 - October 04, 2016
 Page 4 of 4

Transactions							
Posting Transaction							
Date	Date	Description		Reference Number	MCC	Charge	Credit
09/30	09/29	AMAZON MKTPLACE PMTS	AMZN.COM/BILLWA	74692166273000890372995	5942		83.64
TAYLOR, GREG							Total Activity
Account Number: XXXX-XXXX-XXXX-3558							650.24
09/09	09/08	LOWES #00716*	TALLAHASSEE FL	24692166252000960677661	5200	418.43	
09/26	09/23	ALLEN SPORTS	HAVANA FL	24509176269980017917827	5699	9.00	
09/28	09/27	WM SUPERCENTER #1408	TALLAHASSEE FL	24445006272400142407132	5411	176.94	
09/29	09/27	OFFICE DEPOT #2669	TALLAHASSEE FL	24445746272500486062434	5943	7.99	
09/29	09/28	WAL-MART #0488	QUINCY FL	24226386273091007786809	5411	37.88	
TECHNOLOGY, INFORMATION							Total Activity
Account Number: XXXX-XXXX-XXXX-8555							375.00
09/13	09/13	MYFAX *PROTUS IP SOLN	866-563-9212 CA	24692166257000405912181	5968	100.00	
09/16	09/15	BAR*RACUDA T	408-3425400 CA	24436546260008277454082	7372	200.00	
10/03	10/01	IN *DT2GO	850-5906513 FL	24692166275000125408377	7372	75.00	

Finance Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	0.00%	\$0.00	\$0.00
CASH	0.00%	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

BANK OF AMERICA P-CARD PURCHASES

Invoice# OCT-2016 ADG Customer Report - Vendor# 11646

DEPARTMENT	DATE	AMOUNT	VENDOR NAME	GL NUMBER	JUSTIFICATION
Police	9/6/2016	\$293.96	RAY ALLEN MANUFACTURING,	001-220-521-30499	K9 EQUIPMENT
Police	9/11/2016	\$216.46	AMAZON MKTPLACE PMTS	001-220-521-30407	MDT TO USE IN CAR OR OFFICE
Police	9/16/2016	\$33.98	BELL AND BATES HOME CNTR	001-220-521-30491	CROWBARS FOR DOOR ENTRY
Police	9/20/2016	\$16.70	DHSMV-ISF	001-220-521-30407	CONFIDENTIAL TAGS
Police	9/26/2016	\$12.75	USPS 11784506533007055	001-210-522-30511	MAIL TO AMAZON FOR RMA
Police	9/26/2016	\$344.00	AZAR'S UNIFORMS, INC TALL	001-210-522-30491	PEPPER GAS,FLEX CUFFS & CUTTERS
Police	9/29/2016	(\$83.64)	AMAZON MKTPLACE PMTS	001-220-521-30407	CREDIT FOR POWER CORDS
Parks & Rec	9/8/2016	\$418.43	LOWES #00716	001-310-572-30491	CEILING TILES FOR REC
Parks & Rec	9/23/2016	\$9.00	ALLEN SPORTS	001-310-572-30525	FOOTBALL JERSEY
Parks & Rec	9/27/2016	\$176.94	WM SUPERCENTER #1408	001-310-572-30511	CHAIRS FOR REC
Parks & Rec	9/27/2016	\$7.99	OFFICE DEPOT #2669	001-310-572-31000	CABLE FOR COMPUTER
Parks & Rec	9/28/2016	\$37.88	WAL-MART #0488	001-310-572-31000	SPEAKER FOR COMPUTER
CRA	9/5/2016	\$6.99	WEB NETWORKSOLUTIONS	002-250-552-30491	WEBSITE
CRA	9/6/2016	\$73.04	WM SUPERCENTER #488	002-250-552-30521	OFFICE SUPPLIES
CRA	9/9/2016	\$15.99	WEB NETWORKSOLUTIONS	002-250-552-30491	WEBSITE
CRA	9/13/2016	\$29.04	WAL-MART #0488	002-250-552-30521	OFFICE SUPPLIES
CRA	9/15/2016	\$27.90	WAL-MART #0488	002-250-552-30521	OFFICE SUPPLIES
CRA	9/16/2016	\$30.00	PAUL S PEST CONTROL INC	002-250-552-60020	PEST CONTROL
CRA	9/19/2016	\$33.84	WEB NETWORKSOLUTIONS	002-250-552-30491	WEBSITE
CRA	9/28/2016	\$201.38	HILTON CONVENTION CTR	002-250-552-30402	HOTEL FL REDEVELOPMENT CONFERENCE
CRA	9/28/2016	\$201.38	HILTON CONVENTION CTR	002-250-552-30402	HOTEL FL REDEVELOPMENT CONFERENCE
CRA	9/28/2016	\$201.38	HILTON CONVENTION CTR	002-250-552-30402	HOTEL FL REDEVELOPMENT CONFERENCE
CRA	9/28/2016	\$212.63	HILTON CONVENTION CTR	002-250-552-30402	HOTEL FL REDEVELOPMENT CONFERENCE
CRA	9/28/2016	\$212.63	HILTON CONVENTION CTR	002-250-552-30402	HOTEL FL REDEVELOPMENT CONFERENCE
Bldg & Plng	9/7/2016	\$78.37	UHI U-HAUL MOVING & STORA	001-284-515-30491	BOXES FOR STORAGE
Fire	9/13/2016	\$19.98	AUTOZONE #2455	001-230-522-30406	SIGNAL BULBS
Fire	9/20/2016	\$91.68	FASTENAL COMPANY01	001-230-522-30462	VOLTAGE DETECTORS
Fire	9/20/2016	\$33.63	WAL-MART #0488	001-230-522-30521	CLEANING SUPPLIES
Fire	9/23/2016	\$55.08	BELL AND BATES HOME CNTR	001-230-522-30406	LIGHT BULBS
Public Works	9/14/2016	(\$7.18)	FIRST CALL TRUCK PARTS	001-450-541-30406	STRAP KIT FOR STREET SWEEPER
Public Works	9/20/2016	\$144.10	HOLIDAY INN EXPRESS PLANT	407-422-536-30493	JIMMY DONALDSON SPOTTER TRAINING
Public Works	9/27/2016	(\$15.44)	HOLIDAY INN EXPRESS PLANT	407-422-536-30493	JIMMY DONALDSON SPOTTER TRAINING
Clerk	9/13/2016	\$20.90	EXECUTIVE OFFICE FURNITUR	001-130-519-30511	GENERAL SUPPLIES
Clerk	9/16/2016	\$252.00	CITRUS PUBLISHING	001-110-511-30491	AD FOR SPECIAL ELECTION
Clerk	10/3/2016	\$112.13	HAVANA PUBLISHING	001-130-519-30500	NOTICE OF INTENT MILLAGE & BUDGET
Info Tech	9/15/2016	\$200.00	BAR RACUDA T	508-539-539-30341	EMAIL SECURITY
Info Tech	10/1/2016	\$75.00	IN DT2GO	508-539-539-30341	MYQUINCY.NET
Info Tech	9/13/2016	\$14.29	MYFAX PROTUS IP SOLN	001-160-512-30410	CITY MANAGER'S OFFICE ONLINE FAX
Info Tech	9/13/2016	\$14.28	MYFAX PROTUS IP SOLN	001-210-521-30410	QPD ONLINE FAX
Info Tech	9/13/2016	\$14.28	MYFAX PROTUS IP SOLN	001-210-522-30410	QFD ONLINE FAX
Info Tech	9/13/2016	\$14.28	MYFAX PROTUS IP SOLN	001-271-513-30410	FINANCE ONLINE FAX
Info Tech	9/13/2016	\$14.29	MYFAX PROTUS IP SOLN	001-310-572-30410	RECREATION ONLINE FAX
Info Tech	9/13/2016	\$14.29	MYFAX PROTUS IP SOLN	001-260-513-30491	HUMAN RESOURCES ONLINE FAX
Info Tech	9/13/2016	\$14.29	MYFAX PROTUS IP SOLN	002-250-552-30410	CRA ONLINE FAX
TOTAL		\$3,890.90			

CUSTOMER ARREARAGE REPORT AS OF OCTOBER 31, 2016

Account Number	Bill Name	Service Address	Current 10.31.2016	30_Day 09.30.2016	60_Day 08.31.2016	90_Day 07.31.2016	Balance_
Summary Option, Cycle Code: 1, Minimum Balance: 0.00, Due On: 10.31.2016, Only Cust Status: 1,2,3,4,5							
327022	NIEBRA L. ADAMS	115 Ernest ST	436.16	347.24	603.78	3,459.20	4,846.38
1415008	QUINCY TAX SERVICES	1602 W Jefferson ST	993.04	789.45	-	-	1,782.49
634015	HINDU SANATAN DHARMA	19 W Jefferson ST	502.08	503.03	592.77	-	1,597.88
1342029	ELIZABETH BRITT	W 1013b Franklin ST	100.46	146.32	132.15	965.18	1,344.11
495015	SHONDNA JONES	228 E Clark ST	69.98	-	-	1,146.98	1,216.96
8379001	DEP	1134 A-w. Jefferson	17.04	1,123.46	-	-	1,140.50
6383002	ARONIA JACKSON	107 S Love ST	533.45	374.88	-	-	908.33
5797012	LETINA GREEN	408 B W Roberts ST	-	-	-	893.28	893.28
5044029	SHAUN G. FRISON	624 3rd ST	229.45	300.86	71.08	-	601.39
1900016	TERRY BRIDGES & FANN	325 Cooper ST	227.48	209.81	90.02	-	527.31
1702027	PEGGY DUBOSE	922 W Crawford ST	443.83	39.62	-	-	483.45
6482001	UNIVERSITY OF FLORID	Research Rd	326.07	124.28	-	-	450.35
1510015	BC SOUTHEAST LLC.	1118 W Jefferson ST	355.38	75.00	-	-	430.38
5027005	JASMINE DAVIS	347 S Cleveland ST	153.30	263.33	-	-	416.63
312018	CAROLYN COLLIER	507 B W Roberts ST	227.24	112.93	-	-	340.17
262017	LESLIE R. SMITH	314 S Shadow ST	139.10	190.69	-	-	329.79
644016	STUDIO 8 MUSIC & MOR	8 S Adams ST	278.54	29.95	-	-	308.49
4894001	GADSDEN HISTORICAL S	304 W King ST	118.75	169.47	-	-	288.22
5752006	REYNOLDS SMITH& HILL	1131 Live Oak ST FRN	274.77	13.41	-	-	288.18
2150020	KASHARA NOLEN	1733 Mckelvy ST	-	-	-	285.20	285.20
1354025	LETTESCA EDWARD	912 W Franklin ST AP	253.88	9.11	-	-	262.99
2122021	CARLOS GRIFFIN	1737 Inlet ST	224.74	15.82	-	-	240.56
241012	LAURETTA MCLENDON	310 Stanley ST	102.14	129.72	-	-	231.86
1742027	BARBARA WILLIAMS	411 W Crawford ST #	190.50	31.57	-	-	222.07
2510016	FELICIA ROGERS	609 5th ST	195.23	24.13	-	-	219.36
708012	ELIZABETH QUINN	44 Dezell Addition	204.77	11.87	-	-	216.64
71016	HENRY SMITH	201 Carver ST	86.98	125.97	-	-	212.95
5155013	GOLDEN LEAF APARTMEN	122 N Cleveland ST A	55.28	-	-	137.44	192.72
6710009	ARBOR CREST APARTMEN	64 N Cleveland ST AP	-	-	-	170.44	170.44
146025	TOWANDA BURNETT	211 Bradley ST	-	-	-	86.93	86.93
8222016	ARBOR CREST APARTMEN	64 N Cleveland St Bl	46.54	36.53	-	-	83.07
4973004	BRUCIE L. LAMBERT	122 N Cleveland ST A	-	-	-	80.63	80.63
4616036	PARKVIEW GARDEN OFFI	500 So. Atlanta St.	-	-	-	69.54	69.54
6683008	ARBOR CREST APARTMEN	64 N Cleveland ST AP	27.02	40.16	-	-	67.18
2226019	TIFFANEY SMITH	1522 Live Oak ST	-	-	-	51.17	51.17
1098015	VANCHERIA BRONSON PE	1007 Pine AVE	-	44.15	-	-	44.15
8241014	ARBOR CREST APARTMEN	64 N Cleveland ST AP	11.84	-	-	16.32	28.16
Cycle Totals			6,825.04	5,282.76	1,489.80	7,362.31	20,959.91

Summary Option, Cycle Code: 2, Minimum Balance: 0.00, Due On: 10.31.2016, Only Cust Status: 1,2,3,4,5							
4749005	KIMBERLY WALKER	520 Circle DR	328.22	276.64	192.50	-	797.36
3260013	COX LANE LLC	Sarge's Lift Station	36.12	36.12	36.12	361.20	469.56
6062001	GLADYS HOPKINS	117 Shiloh Church RD	15.98	60.93	142.34	208.91	428.16
4611022	KESHANDRA HIGHMAN	Parkview Garden Apt#	151.56	159.47	-	40.91	351.94
4922002	ANNIE MCLENDON	1318 E Jefferson ST	-	-	-	347.81	347.81
4705013	GENESE MOYE	1817 Inlet ST	273.89	33.76	-	-	307.65
4778013	JACQUELYN ROGERS	1816 Flagler ST	204.02	30.90	-	-	234.92
2578012	CAROLYN KELLY	212 S Calhoun ST	-	-	-	177.46	177.46
8421001	ITT CORPORATION	ITT, COROPORATION /	128.70	16.36	-	-	145.06
4838018	LIKAZIA BYRD	98 Sarges LN TRLR #3	-	-	-	112.00	112.00
3698015	KELLY JR. # 6	18870 Blue Star Hwy	266.77	333.67	-	-	600.44
4296007	CRYSTAL MYLES	536 Holly Circle LOT	-	-	55.40	18.68	74.08

6418004	US. BANK	900 Phoebe RD	17.00	11.17	12.46	10.98	51.61
4435014	ROBERT L. KEYS	16 Hilltop Trlr Pk	-	-	-	41.35	41.35
6495001	REX SHIVER LANDSCAPI	300 Holt LN	-	-	-	31.76	31.76
5236009	GUADALUPE MARTINEZ	Madry Trailer Park #	-	-	-	10.59	10.59
Cycle Totals			1,422.26	959.02	438.82	1,361.65	4,181.75

Summary Option, Cycle Code: 4, Minimum Balance: 0.00, Due On: 10.31.2016, Only Cust Status: 1,2,3,4,5

551011	COMPANY HEILIG MEYE	9 S Madison ST	-	-	-	2,462.41	2,462.41
56670016	TWANNA ROBINSON	615 Williams ST	-	-	-	969.54	969.54
56670141	SHEKERIA WHITE	325 Mcarthur ST # A	-	-	-	874.60	874.60
3313012	LIZZIE ROLLINSON	1800 Martin L.king J	-	-	-	866.14	866.14
4783006	ABDUL HODGES	154 Bernice Collins	-	-	-	745.52	745.52
56670522	MYYA WHITE	344 Stanley ST	-	-	-	672.88	672.88
2095013	SHERRI BUTLER	1633 Smith ST	-	-	-	667.05	667.05
6024002	BELINDA JACKSON	549 -b Williams Stre	-	-	-	663.41	663.41
56671200	DARYL M. FIGGERS	936 Yon ST	-	-	-	648.45	648.45
56670951	SIDNEY HOLLIS	648 S Stewart ST	-	-	-	638.62	638.62
552011	COMPANY HEILIG MEYE	9 S Madison ST	-	-	-	615.93	615.93
56670802	ARLIE KNIGHT, JR	936 Yon ST	-	-	-	601.12	601.12
56670655	DERRICK'S AUTO DETAI	14 S 10th ST	-	-	-	590.98	590.98
56671150	MARY F. CAUSEY	67 Sarges LN TRLR #1	-	-	-	585.38	585.38
56670685	SHAWANDA BULTER	121 S Calhoun ST	-	-	-	573.96	573.96
56670705	WILLIAMS HAYES	821 W Jefferson ST	-	-	-	550.68	550.68
4945005	JACQUELINE PRIDE	209 S. Malcolm Stree	-	-	-	533.54	533.54
5886002	TYRONE C. WILLIAMS	1804 Martin Luther K	-	-	-	514.58	514.58
4828012	MABEL LIFHERD	1023 4th ST	-	-	-	511.21	511.21
56670932	WANDA D. SMITH	1618 Elm ST	-	-	-	503.41	503.41
3852014	KENT MORRIS	19 Havana HWY	-	-	-	498.58	498.58
1378011	SHELL MELVIN	806 W Washington ST	-	-	-	491.76	491.76
2326015	MARY L. BIVENS	1310 Live Oak ST	-	-	-	483.57	483.57
56670901	DEMARCUS MURPHY	821 5th ST # B	-	-	-	455.84	455.84
56670557	GLORIA ROBINSON	248 Reed ST	-	-	-	452.38	452.38
56670592	CHANDRA WILLIAMS	332 S 12th ST	-	-	-	427.03	427.03
56670529	SHANNON HARRIS	121 Ray RD	-	-	-	423.18	423.18
1939011	MARTHA ELLIS	815 7th ST	-	-	-	413.66	413.66
2100013	ROGER GENE GEE	1631 Stevens ST	-	-	-	412.08	412.08
56671087	STEPHENIA BLAIR	80 Sarges LN # 6	-	-	-	396.47	396.47
56671077	GLEN RUSS	415 B W Roberts ST	-	-	-	395.66	395.66
56670533	JANET SMITH	111 Johnson ST	-	-	-	391.35	391.35
56671136	CHRIS EASTERWOOD	1119 Pine AVE	-	-	-	389.47	389.47
336011	I.B. PRICE MD., PA.	300 E Jefferson ST	-	-	-	374.54	374.54
56670974	CARIDAD CASTILLO	71 Pontiac DR	-	-	-	372.86	372.86
56670837	LISA JOANNE MCCALL	729 S Duval ST	-	-	-	370.08	370.08
56670443	ADRIAN BURNS	221 Marshall ST	-	-	-	369.16	369.16
56671191	VICTOR RIVAS	319 King Street	-	-	-	367.03	367.03
56670778	VICTORY CHURCH OF GO	14 N Adams ST	-	-	-	359.77	359.77
4598014	ANNETTE TOLBERT	Parkview Apt. #-136	-	-	-	352.31	352.31
56670552	J. DOUGLAS BOLLENBAC	313 N Corry ST	-	-	-	347.50	347.50
4520013	FANNIE MILLER	Gadsden Arms Apt.#48	-	-	-	347.47	347.47
56671182	SAM GRACE	220 N Chalk ST	-	-	-	336.38	336.38
56671080	LINDA GAIL WARD	114 S 8th ST	-	-	-	335.29	335.29
56670957	WILLIE MURRY, JR.	10 Madrys Trlr Pk/br	-	-	-	330.78	330.78
55020	VINICATE SWEET	703 E Jefferson ST	-	-	-	315.48	315.48
4570019	YVONKA S. ROBINSON	520 S Atlanta ST B-1	-	-	-	310.02	310.02
3473026	CYNTHIA PERKINS	14 Macon ST	-	-	-	299.81	299.81
56670586	BERNICE COLLINS	56 Bernice Collins L	-	-	-	295.90	295.90

6121001	PRISCELLA MORRIS	1061 Selman RD	-	-	-	287.12	287.12
5688003	ALICIA SANCHEZ	Triple Oaks #35	-	-	-	279.40	279.40
56670854	SHANORA L. DAVIS	235 Marshall ST	-	-	-	272.56	272.56
56670680	HOLLIS CARD	703 S Shelfer ST	-	-	-	267.54	267.54
56670692	MIKE BEARDN	331 N Love ST	-	-	-	260.29	260.29
4158013	KAARON L. HILL	374 Selman RD	-	-	-	260.01	260.01
5451002	MARSHALL HENRY	1433 High Bridge RD	-	-	-	259.69	259.69
2745013	CRAIG SCONIERS	706 S 9th ST	-	-	-	255.64	255.64
909016	LINDA FOSTER	811 W King ST	-	-	-	252.28	252.28
4576019	WANDA FARRIOR	Parkview Garden # D1	-	-	-	246.87	246.87
3967012	KENNETH FUDGE	129 Del Rio DR	-	-	-	240.08	240.08
56670816	ANNETTE JONES	905 Martin Luther Ki	-	-	-	238.52	238.52
4588017	LINDA SMITH	126 Parkview Garden	-	-	-	235.69	235.69
84015	CYNTHIA TURNER	209 N Lowe ST	-	-	-	230.03	230.03
5013019	BARBARA HUGHES	Hilltop Trailer Park	-	-	-	228.63	228.63
56671168	MONO J K SAHA	747 S Pat Thomas PKW	-	-	-	219.62	219.62
4906007	DAVID AKINS	1502-a Martin L.king	-	-	-	219.13	219.13
6095002	DEMORRIS WOODEN	242 Carver ST	-	-	-	210.79	210.79
689011	FRANK TAYLOR	517 N Adams ST	-	-	-	205.58	205.58
5718003	SHARON ANKCROUM	Triple Oaks Apt 60	-	-	-	201.65	201.65
56670657	JANICE HUGHES	35 Marshall ST	-	-	-	197.97	197.97
56670482	CHRISTOPHER WASHINGT	309 Patton ST	-	-	-	195.12	195.12
4584019	EMMA SMITH	Parkview # E-122	-	-	-	183.33	183.33
2724012	JIMMY DAVIS	632 S Stewart ST	-	-	-	182.24	182.24
56671013	NORMA JEAN HARRIS	627 S Cleveland ST	-	-	-	169.45	169.45
56670952	MARIA N. OWUSU	524 S Main ST	-	-	-	168.60	168.60
56670279	MARK E. MOTEN	19 Carrol Hopkins LN	-	-	-	159.16	159.16
56670471	NIKEYA HILL	912 W Franklin ST AP	-	-	-	158.96	158.96
56671204	TORRENCE WALKER	1518 Martin L.king J	-	-	-	158.89	158.89
56670063	JUNE DENISE HURLEY	Ball Farm Road	-	-	-	157.01	157.01
56670907	RODNEY STOKES	Triple Oaks Apt 47	-	-	-	156.44	156.44
314017	ERIC S. ANDERSON	315 Mcarthur ST	-	-	-	155.41	155.41
56670703	RONNIE THOMAS	37 Carrol Hopkins LN	-	-	-	154.32	154.32
56670070	LATONYA SWEET	122 N Cleveland ST A	-	-	-	149.07	149.07
4099013	ROSA MAE BROWN	944 Strong RD APT 13	-	-	-	147.50	147.50
5313001	AUBURN FORD	727 Circle DR	-	-	-	143.74	143.74
5213009	SANJIA JOHNSON	9 New Bethel RD	-	-	-	139.90	139.90
4585018	KEISHA BITTLE	500 S Atlanta ST APT	-	-	-	139.51	139.51
4792006	CHRISTMAS L. HOLMES	Parkview Gardens #-	-	-	-	137.56	137.56
131015	ROBERT LEE	250 Marshall ST	-	-	-	133.71	133.71
5328003	INC AEROSPORTS OF Q	Havana Hwy-fbo Build	-	-	-	132.23	132.23
56670594	LAQUITTA ROBINSON	620 E Gf And A DR	-	-	-	130.71	130.71
56670761	HUGO TORRES	Rentz Trlr Pk #28	-	-	-	128.82	128.82
56671109	CLARETHA WHITE	905 Martin Luther Ki	-	-	-	127.55	127.55
56670301	JIMMIE FAR CROSBY	210 Dupont AVE	-	-	-	118.35	118.35
56670318	WILLIE NEAL	692 Ball Farm RD	-	-	-	117.99	117.99
5679001	LIZZIE LEATH	Triple Oaks #28	-	-	-	102.84	102.84
4971003	JEROME MOBLEY	Parkview Gardens Apt	-	-	-	99.16	99.16
56671103	CAROL HOLLOMAN	1018 Laura ST	-	-	-	93.39	93.39
56671170	BRENDA FAY SIMMONS	112 S 8th ST	-	-	-	90.64	90.64
56671020	GLORIA RODRIQUEZ	115 N 10th ST	-	-	-	87.81	87.81
4016012	YON PEACOCK	117 Camellia DR	-	-	-	87.05	87.05
3954011	W.W. VICKERY	196 Pt Milligan RD	-	-	-	85.08	85.08
56671000	EARTH'S BOUNTY	1921 W Jefferson ST	-	-	-	78.84	78.84
56670347	FRANCISCO HERNANDEZ	2215 W Jefferson ST	-	-	-	78.08	78.08
56670286	DANA DIXON	230 E Washington ST	-	-	-	77.59	77.59

56671095 ANNETTE JONES	31 N Shelfer ST	-	-	-	77.00	77.00
56670336 CECELIA GREEN	620 So. Atlanta St.	-	-	-	76.84	76.84
56670748 MARTHA ARREGUIN	120 Rentz RD # 9	-	-	-	75.93	75.93
121016 DEBRA MOYE	928 E. Malcolm Stree	-	-	-	75.18	75.18
56671177 CONSEUNO BRYANT	Parkview # E-122	-	-	-	72.95	72.95
56671306 C.E.D.O.	20 S Slappey ST	-	-	-	72.70	72.70
56670923 ROBBIE BAGGETT	725 W Washington ST	-	-	-	72.64	72.64
56670732 RAVONDA BROWN	Parkview Gardens Apt	-	-	-	67.70	67.70
56670884 JENNIFER LEE	313 Patton ST	-	-	-	64.08	64.08
56670730 DOCK MURRAY	16 Simpson RD	-	-	-	61.58	61.58
4686015 LELA LEWIS	109 S Key ST	-	-	-	61.51	61.51
2556015 ANGELA MARIE HAMM	122 N Cleveland ST A	-	-	-	60.79	60.79
56671205 ISAAC BRYANT	504 4th ST	-	-	-	55.61	55.61
4438029 WENDY THOMAS	Hilltop Trailer Park	-	-	-	50.60	50.60
5186002 GEORGE CHAMBERS	315 W Franklin ST	-	-	-	49.44	49.44
5740003 MARIE CENEAS	Triple Oaks # 79	-	-	-	47.06	47.06
56671027 SANDRA NELSON	123 S Love ST	-	-	-	46.44	46.44
56670727 JOSEPH STRINGER	86 Sarges Trailer Pk	-	-	-	43.02	43.02
56671081 REV. C.L. MATHIS SR.	115 N 10th ST	-	-	-	42.56	42.56
56670948 LEONARD WILLIAMS	1518 Martin L.king J	-	-	-	37.67	37.67
56670409 LINDA JACKSON	636 Ball Farm RD	-	-	-	37.00	37.00
56670332 REYMUNDO V LEMUS	Hilltop Trailpk #20	-	-	-	36.16	36.16
3283024 JERRY ADAMS	1440 Pat Thomas PKWY	-	-	-	31.76	31.76
56670447 WILLIAM BEAN	1922 W Jefferson ST	-	-	-	30.57	30.57
1832012 ANDREW BROWN	503 W Clark ST	-	-	-	28.67	28.67
56670536 JAVIER RIOS	1922 W Jefferson ST	-	-	-	27.68	27.68
5710003 STEPHANIE MEZA	Triple Oak Apt 54	-	-	-	25.11	25.11
56670914 REGINALD JAMES CAMPA	19 N Madison ST	-	-	-	22.45	22.45
56671462 AUGUSTA CARTER	909 W Clark ST	-	-	-	21.57	21.57
3089018 PAMELA GRANDBERRY	87 Betsey LN	-	-	-	20.05	20.05
56670962 LATECIA MEJIA	721 S Bellamy DR	-	-	-	19.33	19.33
56671075 NORBERTO CISNEROS	1922 W Jefferson ST	-	-	-	17.05	17.05
56671235 JAMES SHEFFIELD	912 W Franklin ST AP	-	-	-	16.77	16.77
56670459 PEDRO ZUNIGA	Triple Oaks Apt 44	-	-	-	13.46	13.46
521011 EDDIE L. JAMES	201 S Love ST	-	-	-	13.29	13.29

Cycle Totals			-	-	-	37,172.18	37,172.18
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GRAND TOTAL			8,247.30	6,241.78	1,928.62	45,896.14	62,313.84
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Cycles 1,2,4	2014	2015	2016
January			74,664.01
February		187,014.71	73,733.36
March	171,152.59	221,264.93	82,311.45
April	171,152.59	114,081.32	83,773.50
May		101,062.61	67,147.86
June		98,824.06	65,090.99
July		131,626.45	62,021.63
August	171,152.59	93,275.89	54,323.80
September		95,396.86	60,515.90
October	216,270.05	100,994.65	62,313.84
November		99,246.24	
December		72,613.96	

CITY OF QUINCY
Cash Requirements Report

By Vendor No

Vendor/ Invoice No	Vendor Name/ Invoice Date	Due Date 09.30.2016	Due Date 10.31.2016	Due Date 11.30.2016	Due Date 12.31.2016	Future Date	Retainage Amount	Invoice Amount
23 PRE-PAID LEGAL SERVICES, INC.								
6834:86	10.07.2016		91.66				0.00	91.66
6839:105	10.21.2016		79.20				0.00	79.20
	Vendor Total	0.00	170.86	0.00	0.00	0.00	0.00	170.86
26 FLORIDA POLICE BENEVOLENT								
6834:74	10.07.2016		150.00				0.00	150.00
6839:93	10.21.2016		150.00				0.00	150.00
	Vendor Total	0.00	300.00	0.00	0.00	0.00	0.00	300.00
28 UNITED WAY OF BIG BEND								
6834:85	10.07.2016		61.50				0.00	61.50
6839:104	10.21.2016		61.50				0.00	61.50
	Vendor Total	0.00	123.00	0.00	0.00	0.00	0.00	123.00
34 AFLAC WORLDWIDE HEADQUARTERS								
6834:56	10.07.2016		2,670.98				0.00	2,670.98
6834:57	10.07.2016		781.03				0.00	781.03
6839:64	10.21.2016		2,670.98				0.00	2,670.98
6839:65	10.21.2016		781.03				0.00	781.03
	Vendor Total	0.00	6,904.02	0.00	0.00	0.00	0.00	6,904.02
39 AMERICAN GENERAL INSURANCE								
6834:54	10.07.2016		243.60				0.00	243.60
6839:62	10.21.2016		243.60				0.00	243.60
	Vendor Total	0.00	487.20	0.00	0.00	0.00	0.00	487.20
230 TDS TELECOM								
OCTOBER2016	10.25.2016			8,902.91			0.00	8,902.91
	Vendor Total	0.00	0.00	8,902.91	0.00	0.00	0.00	8,902.91
426 CONTINENTAL AMERICAN INSURANCE								
6834:58	10.07.2016		39.07				0.00	39.07
6839:66	10.21.2016		39.07				0.00	39.07
	Vendor Total	0.00	78.14	0.00	0.00	0.00	0.00	78.14
1631 MRS. NANCY SADLER								
038191	10.24.2016			50.00			0.00	50.00
	Vendor Total	0.00	0.00	50.00	0.00	0.00	0.00	50.00
5603 ALLSTATE AMERICAN HERITAGE LIF								
6834:53	10.07.2016		302.51				0.00	302.51
6839:61	10.21.2016		286.51				0.00	286.51
	Vendor Total	0.00	589.02	0.00	0.00	0.00	0.00	589.02
6597 Florida Combined Life/LTD								
6784:82	07.01.2016	61.11					0.00	61.11
6787:100	07.15.2016	726.26					0.00	726.26
6799:83	08.12.2016	724.33					0.00	724.33
6807:96	08.26.2016	723.54					0.00	723.54
6812:80	09.09.2016	722.35					0.00	722.35
6825:98	09.23.2016	722.35					0.00	722.35
6834:81	10.07.2016		722.56				0.00	722.56
6839:100	10.21.2016		726.62				0.00	726.62
	Vendor Total	3,679.94	1,449.18	0.00	0.00	0.00	0.00	5,129.12

CITY OF QUINCY
Cash Requirements Report

By Vendor No

Vendor/ Invoice No	Vendor Name/ Invoice Date	Due Date 09.30.2016	Due Date 10.31.2016	Due Date 11.30.2016	Due Date 12.31.2016	Future Date	Retainage Amount	Invoice Amount
9772	RUMBLES OES							
896965-0	10.20.2016			65.00			0.00	65.00
	Vendor Total	0.00	0.00	65.00	0.00	0.00	0.00	65.00
144958	CAPITAL HEALTH PLAN							
6834:59	10.07.2016		1,090.24				0.00	1,090.24
6834:60	10.07.2016		2,284.45				0.00	2,284.45
6834:61	10.07.2016		823.83				0.00	823.83
6834:62	10.07.2016		962.75				0.00	962.75
6834:63	10.07.2016		426.06				0.00	426.06
6834:64	10.07.2016		733.88				0.00	733.88
6834:65	10.07.2016		509.12				0.00	509.12
6839:67	10.21.2016		1,090.24				0.00	1,090.24
6839:68	10.21.2016		2,284.45				0.00	2,284.45
6839:69	10.21.2016		823.83				0.00	823.83
6839:70	10.21.2016		962.75				0.00	962.75
6839:71	10.21.2016		426.06				0.00	426.06
6839:72	10.21.2016		733.88				0.00	733.88
6839:73	10.21.2016		509.12				0.00	509.12
6839:77	10.21.2016		6,787.56				0.00	6,787.56
6839:81	10.21.2016		6,541.12				0.00	6,541.12
6839:82	10.21.2016		13,705.65				0.00	13,705.65
6839:83	10.21.2016		4,942.70				0.00	4,942.70
6839:84	10.21.2016		5,776.35				0.00	5,776.35
6839:85	10.21.2016		2,418.45				0.00	2,418.45
6839:86	10.21.2016		5,122.53				0.00	5,122.53
6839:87	10.21.2016		2,062.48				0.00	2,062.48
	Vendor Total	0.00	61,017.50	0.00	0.00	0.00	0.00	61,017.50
145218	FLORIDA COMBINED LIFE-DENTAL							
6834:66	10.07.2016		400.66				0.00	400.66
6834:67	10.07.2016		255.31				0.00	255.31
6834:68	10.07.2016		448.60				0.00	448.60
6839:74	10.21.2016		400.66				0.00	400.66
6839:75	10.21.2016		255.31				0.00	255.31
6839:76	10.21.2016		448.60				0.00	448.60
6839:78	10.21.2016		801.32				0.00	801.32
6839:79	10.21.2016		191.62				0.00	191.62
6839:80	10.21.2016		174.20				0.00	174.20
	Vendor Total	0.00	3,376.28	0.00	0.00	0.00	0.00	3,376.28
145219	Florida Combined Life/AD&D							
6762:79	05.06.2016	158.75					0.00	158.75
6766:95	05.20.2016	916.44					0.00	916.44
6767:8	05.20.2016	5.28					0.00	5.28
6775:81	06.03.2016	920.95					0.00	920.95
6781:100	06.17.2016	903.19					0.00	903.19
6784:83	07.01.2016	918.31					0.00	918.31
6787:101	07.15.2016	918.31					0.00	918.31
6799:84	08.12.2016	897.70					0.00	897.70
6807:97	08.26.2016	897.70					0.00	897.70
6812:81	09.09.2016	897.70					0.00	897.70
6825:99	09.23.2016	897.70					0.00	897.70
6834:82	10.07.2016		897.70				0.00	897.70
6839:101	10.21.2016		897.70				0.00	897.70
	Vendor Total	8,332.03	1,795.40	0.00	0.00	0.00	0.00	10,127.43

CITY OF QUINCY
Cash Requirements Report

By Vendor No

Vendor/ Invoice No	Vendor Name/ Invoice Date	Due Date 09.30.2016	Due Date 10.31.2016	Due Date 11.30.2016	Due Date 12.31.2016	Future Date	Retainage Amount	Invoice Amount
	REPORT TOTAL	12,011.97	76,290.60	9,017.91	0.00	0.00	0.00	97,320.48

City of Quincy
October 2016 Financial Report

ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
001-311-10000	CURRENT AD VALOREM TAX	961,543	426	961,117	0%	3,297
001-312-41000	SALES-LOCAL OPTION GAS TAX	220,000	13,256	206,744	6%	11,415
001-312-60000	LOCAL GOV INFRASTRUCTURE SURT	435,000	26,951	408,049	6%	50,933
001-314-80000	UTILITY SERVICE TAX - PROPANE	6,000	579	5,421	10%	366
001-315-00000	COMMUNICATION SERVICES TAX	215,000	17,733	197,267	8%	17,987
001-321-10000	PROFESSIONAL & OCCUPATION LIC	21,600	8,580	13,020	40%	5,976
001-321-11000	COMPETENCY LICENSE	1,400	625	775	45%	0
001-322-10000	PERMITS	85,741	36,075	49,666	42%	2,346
001-329-10000	OTHER LICENSES, FEES & PERMITS	1,300	177	1,123	14%	330
001-331-20000	Federal Public Safety Grant	0	0	0	0%	0
001-335-12000	STATE REVENUE SHARING PROCEED	260,000	21,318	238,682	8%	21,169
001-335-14000	STATE - MOBILE HOME LICENSE	1,900	16	1,884	1%	138
001-335-15000	STATE - ALCOHOLIC BEVERAGE LIC	7,700	0	7,700	0%	3,323
001-335-17000	STATE - D O T REIMBURSEMENT	70,200	7,011	63,189	10%	7,011
001-335-18000	STATE - HALF CENT SALES TAX	253,380	21,738	231,642	9%	21,053
001-335-41000	STATE - REBATE ON MUN VEH FUEL	8,400	0	8,400	0%	793
001-340-21000	SERVICES - COUNTY FIRE PROTECT	405,000	103,183	301,817	25%	102,060
001-340-21500	SERVICES-FIRE INSPECTIONS	2,000	0	2,000	0%	200
001-347-21000	REVENUE - BASEBALL	1,220	0	1,220	0%	0
001-347-22000	REVENUE - FOOTBALL	14,000	2,660	11,340	19%	219
001-347-23000	REVENUE - BASKETBALL	6,400	0	6,400	0%	0
001-347-26000	REVENUE - SOFTBALL	3,000	0	3,000	0%	0
001-347-27000	REVENUE - OTHER ACTIVITY FEES	600	2,047	(1,447)	341%	3,003
001-347-30000	RENT ON FACILITIES	17,000	244	16,756	1%	4,618
001-347-41000	REVENUE - POOL ADMISSION FEES	3,000	0	3,000	0%	0
001-347-46991	QuincyFest DONATIONS: OUTSIDE	0	0	0	0%	3,312
001-347-50000	COKE FUND REVENUE	400	0	400	0%	0
001-359-10000	OTH FINES & FORFEITS	30,000	3,402	26,598	11%	1,037
001-361-13000	UNREALIZED GAIN	30,000	0	30,000	0%	0
001-364-11000	SALE OF LAND - HILLCREST CEMET	11,700	0	11,700	0%	1,200
001-364-12000	SALE OF LAND - SUNNYVALE CEMET	25,000	10,550	14,450	42%	600
001-369-90000	OTHER MISCELLANEOUS REVENUES	45,000	1,943	43,057	4%	1,578
001-369-92000	LIQUIDATED DAMAGES-COX POOLS	20,000	0	20,000	0%	0
001-382-10000	CONTRIBUTION FR INTER OPER-ELE	4,196,081	349,673	3,846,408	8%	349,673
001-382-20000	CONTRIBUTION FR INTER OPER-GA	453,295	37,775	415,520	8%	44,264
001-382-30000	CONTRIBUTION FR INTER OPER-WA	137,497	11,458	126,039	8%	11,191
001-382-40000	CONTRIBUTION FR INTER OPER-REF	30,000	2,500	27,500	8%	8,817
001-382-50000	CONTRIBUTION FR INTER OPER-SEV	62,000	5,167	56,833	8%	0
001-385-00000	USE OF FUND BALANCE	142,000	0	142,000	0%	0
TOTAL GENERAL FUND REVS		8,184,357	685,087	7,499,270	8%	677,909

City of Quincy
October 2016 Financial Report

ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
COMMUNITY REDEVELOPMENT FUI						
002-334-90000	GRANT PROCEEDS	250,000	0	250,000	0%	0
002-341-00000	CRA TIF FUNDS	274,942	0	274,942	0%	0
002-341-10000	TIF FUNDS REVENUE	145,813	0	145,813	0%	0
002-361-10000	INTEREST REVENUE	71	0	71	0%	13
002-389-00000	USE OF FUND BALANCE	250,000	0	250,000	0%	0
	TOTAL CRA REVENUE	920,826	0	920,826	0%	13
BUSINESS ACTIVITY AND CUSTOMER						
400-381-10000	INTERFUND TRANSFER	492,545	41,441	451,104	8%	41,352
SEWER						
402-343-10000	SALES	1,883,804	144,058	1,739,746	8%	139,959
402-343-16000	CONNECTIONS	2,500	0	2,500	0%	588
402-343-17000	FORFEITED DISCOUNTS - PENALTIE	20,000	1,788	18,212	9%	2,058
402-343-50000	SEWER SURCHARGE O/S	47,700	4,107	43,593	9%	3,949
402-361-10000	INTEREST REVENUE	50	0	50	0%	0
	TOTAL SEWER REV	1,954,054	191,393	1,762,661	10%	187,907
ELECTRIC						
403-343-11000	RESIDENTIAL SALES	5,610,000	478,792	5,131,208	9%	390,893
403-343-12000	COMMERCIAL SALES	6,160,000	513,292	5,646,708	8%	452,168
403-343-13000	INDUSTRIAL SALES	1,485,000	142,677	1,342,323	10%	102,933
403-343-14000	STREET LIGHTING SALES	100,000	886	99,114	1%	1,152
403-343-15000	INTERDEPARTMENTAL SALES	176,000	15,849	160,151	9%	15,457
403-343-16000	CONNECTIONS	20,000	5,460	14,540	27%	2,398
403-343-17000	FORFEITED DISCOUNTS - PENALTIE	135,000	9,513	125,487	7%	13,348
403-343-18500	SPECIAL PROJECT - MATERIAL SAL	400	0	400	0%	0
403-343-19000	CUT ON/OFF FEES	30,000	3,684	26,316	12%	3,604
403-343-24000	TRANSFORMER RENT	8,300	694	7,606	8%	694
403-343-27000	MISCELLANEOUS CHARGES	7,000	1,180	5,820	17%	335
403-343-29000	POLE RENT-CABLEVISION	18,908	0	18,908	0%	0
403-343-90000	MISCELLANEOUS REVENUES	300	0	300	0%	105,285
	TOTAL ELECTRIC REV	13,750,908	1,172,026	12,578,882	9%	1,088,266
WATER						
404-343-10000	SALES	1,534,000	121,735	1,412,265	8%	117,654
404-343-15000	INTERDEPARTMENTAL SALES	109,000	8,229	100,771	8%	7,965
404-343-16000	CONNECTIONS	3,200	1,146	2,054	36%	27
404-343-17000	FORFEITED DISCOUNTS-PENALTIES	25,000	1,597	23,403	6%	1,874
404-343-19000	CUT ON/OFF FEES	300	0	300	0%	39
404-343-27000	MISCELLANEOUS CHARGES	1,400	(13)	1,413	-1%	0
404-343-30000	WATER SURCHARGE O/S	72,000	6,028	65,972	8%	6,126
404-361-10000	INTEREST REVENUE	3,500	0	3,500	0%	0
	TOTAL WATER REV	1,748,400	138,721	1,609,679	8%	133,685

City of Quincy
October 2016 Financial Report

ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
GAS						
405-343-10000	GAS SALES	1,393,000	70,750	1,322,250	5%	77,115
405-343-15000	GAS INTERDEPARTMENTAL SALES	8,000	222	7,778	3%	217
405-343-16000	GAS CONNECTIONS	600	0	600	0%	0
405-343-17000	GAS FORFEITED DISCS-PENALTIES	12,400	496	11,904	4%	931
405-343-19000	GAS CUT ON/OFF FEES	100	0	100	0%	0
405-343-27000	GAS OTHER CHARGES	0	235	(235)	+100%	0
405-369-90000	MISCELLANEOUS REVENUE	77,000	0	77,000	0%	0
	TOTAL GAS REV	1,491,100	71,704	1,419,396	5%	78,264
REFUSE						
406-343-11000	RESIDENTIAL SALES	677,400	55,497	621,903	8%	55,488
406-343-12000	COMMERCIAL SALES	449,000	39,889	409,111	9%	36,462
406-343-15000	YARD TRASH COLLECTION	140,400	11,617	128,783	8%	11,591
406-343-17000	FORFEITED DISCOUNTS-PENALTIES	16,949	1,153	15,796	7%	1,253
	TOTAL REFUSE REV	1,283,749	108,156	1,175,593	8%	104,794
LANDFILL						
407-343-44000	GARBAGE TIPPING FEES	145,358	0	145,358	0%	15,938
407-381-00010	Non-Operating Transfer	53,750	0	53,750	0%	0
	TOTAL LANDFILL REV	199,108	0	199,108	0%	15,938
TELECOMMUNICATION						
508-381-10000	INTERFUND TRANSFER FROM GENE	376,148	0	376,148	0%	0
508-381-20000	INTERFUND TRNFR FROM ENTERPR	82,000	0	82,000	0%	0
	TOTAL TELECOMMUNICATIONS REV	458,148	0	458,148	0%	0
	TOTAL REVENUES	30,483,195	2,387,808	28,095,387	8%	2,307,452
GEN FUND EXP						
CITY COMMISSION						
001-110-511-10110	SALARIES & WAGES	84,110	3,171	80,939	4%	3,763
001-110-511-10210	FICA TAXES	6,483	245	6,238	4%	291
001-110-511-30402	TRAVEL	2,000	0	2,000	0%	0
001-110-511-30491	OTHER EXPENSES	7,500	118	7,382	2%	206
001-110-511-31000	OTHER OPERATING IT SUPPORT	8,000	0	8,000	0%	0
001-110-511-80820	AID TO PRIVATE ORGANIZATIONS	111,000	18,500	92,500	17%	2,613
	TOTAL CITY COMMISSION	219,093	22,035	197,058	10%	6,874

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ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
CITY MANAGER						
001-160-512-10110	SALARIES & WAGES	85,000	3,269	81,731	4%	3,923
001-160-512-10120	REGULARY SALARIES & WAGES	27,651	1,418	26,233	5%	0
001-160-512-10140	OVERTIME	100	0	100	0%	0
001-160-512-10210	FICA TAXES	8,625	328	8,297	4%	276
001-160-512-10220	RETIREMENT CONTRIBUTIONS	13,518	562	12,956	4%	471
001-160-512-10230	LIFE & HEALTH INSURANCE	15,166	1,320	13,846	9%	838
001-160-512-30341	CONTRACTUAL SERVICES	2,000	0	2,000	0%	0
001-160-512-30343	PROFESSIONAL SERVICES	1,000	0	1,000	0%	0
001-160-512-30402	TRAVEL EXPENSE	1,000	0	1,000	0%	0
001-160-512-30403	GAS	250	0	250	0%	0
001-160-512-30410	TELEPHONE	6,120	600	5,520	10%	602
001-160-512-30461	REPAIR & MAINTENANCE OFFICE EC	800	0	800	0%	0
001-160-512-30491	OTHER OPERATING EXPENSE	200	0	200	0%	0
001-160-512-30511	OFFICE SUPPLIES GENERAL	600	0	600	0%	0
001-160-512-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
	TOTAL CITY MANAGER	170,030	7,497	162,533	4%	6,110
CITY ATTORNEY						
001-120-514-30341	CONTRACTUAL SERVICES	170,000	0	170,000	0%	0
001-120-514-30343	PROFESSIONAL SERVICES	3,000	0	3,000	0%	0
001-120-514-30540	PUBLICATIONS,SUBSCRIP,& MEMBE	500	0	500	0%	0
001-120-514-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
	TOTAL CITY ATTORNEY	181,500	0	181,500	0%	0
CITY CLERK						
001-130-519-10110	SALARIES & WAGES	60,597	2,331	58,266	4%	2,739
001-130-519-10210	FICA TAXES	4,636	164	4,472	4%	193
001-130-519-10220	RETIREMENT CONTRIBUTIONS	7,272	280	6,992	4%	329
001-130-519-10230	LIFE & HEALTH INSURANCE	5,922	443	5,479	7%	415
001-130-519-30343	PROFESSIONAL SERVICES	2,000	0	2,000	0%	0
001-130-519-30402	TRAVEL EXPENSE	1,000	0	1,000	0%	0
001-130-519-30410	TELEPHONE	1,800	149	1,651	8%	148
001-130-519-30461	REPAIR & MAINT - OFFICE EQUIPM	100	0	100	0%	0
001-130-519-30491	OTHER OPERATING EXPENSE	100	0	100	0%	-27
001-130-519-30493	TRAINING	100	0	100	0%	0
001-130-519-30500	LEGAL ADS AND RECORDING FEES	750	0	750	0%	0
001-130-519-30511	OFFICE SUPPLIES-GENERAL	500	0	500	0%	0
001-130-519-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
001-130-519-60000	CAPITAL BUSINESS LICENSE SOFTW	10,000	0	10,000	0%	0
	TOTAL CITY CLERK	102,777	3,367	99,410	3%	3,798

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ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
NON-DEPARTMENTAL						
001-001-519-30320	ACCOUNTING & AUDITING SERVICE	92,000	0	92,000	0%	0
001-001-519-30341	CONTRACTUAL SERVICES	0	0	0	0%	4,875
001-001-519-30342	RECORDING OF THE COMMISSION I	42,000	3,500	38,500	8%	0
001-001-519-30343	PROFESSIONAL SERVICES	2,600	0	2,600	0%	0
001-001-519-30390	CONTINGENCIES	57,598	0	57,598	0%	0
001-001-519-30410	TELEPHONE	648	0	648	0%	53
001-001-519-30440	SUMMER YOUTH WORK PROGRAM	13,000	0	13,000	0%	182
001-001-519-30451	INSURANCE	500,000	85,252	414,748	17%	86,220
001-001-519-30465	COPIER PAYMENT	9,000	606	8,394	7%	1,212
001-001-519-30491	OTHER OPERATING EXPENSE	30,000	926	29,074	3%	-9
001-001-519-30512	POSTAGE	23,000	1,510	21,490	7%	1,005
001-001-519-70730	TRANSFER DEBT SVC CAP IMP BONI	360,000	30,000	330,000	8%	30,000
001-001-519-70731	HONEWELL LOAN PRINCIPAL	12,742	0	12,742	0%	0
001-001-519-70732	HONEYWELL LOAN INTEREST	5,274	0	5,274	0%	0
001-001-519-90000	TRANSFER TO INTERNAL SERVICE F	288,148	0	288,148	0%	0
001-001-552-90645	CRA TIF: ECONOMIC ENVIRON.	146,000	0	146,000	0%	0
	TOTAL NON-DEPARTMENTAL	1,582,010	121,794	1,460,216	8%	123,539
PERSONNEL						
001-260-513-10110	EXE SALARIES & WAGES	55,590	2,138	53,452	4%	2,512
001-260-513-10130	OTHER SALARIES & WAGES - P/T	11,960	889	11,071	7%	839
001-260-513-10210	FICA TAXES	5,168	220	4,948	4%	237
001-260-513-10220	RETIREMENT CONTRIBUTIONS	6,671	257	6,414	4%	301
001-260-513-10230	LIFE & HEALTH INSURANCE	5,844	448	5,396	8%	421
001-260-513-30314	PSYCHIATRIC EVALUATIONS	1,600	0	1,600	0%	0
001-260-513-30315	EMPLOYEE QUALITY OF LIFE	1,000	0	1,000	0%	0
001-260-513-30341	CONTRACTUAL SERVICES	12,000	0	12,000	0%	0
001-260-513-30343	PROFESSIONAL SERVICES	2,000	879	1,121	44%	0
001-260-513-30402	TRAVEL EXPENSE	700	0	700	0%	0
001-260-513-30410	TELEPHONE	3,000	370	2,630	12%	521
001-260-513-30461	REPAIR AND MAINTENANCE OFFICE	500	0	500	0%	0
001-260-513-30491	OTHER OPERATING EXPENSE	1,400	0	1,400	0%	0
001-260-513-30493	TRAINING	800	0	800	0%	0
001-260-513-30511	OFFICE SUPPLIES GENERAL	1,600	0	1,600	0%	0
001-260-513-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
	TOTAL PERSONNEL	117,833	5,201	112,632	4%	4,832

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FINANCE						
001-271-513-10110	EXE SALARIES & WAGES	20,206	772	19,434	4%	927
001-271-513-10120	REGULAR SALARIES & WAGES	33,170	1,276	31,894	4%	1,350
001-271-513-10210	FICA TAXES	4,083	144	3,939	4%	168
001-271-513-10220	RETIREMENT CONTRIBUTIONS	6,390	246	6,144	4%	274
001-271-513-10230	LIFE & HEALTH INSURANCE	9,371	809	8,562	9%	34
001-271-513-30343	PROFESSIONAL SERVICES	17,000	0	17,000	0%	0
001-271-513-30410	TELEPHONE	6,468	577	5,891	9%	643
001-271-513-30461	REPAIR & MAINT OFFICE EQUIPMEI	800	65	735	8%	0
001-271-513-30491	OTHER OPERATING EXPENSE	1,000	0	1,000	0%	39
001-271-513-30493	TRAINING	750	0	750	0%	0
001-271-513-30511	OFFICE SUPPLIES GENERAL	6,000	204	5,796	3%	222
001-271-513-30512	POSTAGE	100	0	100	0%	6
001-271-513-30521	OPERATING SUPPLIES	600	0	600	0%	0
001-271-513-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
001-271-513-60641	OFFICE FURNITURE & EQUIPMENT	1,200	0	1,200	0%	0
	TOTAL FINANCE	115,138	4,094	111,044	4%	3,662
GENERAL SERVICES ADM						
001-276-513-10110	EXE SALARY & WAGES	9,217	335	8,882	4%	402
001-276-513-10210	FICA	705	0	705	0%	0
001-276-513-10220	RETIREMENT	1,106	0	1,106	0%	0
001-276-513-10230	LIFE & HEALTH	1,305	0	1,305	0%	0
	TOTAL GENERAL SERVICES ADM	12,333	335	11,998	3%	402
LAW ENFORCEMENT ADM						
001-210-521-10110	EXE SALARIES & WAGES	66,644	2,563	64,081	4%	3,276
001-210-521-10120	REGULAR SALARIES & WAGES	89,016	3,424	85,592	4%	3,924
001-210-521-10140	OVERTIME	0	0	0	0%	15
001-210-521-10150	SPEC PAY-INCENTIVE,HOL,LV BUYB	1,000	0	1,000	0%	8
001-210-521-10210	FICA TAXES	11,984	433	11,551	4%	532
001-210-521-10220	RETIREMENT CONTRIBUTIONS	18,679	719	17,960	4%	908
001-210-521-10230	LIFE & HEALTH INSURANCE	25,973	2,474	23,499	10%	1,924
001-210-521-30341	CONTRACTUAL SERVICES	48,200	9,159	39,041	19%	21,711
001-210-521-30402	TRAVEL EXPENSE	1,500	0	1,500	0%	0
001-210-521-30403	GAS & DIESEL	1,500	0	1,500	0%	0
001-210-521-30404	OIL & GREASE	350	0	350	0%	0
001-210-521-30405	TIRES	800	0	800	0%	0
001-210-521-30406	VEHICLE PARTS ONLY	800	0	800	0%	0
001-210-521-30407	VEHICLE REPAIRTS	400	0	400	0%	0
001-210-521-30410	TELEPHONE	40,000	2,957	37,043	7%	3,689
001-210-521-30430	UTILITIES	33,000	0	33,000	0%	0
001-210-521-30464	REPAIRS & MAINTENANCE-RADIO	2,500	0	2,500	0%	0
001-210-521-30491	OTHER OPERATING EXPENSE	2,000	0	2,000	0%	0
001-210-521-30492	INVESTIGATIVE FUNDS	1,500	0	1,500	0%	0
001-210-521-30493	TRAINING	1,500	0	1,500	0%	0
001-210-521-30511	OFFICE SUPPLIES-GENERAL	1,000	0	1,000	0%	0

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ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
001-210-521-30521	OPERATING MATERIALS & SUPPLIES	700	0	700	0%	0
001-210-521-30522	OPERATING SUPPLIES-UNIFORMS	500	0	500	0%	0
001-210-521-30540	PUBLICATIONS, SUBSCRIP. & MEME	510	0	510	0%	0
001-210-521-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
001-210-521-60641	OFFICE FURNITURE & EQUIPMENT	3,000	0	3,000	0%	0
001-210-521-60644	EQUIPMENT	3,000	0	3,000	0%	0
	TOTAL LAW ENFORCEMENT ADM	364,056	21,729	342,327	6%	35,987
	LAW ENFORCEMENT OPERATIONS					
001-220-521-10120	REGULAR SALARIES & WAGES	980,556	36,780	943,776	4%	39,134
001-220-521-10130	OTHER SALARIES & WAGES - P/T	68,479	1,354	67,125	2%	1,244
001-220-521-10140	OVERTIME	65,000	3,508	61,492	5%	5,865
001-220-521-10150	SPEC PAY-INCENTIVE,HOL, LV BUY	14,355	565	13,790	4%	700
001-220-521-10210	FICA TAXES	86,322	3,153	83,169	4%	3,514
001-220-521-10220	RETIREMENT CONTRIBUTIONS	217,000	7,805	209,195	4%	7,022
001-220-521-10230	LIFE & HEALTH INSURANCE	167,980	13,720	154,260	8%	11,511
001-220-521-30341	CONTRACTURAL SERVICES	1,000	0	1,000	0%	0
001-220-521-30402	TRAVEL EXPENSE	1,500	0	1,500	0%	0
001-220-521-30403	GASOLINE & DIESEL	42,000	0	42,000	0%	0
001-220-521-30404	OIL & GREASE	1,500	0	1,500	0%	0
001-220-521-30405	TIRES	3,800	0	3,800	0%	0
001-220-521-30406	VEHICLE PARTS ONLY	5,000	0	5,000	0%	0
001-220-521-30407	OTHER AUTO EXPENSE	2,500	0	2,500	0%	0
001-220-521-30462	REPAIR & MAINT.-EQUIPMENT & TO	600	0	600	0%	0
001-220-521-30464	REPAIR & MAINTENANCE - RADIOS	200	0	200	0%	0
001-220-521-30491	OTHER OPERATING EXPENSE	5,000	0	5,000	0%	0
001-220-521-30493	TRAINING	8,000	0	8,000	0%	0
001-220-521-30499	CANINE EXPENSE	2,000	0	2,000	0%	0
001-220-521-30511	OFFICE SUPPLIES	1,100	0	1,100	0%	0
001-220-521-30521	OPERATING MATERIALS & SUPPLIES	5,000	0	5,000	0%	0
001-220-521-30522	OPERATING SUPPLIES - UNIFORMS	7,500	0	7,500	0%	42
001-220-521-60642	VEHICLES	55,000	0	55,000	0%	0
001-220-521-70711	VEHICLE LOAN CCBG (4)-PRINCIPA	27,378	0	27,378	0%	0
		1,768,770	66,885	1,701,885	4%	69,032

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ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
FIRE CONTROL ADM						
001-210-522-10110	EXE SALARIES & WAGES	61,094	2,303	58,791	4%	2,817
001-210-522-10120	REGULAR SALARIES & WAGES	41,253	1,587	39,666	4%	1,864
001-210-522-10150	SPEC PAY-INCENTIVE,HOL,LV BUYB	1,500	65	1,435	4%	78
001-210-522-10210	FICA TAXES	7,944	273	7,671	3%	340
001-210-522-10220	RETIREMENT CONTRIBUTIONS	23,398	905	22,493	4%	1,098
001-210-522-10230	LIFE & HEALTH INSURANCE	18,862	1,506	17,356	8%	1,339
001-210-522-30410	TELEPHONE	17,000	1,483	15,517	9%	1,512
001-210-522-30430	UTILITIES	20,000	0	20,000	0%	0
001-210-522-30461	REPAIR & MAINTENANCE-OFFICE EC	750	0	750	0%	0
001-210-522-30463	REPAIR & MAINT.-BUILDINGS & GR	3,000	0	3,000	0%	0
001-210-522-30464	REPAIR & MAINTENANCE-RADIO	1,500	0	1,500	0%	0
001-210-522-30465	COPIER PAYMENT	1,550	88	1,462	6%	146
001-210-522-30491	OTHER OPERATING EXPENSE	1,000	0	1,000	0%	0
001-210-522-30494	FIRE PREVENTION & EDUCATION	1,250	0	1,250	0%	0
001-210-522-30511	OFFICE SUPPLIES-GENERAL	400	0	400	0%	0
001-210-522-30521	OPERATING MATERIALS & SUPPLIES	550	13	537	2%	35
001-210-522-30522	OPERATING SUPPLIES - UNIFORMS	500	0	500	0%	0
001-210-522-31000	OTHER OPERATING EXP -IT SUPPOR	8,000	0	8,000	0%	0
	TOTAL FIRE CONTROL ADM	209,551	8,222	201,329	4%	9,227
FIRE CONTROL OPERATIONS						
001-230-522-10120	REGULAR SALARIES & WAGES	715,681	19,807	695,874	3%	28,882
001-230-522-10130	OTHER SALARIES & WAGES - P/T	20,000	1,888	18,112	9%	1,392
001-230-522-10140	OVERTIME	25,000	5,416	19,584	22%	2,464
001-230-522-10150	SPEC PAY-INCENTIVE,HOL,LV BUYB	22,000	725	21,275	3%	1,098
001-230-522-10210	FICA TAXES	59,875	2,037	57,838	3%	2,450
001-230-522-10220	RETIREMENT CONTRIBUTIONS	177,380	4,739	172,641	3%	7,317
001-230-522-10230	LIFE & HEALTH INSURANCE	125,667	7,578	118,089	6%	9,051
001-230-522-30402	TRAVEL EXPENSE	100	0	100	0%	0
001-230-522-30403	GASOLINE & DIESEL	8,000	0	8,000	0%	0
001-230-522-30404	OIL & GREASE	1,000	0	1,000	0%	720
001-230-522-30405	TIRES	3,500	0	3,500	0%	0
001-230-522-30406	VEHICLE PARTS ONLY	3,000	0	3,000	0%	0
001-230-522-30462	REPAIR & MAINT. - EQUIPMENT &	5,500	0	5,500	0%	0
001-230-522-30491	OTHER OPERATING EXPENSE	1,100	51	1,049	5%	23
001-230-522-30493	TRAINING	5,000	0	5,000	0%	0
001-230-522-30511	OFFICE SUPPLIES	750	0	750	0%	0
001-230-522-30521	OPERATING MATERIALS & SUPPLIES	560	0	560	0%	0
001-230-522-30522	OPERATING SUPPLIES - UNIFORMS	14,000	0	14,000	0%	0
001-230-522-60644	EQUIPMENT	17,000	0	17,000	0%	0
	TOTAL FIRE CONTROL OPERATIONS	1,205,113	42,240	1,162,873	4%	53,397

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BUILDING & PLANNING						
001-284-515-10110	EXE SALARIES & WAGES	58,386	2,246	56,140	4%	2,639
001-284-515-10120	REGULAR SALARIES & WAGES	91,086	2,471	88,615	3%	2,901
001-284-515-10140	OVERTIME	700	11	689	2%	87
001-284-515-10210	FICA TAXES	11,488	337	11,151	3%	403
001-284-515-10220	RETIREMENT CONTRIBUTIONS	14,718	566	14,152	4%	665
001-284-515-10230	LIFE & HEALTH INSURANCE	28,646	2,361	26,285	8%	2,176
001-284-515-30341	CONTRACTUAL SERVICES	39,600	0	39,600	0%	0
001-284-515-30343	PROFESSIONAL SERVICES	10,000	0	10,000	0%	0
001-284-515-30402	TRAVEL EXPENSE	2,500	0	2,500	0%	0
001-284-515-30403	GAS & DIESEL	1,400	0	1,400	0%	0
001-284-515-30404	OIL & GREASE	200	0	200	0%	0
001-284-515-30405	TIRES	200	0	200	0%	0
001-284-515-30406	VEH PARTS ONLY	200	0	200	0%	0
001-284-515-30407	VEH REPAIRS	300	765	-465	255%	0
001-284-515-30410	TELEPHONE	6,130	514	5,616	8%	596
001-284-515-30461	REPAIR & MAINT. OFFICE EQUIPME	500	0	500	0%	0
001-284-515-30491	OTHER OPERATING EXPENSE	4,500	0	4,500	0%	-372
001-284-515-30493	TRAINING	1,500	0	1,500	0%	1,450
001-284-515-30500	ADVERTISEMENTS	1,200	0	1,200	0%	367
001-284-515-30511	OFFICE SUPPLIES GENERAL	1,000	0	1,000	0%	0
001-284-515-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
	TOTAL BUILDING & PLANNING	282,254	9,270	272,984	3%	10,912
RECREATIONAL ACTIVITY						
001-310-572-10110	EXE SALARIES & WAGES	57,251	2,202	55,049	4%	3,003
001-310-572-10120	REGULAR SALARIES & WAGES	96,130	3,959	92,171	4%	2,581
001-310-572-10130	OTHER SALARIES & WAGES - P/T	38,410	1,238	37,172	3%	2,015
001-310-572-10140	OVERTIME	100	0	100	0%	44
001-310-572-10210	FICA TAXES	14,680	534	14,146	4%	562
001-310-572-10220	RETIREMENT CONTRIBUTIONS	18,405	739	17,666	4%	670
001-310-572-10230	LIFE & HEALTH INSURANCE	28,608	2,486	26,122	9%	1,169
001-310-572-30341	CONTRACTUAL SERVICES	8,300	249	8,051	3%	0
001-310-572-30343	PROFESSIONAL SERVICES	0	0	0	0%	499
001-310-572-30402	TRAVEL EXPENSE	1,000	0	1,000	0%	0
001-310-572-30403	GAS & DIESEL	5,000	0	5,000	0%	0
001-310-572-30404	OIL & GREASE	150	0	150	0%	0
001-310-572-30405	TIRES	200	0	200	0%	0
001-310-572-30406	VEH PARTS ONLY	500	0	500	0%	0
001-310-572-30407	VEHICLE REPAIRS	750	0	750	0%	0
001-310-572-30410	TELEPHONE	7,800	649	7,151	8%	930
001-310-572-30462	REPAIR & MAINT-EQUIPMENT & TC	4,000	5	3,995	0%	0
001-310-572-30491	OTHER OPERATING EXPENSES	12,000	2	11,998	0%	-1,404
001-310-572-30492	MAINTENANCE OF TANYARD CREEK	5,000	0	5,000	0%	0
001-310-572-30493	TRAINING	1,000	0	1,000	0%	0
001-310-572-30511	OFFICE SUPPLIES - GENERAL	1,600	0	1,600	0%	0
001-310-572-30521	OPERATING MATERIALS & SUPPLIES	1,800	190	1,610	11%	91

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ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
001-310-572-30523	OPERATING SUP - CHEM	1,500	0	1,500	0%	0
001-310-572-30524	SWIMMING POOL SUPPLIES	4,000	0	4,000	0%	0
001-310-572-30525	ATHLETIC EQUIPMENT - FOOTBALL	10,000	0	10,000	0%	79
001-310-572-30526	ATHLETIC EQUIP BASEBALL & SOFT	2,800	75	2,725	3%	0
001-310-572-30528	ATHLETIC EQUIPMENT - BASKETBAL	1,500	0	1,500	0%	0
001-310-572-30529	ATHLETIC EQUIPMENT - OTHER	4,000	0	4,000	0%	0
001-310-572-30540	OTHER RECREATIONAL ACTIVITIES	12,000	0	12,000	0%	0
001-310-572-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
	TOTAL RECREATIONAL ACTIVITY	346,484	12,328	334,156	4%	10,237
	PARKS					
001-440-572-10120	REGULAR SALARIES & WAGES	0	0	0	0%	1,271
001-440-572-10140	OVERTIME	0	0	0	0%	47
001-440-572-10210	FICA TAXES	0	0	0	0%	95
001-440-572-10220	RETIREMENT CONTRIBUTIONS	0	0	0	0%	153
001-440-572-10230	LIFE & HEALTH INSURANCE	0	0	0	0%	410
001-440-572-30391	PARKS & FACILITY	4,000	0	4,000	0%	0
001-440-572-30430	UTILITIES	25,000	0	25,000	0%	0
001-440-572-30463	REPAIR & MAINTENANCE-BLDGS. &	14,000	193	13,807	1%	10
001-440-572-60610	HILLSIDE PARK DEVELOPMENT	30,000	0	30,000	0%	0
001-440-572-60644	EQUIPMENT	10,500	0	10,500	0%	0
	TOTAL PARKS	83,500	193	83,307	0%	1,986
	PUBLIC WORKS ADM					
001-410-539-10110	EXE SALARIES & WAGES	39,435	1,517	37,918	4%	0
001-410-539-10120	REGULAR SALARIES & WAGES	7,956	0	7,956	0%	1,972
001-410-539-10210	FICA TAXES	3,625	104	3,521	3%	137
001-410-539-10220	RETIREMENT CONTRIBUTIONS	5,687	182	5,505	3%	237
001-410-539-10230	LIFE & HEALTH INSURANCE	8,760	598	8,162	7%	394
001-410-539-30410	TELEPHONE	10,608	836	9,772	8%	964
001-410-539-30430	UTILITIES	68,000	0	68,000	0%	0
001-410-539-30440	REPAIR & MAINT BUILDING	1,500	0	1,500	0%	0
001-410-539-30491	OTHER OPERATING EXPENSE	5,000	0	5,000	0%	833
001-410-539-30493	TRAINING	1,000	708	292	71%	1,085
001-410-539-30511	OFFICE SUPPLIES	400	0	400	0%	0
001-410-539-30521	OPERATING MATERIALS & SUPPLIES	2,000	0	2,000	0%	0
001-410-539-30522	OPERATING EXPENSE - UNIFORMS	15,000	2,746	12,254	18%	0
001-410-539-30524	OPERATING SUPPLIES - TOOLS	500	0	500	0%	0
001-410-539-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
	TOTAL PUBLIC WORKS ADM	177,471	6,691	170,780	4%	5,621

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ROADS & STREETS						
001-430-541-10110	SALARIES & WAGES	5,634	217	5,417	4%	1,779
001-430-541-10120	REGULAR SALARIES & WAGES	238,796	9,274	229,522	4%	6,495
001-430-541-10140	OVERTIME	1,200	71	1,129	6%	137
001-430-541-10210	FICA TAXES	29,332	701	28,631	2%	616
001-430-541-10220	RETIREMENT CONTRIBUTIONS	29,332	1,089	28,243	4%	992
001-430-541-10230	LIFE & HEALTH INSURANCE	43,323	3,443	39,880	8%	1,494
001-430-541-30341	CONTRACTUAL SERVICES	2,000	0	2,000	0%	0
001-430-541-30403	GASOLINE & DIESEL	45,000	20	44,980	0%	0
001-430-541-30524	OPERATING SUPPLIES - SMALL TOO	1,000	188	812	19%	72
001-430-541-30530	ROAD MATERIALS & SUPPLIES	30,000	1,029	28,971	3%	0
001-430-541-60632	RESURF & SIDEWALKS	250,000	0	250,000	0%	0
001-430-541-60634	STORM WATER FACILITIES	25,000	0	25,000	0%	0
001-430-541-70711	PRINCIPAL- CCB LOAN EQUIP FOR	17,636	1,448	16,188	8%	1,401
001-430-541-70721	INTEREST - CCB LOAN EQUIPMENT	553	68	485	12%	115
	TOTAL ROADS & STREETS	718,806	17,547	701,259	2%	13,101
CEMETERIES & GROUNDS						
001-431-542-10120	REGULAR SALARIES & WAGES	61,311	2,228	59,083	4%	2,721
001-431-542-10140	OVERTIME	0	67	-67	+100%	80
001-431-542-10210	FICA TAXES	4,690	169	4,521	4%	204
001-431-542-10220	RETIREMENT CONTRIBUTIONS	7,357	267	7,090	4%	326
001-431-542-10230	LIFE & HEALTH INSURANCE	9,451	594	8,857	6%	1,947
001-431-542-30521	OPERATING SUPPLIES	2,000	0	2,000	0%	0
	TOTAL CEMETERIES & GROUNDS	84,809	3,325	81,484	4%	5,278
BUILDINGS & GROUNDS						
001-440-519-10120	REGULAR SALARIES & WAGES	136,794	5,490	131,304	4%	5,645
001-440-519-10140	OVERTIME	1,000	11	989	1%	47
001-440-519-10210	FICA TAXES	10,541	401	10,140	4%	414
001-440-519-10220	RETIREMENT CONTRIBUTIONS	16,415	609	15,806	4%	677
001-440-519-10230	LIFE & HEALTH INSURANCE	22,673	2,084	20,589	9%	1,728
001-440-519-30341	CONTRACTUAL SERVICES	46,122	0	46,122	0%	0
001-440-519-30463	REPAIR & MAINT.-BUILDINGS & GR	10,000	101	9,899	1%	11
001-440-519-30491	OTHER OPERATING EXPENSE	8,000	0	8,000	0%	0
001-440-519-60644	EQUIPMENT	30,000	0	30,000	0%	0
	TOTAL BUILDINGS & GROUNDS	281,545	8,696	272,849	3%	8,522

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FLEET MAINTENANCE						
001-450-541-10120	REGULAR SALARIES & WAGES	71,212	2,467	68,745	3%	3,345
001-450-541-10140	OVERTIME	1,000	0	1,000	0%	140
001-450-541-10210	FICA TAXES	5,524	163	5,361	3%	231
001-450-541-10220	RETIREMENT CONTRIBUTIONS	8,545	296	8,249	3%	401
001-450-541-10230	LIFE & HEALTH INSURANCE	19,803	1,528	18,275	8%	35
001-450-541-30404	OIL & GREASE	2,000	145	1,855	7%	63
001-450-541-30405	TIRES	7,500	530	6,970	7%	133
001-450-541-30406	VEH PARTS ONLY	30,000	76	29,924	0%	40
001-450-541-30407	VEHICLE REPAIRS	15,000	1,060	13,940	7%	0
001-450-541-30491	OTHER OPER EXPENSE	700	3	697	0%	0
	TOTAL FLEET MAINT	161,284	6,268	155,016	4%	4,389
	TOTAL GEN FUND EXPENDITURES	8,184,357	367,718	7,816,639	4%	376,907
COMMUNITY REDEVELOPMENT AGENCY						
002-250-552-10110	EXECUTIVE SALARIES & WAGES	64,762	2,521	62,241	4%	2,963
002-250-552-10210	FICA	4,845	188	4,657	4%	221
002-250-552-10220	RETIREMENT CONTRIBUTIONS	7,555	303	7,252	4%	356
002-250-552-10230	LIFE & HEALTH INSURANCE	5,164	438	4,726	8%	409
002-250-552-30341	CONTRACTUAL SERVICES	40,000	1,700	38,300	4%	0
002-250-552-30343	PROFESSIONAL SERVICES	50,000	0	50,000	0%	1,500
002-250-552-30390	CONTINGENCIES - TANYARD CREEK	261,000	0	261,000	0%	650
002-250-552-30402	TRAVEL EXPENSES	5,000	5,138	-138	103%	3,031
002-250-552-30403	GAS & DIESEL	2,000	0	2,000	0%	0
002-250-552-30410	TELEPHONE	2,000	140	1,860	7%	139
002-250-552-30420	SPECIAL EVENTS	0	0	0	#DIV/0!	625
002-250-552-30463	R/M HOUSING	12,000	1,000	11,000	8%	1,000
002-250-552-30491	OTHER OPERATING EXPENSES	0	0	0	#DIV/0!	1,000
002-250-552-30493	TRAINING	1,500	2,520	-1,020	168%	0
002-250-552-30500	LEGAL ADS & RECORDINGS	2,000	175	1,825	9%	0
002-250-552-30512	POSTAGE	500	0	500	0%	0
002-250-552-30521	OPERATING SUPPLIES	5,000	0	5,000	0%	973
002-250-552-32000	REIMBURSEMENT TO THE CITY	20,000	0	20,000	0%	0
002-250-552-60000	SENIOR ENERGY EFF PROGRAM	100,000	0	100,000	0%	0
002-250-552-60010	BEAUTIFICATION PROJECTS	85,000	3,000	82,000	4%	0
002-250-552-60020	AFFORDABLE HOUSING PURCHASE	50,000	0	50,000	0%	0
002-250-552-60040	CRA CATALYST PROJECTS	200,000	0	200,000	0%	0
002-250-552-60641	OFFICE FURNITURE & EQUIPMENT	2,500	0	2,500	0%	0
	TOTAL CRA	920,826	17,123	903,703	2%	12,868

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ENTERPRISE FUNDS						
FINANCIAL SERVICES						
400-271-513-10110	EXECUTIVE SALARIES & WAGES	60,244	2,317	57,927	4%	2,780
400-271-513-10120	REGULAR SALARIES & WAGES	99,509	3,827	95,682	4%	4,050
400-271-513-10210	FICA TAXES	12,221	433	11,788	4%	503
400-271-513-10220	RETIREMENT CONTRIBUTIONS	19,170	737	18,433	4%	821
400-271-513-10230	LIFE & HEALTH INSURANCE	28,132	2,428	25,704	9%	2,587
400-271-513-30390	CONTINGENCY	52,796	0	52,796	0%	0
	TOTAL FINANCIAL SERVICES	272,072	9,742	262,330	4%	10,741
CUSTOMER SERVICES						
400-274-513-10110	EXE SALARIES & WAGES	0	0	0	0%	1,942
400-274-513-10120	REGULAR SALARIES & WAGES	135,461	4,683	130,778	3%	3,861
400-274-513-10140	OVERTIME	500	0	500	0%	0
400-274-513-10210	FICA TAXES	10,401	370	10,031	4%	447
400-274-513-10220	RETIREMENT CONTRIBUTION	15,253	421	14,832	3%	620
400-274-513-10230	LIFE & HEALTH INSURANCE	17,203	833	16,370	5%	1,151
400-274-513-30280	Credit Card Processing Charges	15,000	0	15,000	0%	229
400-274-513-30341	CONTRACTUAL SERVICES	1,000	0	1,000	0%	150
400-274-513-30410	TELEPHONE	4,224	520	3,704	12%	794
400-274-513-30461	REPAIR & MAINTAIN OFFICE EQUIP	2,931	244	2,687	8%	489
400-274-513-30491	OTHER OPERATING EXPENSES	2,000	0	2,000	0%	0
400-274-513-30493	TRAINING	2,000	0	2,000	0%	0
400-274-513-30511	OFFICE SUPPLIES-GENERAL	500	0	500	0%	0
400-274-513-31000	OTHER OPERATING EXPENSE IT SUP	8,000	0	8,000	0%	0
400-274-513-60620	BUILDING MODIFICAION SECURITY	5,000	0	5,000	0%	0
400-274-513-60641	OFFICE FURNITURE & EQUIPMENT	1,000	0	1,000	0%	0
	TOTAL CUSTOMER SERVICES	220,473	7,072	213,401	3%	9,681
SEWER ADMINISTRATION						
402-520-535-10110	EXE SALARIES & WAGES	13,755	434	13,321	3%	510
402-520-535-10120	REGULAR SALARIES & WAGES	35,984	560	35,424	2%	370
402-520-535-10140	OVERTIME	500	0	500	0%	0
402-520-535-10210	FICA TAXES	3,843	71	3,772	2%	63
402-520-535-10220	RETIREMENT CONTRIBUTIONS	5,968	119	5,849	2%	106
402-520-535-10230	LIFE & HEALTH INSURANCE	6,110	342	5,768	6%	12
402-520-535-30341	CONTRACTUAL SERVICES	3,000	15	2,985	1%	0
402-520-535-30343	PROFESSIONAL SERVICES	35,000	0	35,000	0%	0
402-520-535-30402	TRAVEL EXPENSE	200	0	200	0%	0
402-520-535-30403	GAS & DIESEL	200	0	200	0%	0
402-520-535-30404	OIL & GREASE	400	0	400	0%	0
402-520-535-30405	TIRES	100	0	100	0%	0
402-520-535-30410	TELEPHONE	14,460	1,222	13,238	8%	1,322
402-520-535-30440	RENTALS & LEASES	3,000	0	3,000	0%	0
402-520-535-30491	OTHER OPERATING EXPENSE	3,000	54	2,946	2%	0
402-520-535-30511	OFFICE SUPPLIES	300	8	292	3%	0
402-520-535-30521	OPERATING SUPPLIES	300	0	300	0%	0

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402-520-535-30522	OPERATING SUPPLIES - UNIFORMS	100	8	92	8%	2
402-520-535-60644	EQUIPMENT	10,000	0	10,000	0%	0
402-520-535-70031	2003 BOND DEBT SERVICE PRINCIP	75,000	75,000	0	100%	71,250
402-520-535-70032	2003 BOND DEBT SERVICE INTERES	72,875	38,313	34,562	53%	40,094
402-520-535-70111	2011 BOND DEBT SERVICE PRINCIP	20,800	20,800	0	100%	20,150
402-520-535-70112	2011 BOND DEBT SERVICE INTERES	34,702	17,351	17,351	50%	17,678
402-520-535-70720	DEBT SERVICE DEP STATE LOAN PR	202,313	0	202,313	0%	0
402-520-535-70721	DEBT SERVICE DEP STATE LOAN IN	20,244	0	20,244	0%	0
402-520-535-70731	HONEYWELL LOAN PRINCIPAL	34,405	0	34,405	0%	0
402-520-535-70732	HONEWELL LOAN INTEREST	14,241	0	14,241	0%	0
402-520-535-70733	DEBT SERVICE - FL DEP LOAN	27,204	0	27,204	0%	0
402-520-535-90990	TRANSFER OF PROFIT	62,000	5,167	56,833	8%	0
402-520-535-91000	BUSINESS ACTIVITY SHARED EXP	55,000	4,583	50,417	8%	4,514
	TOTAL SEWER ADM	755,004	164,047	590,957	22%	156,071
	SEWER TREATMENT					
402-531-535-30341	CONTRACTUAL SERVICES	624,714	54,345	570,369	9%	52,793
402-531-535-30430	UTILITIES	190,000	0	190,000	0%	0
402-531-535-30466	REPAIR & MAINTENANCE - PLANT	7,000	0	7,000	0%	0
402-531-535-60644	EQUIPMENT	200,000	0	200,000	0%	0
	TOTAL SEWER TREATMENT	1,021,714	54,345	967,369	5%	52,793
	SEWER DISTRIBUTION					
402-540-535-10120	REGULAR SALARIES & WAGES	106,211	3,695	102,516	3%	4,063
402-540-535-10140	OVERTIME	6,000	141	5,859	2%	584
402-540-535-10210	FICA TAXES	8,584	288	8,296	3%	344
402-540-535-10220	RETIREMENT CONTRIBUTIONS	10,894	393	10,501	4%	440
402-540-535-10230	LIFE & HEALTH INSURANCE	18,687	813	17,874	4%	1,156
402-540-535-30312	ENGINEERING STUDY	2,000	0	2,000	0%	0
402-540-535-30341	CONTRACTUAL SERVICES	1,745	0	1,745	0%	0
402-540-535-30401	AUTO EXPENSE	200	0	200	0%	0
402-540-535-30403	GASOLINE & DIESEL	1,800	0	1,800	0%	0
402-540-535-30404	OIL & GREASE	400	0	400	0%	0
402-540-535-30405	TIRES	100	0	100	0%	0
402-540-535-30406	AUTO PARTS	1,000	0	1,000	0%	0
402-540-535-30407	VEHICLE REPAIRS-PARTS AND LABO	1,000	0	1,000	0%	0
402-540-535-30440	RENTALS/LEASES	200	0	200	0%	0
402-540-535-30467	MAINTENANCE OF MAINS & LINES	16,215	0	16,215	0%	0
402-540-535-30491	OTHER OPERATING EXPENSE	400	0	400	0%	0
402-540-535-30521	OPERATING SUPPLIES	400	0	400	0%	0
402-540-535-30522	OPERATING SUPPLIES - UNIFORMS	1,500	69	1,431	5%	21
	TOTAL SEWER DISTRIBUTION	177,336	5,399	171,937	3%	6,608
	TOTAL SEWER FUND	1,954,054	223,791	1,730,263	11%	215,472

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ELECTRIC ADMINISTRATION						
403-520-531-10110	EXE SALARIES & WAGES	27,509	868	26,641	3%	1,020
403-520-531-10120	REGULAR SALARIES & WAGES	71,970	1,120	70,850	2%	740
403-520-531-10140	OVERTIME	500	0	500	0%	0
403-520-531-10210	FICA TAXES	7,648	143	7,505	2%	126
403-520-531-10220	RETIREMENT CONTRIBUTIONS	8,636	239	8,397	3%	211
403-520-531-10230	LIFE & HEALTH INSURANCE	10,317	685	9,632	7%	400
403-520-531-30341	CONTRACTUAL SERVICES	140,000	15	139,985	0%	0
403-520-531-30343	PROFESSIONAL SERVICES	20,000	0	20,000	0%	0
403-520-531-30370	PURCHASED ELECTRIC	6,610,000	0	6,610,000	0%	0
403-520-531-30390	CONTINGENCY	822,048	0	822,048	0%	0
403-520-531-30402	TRAVEL EXPENSE	1,550	937	613	60%	0
403-520-531-30403	GASOLINE & DIESEL	1,500	0	1,500	0%	0
403-520-531-30404	OIL & GREASE	220	0	220	0%	0
403-520-531-30405	TIRES	150	36	114	24%	0
403-520-531-30406	VEHICLE PARTS ONLY	50	0	50	0%	0
403-520-531-30407	VEHICLE REPAIRS	200	0	200	0%	0
403-520-531-30410	TELEPHONE	3,264	288	2,976	9%	400
403-520-531-30440	RENTALS/LEASES	2,700	0	2,700	0%	0
403-520-531-30462	REPAIR & MAINT-EQUIPMENT & T	100	0	100	0%	0
403-520-531-30491	OTHER OPERATING EXPENSE	10,000	204	9,796	2%	100
403-520-531-30493	TRAINING	6,000	900	5,100	15%	0
403-520-531-30500	LEGAL ADS & RECORDING	200	0	200	0%	0
403-520-531-30511	OFFICE SUPPLIES	200	0	200	0%	0
403-520-531-30512	POSTAGE	25,500	0	25,500	0%	0
403-520-531-30521	OPERATING SUPPLIES	200	0	200	0%	0
403-520-531-30522	OPERATING SUPPLIES - UNIFORMS	336	23	313	7%	7
403-520-531-30540	DUES, PUBLICATION, & MEMBERSH	36,500	0	36,500	0%	0
403-520-531-30580	STATE ASSESSMENT TAXES	2,000	0	2,000	0%	0
403-520-531-30591	UNCLAIMED PROPERTY UTILITY REF	2,700	0	2,700	0%	0
403-520-531-31000	OTHER OPERATING EXP - IT SUPPO	58,000	0	58,000	0%	0
403-520-531-70111	2011 BOND DEBT SERVICE PRINCIP	97,600	97,600	0	100%	94,550
403-520-531-70112	2011 BOND DEBT SERVICE INTERES	162,832	81,416	81,416	50%	82,952
403-520-531-90990	TRANSFER OF PROFIT	4,196,081	349,673	3,846,408	8%	349,673
403-520-531-91000	BUSINESS ACTIVITY SHARED EXP	314,568	26,214	288,354	8%	22,055
	TOTAL ELECTRIC ADM	12,641,079	560,361	12,080,718	4%	552,234
ELECTRIC DISTRIBUTION						
403-591-531-10120	REGULAR SALARIES & WAGES	332,554	9,765	322,789	3%	10,277
403-591-531-10140	OVERTIME	20,000	567	19,433	3%	302
403-591-531-10210	FICA TAXES	26,971	786	26,185	3%	810
403-591-531-10220	RETIREMENT CONTRIBUTIONS	34,011	1,030	32,981	3%	1,104
403-591-531-10230	LIFE & HEALTH INSURANCE	39,691	1,614	38,077	4%	1,241
403-591-531-30341	CONTRACTUAL SERVICES	2,000	0	2,000	0%	0
403-591-531-30403	GASOLINE & DIESEL	12,000	0	12,000	0%	0
403-591-531-30404	OIL & GREASE	800	0	800	0%	0
403-591-531-30405	TIRES	1,600	0	1,600	0%	0

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ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
403-591-531-30406	PARTS	4,000	242	3,758	6%	0
403-591-531-30407	VEHICLE REPAIRS-LABOR & PARTS	16,000	370	15,630	2%	0
403-591-531-30430	UTILITIES	130,000	0	130,000	0%	0
403-591-531-30440	RENTALS / LEASES	500	0	500	0%	0
403-591-531-30461	REPAIR & MAINT - OFFICE EQUIPM	5,000	0	5,000	0%	0
403-591-531-30462	REPAIR & MAINT - EQUIPMENT & T	6,700	140	6,560	2%	0
403-591-531-30467	REPAIR & MAINT-MAINS & LINES	70,000	505	69,495	1%	0
403-591-531-30468	REPAIR & MAINTENANCE - SERVICE	4,000	0	4,000	0%	0
403-591-531-30469	LINE CLEARING CREW	30,000	0	30,000	0%	0
403-591-531-30491	OTHER OPERATING EXPENSES	800	0	800	0%	0
403-591-531-30521	OPERATING SUPPLIES	760	71	689	9%	0
403-591-531-30522	OPERATING SUPPLIES - UNIFORMS	10,000	545	9,455	5%	175
403-591-531-60635	STREET LIGHTS	3,645	0	3,645	0%	0
403-591-531-60636	SIGNALIZATION	3,000	0	3,000	0%	0
403-591-531-60642	VEHICLES	20,000	0	20,000	0%	0
403-591-531-60644	EQUIPMENT	200,000	0	200,000	0%	0
403-591-531-70731	HONEYWELL LOAN PRINCIPAL	61,164	0	61,164	0%	0
403-591-531-70732	HONEYWELL LOAN INTEREST	25,317	0	25,317	0%	0
	TOTAL ELECTRIC DISTRIBUTION	1,060,513	15,635	1,044,878	1%	13,909
	ELECTRIC WAREHOUSE					
403-502-531-10120	REGULAR SALARIES & WAGES	31,224	0	31,224	0%	0
403-502-531-10140	OVERTIME	500	0	500	0%	0
403-502-531-10210	FICA TAXES	2,427	0	2,427	0%	0
403-502-531-10220	RETIREMENT CONTRIBUTIONS	3,746	0	3,746	0%	0
403-502-531-10230	LIFE & HEALTH INSURANCE	4,699	0	4,699	0%	0
403-502-531-30430	UTILITIES	3,500	0	3,500	0%	0
403-502-531-30461	R/M-OFFICE EQUIPMENT	400	0	400	0%	0
403-502-531-30462	REPAIR & MAINT - EQUIP AND TOO	500	0	500	0%	0
403-502-531-30463	REPAIR & MAINT - BLDS AND GROU	600	0	600	0%	0
403-502-531-30491	OTHER OPERATING EXPENSE	384	0	384	0%	0
403-502-531-30521	OPERATING SUPPLIES	1,000	0	1,000	0%	0
403-502-531-30522	OPERATING SUPPLIES - UNIFORMS	336	23	313	7%	7
	TOTAL ELECTRIC WAREHOUSE	49,316	23	49,293	1%	7
	TOTAL ELECTRIC FUND	13,750,908	576,019	13,174,889	4%	566,150
	WATER ADMINISTRATION					
404-520-533-10110	EXE SALARIES & WAGES	13,755	434	13,321	3%	510
404-520-533-10120	REGULAR SALARIES & WAGES	35,984	560	35,424	2%	370
404-520-533-10140	OVERTIME	500	0	500	0%	0
404-520-533-10210	FICA TAXES	3,844	71	3,773	2%	63
404-520-533-10220	RETIREMENT CONTRIBUTIONS	5,968	119	5,849	2%	106
404-520-533-10230	LIFE & HEALTH INSURANCE	6,110	342	5,768	6%	12
404-520-533-30312	ENGINEERING FEES	2,000	0	2,000	0%	0
404-520-533-30314	ANNUAL MEMBERSHIP FEES	500	0	500	0%	0
404-520-533-30341	CONTRACTUAL SERVICES	20,000	15	19,985	0%	0

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404-520-533-30343	PROFESSIONAL SERVICES	5,000	0	5,000	0%	0
404-520-533-30402	TRAVEL EXPENSE	200	0	200	0%	0
404-520-533-30404	OIL & GREASE	100	0	100	0%	0
404-520-533-30405	TIRES	100	0	100	0%	0
404-520-533-30410	TELEPHONE	3,276	288	2,988	9%	400
404-520-533-30440	RENTALS & LEASES	2,000	0	2,000	0%	0
404-520-533-30491	OTHER OPERATING EXPENSE	6,000	54	5,946	1%	0
404-520-533-30493	TRAINING	2,500	0	2,500	0%	0
404-520-533-30501	PERMITS & FEES	8,000	0	8,000	0%	0
404-520-533-30511	OFFICE SUPPLIES	300	0	300	0%	0
404-520-533-30521	OPERATING SUPPLIES	300	0	300	0%	0
404-520-533-30522	OPERATING SUPPLIES - UNIFORMS	120	8	112	7%	2
404-520-533-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
404-520-533-70031	2003 BOND DEBT SERVICE PRINCIP	75,000	75,000	0	100%	71,250
404-520-533-70032	2003 BOND DEBT SERVICE INTERES	72,875	38,313	34,562	53%	40,094
404-520-533-70111	2011 BOND DEBT SERVICE PRINCIP	20,800	20,800	0	100%	20,150
404-520-533-70112	2011 BOND DEBT SERVICE INTERES	34,702	17,351	17,351	50%	17,678
404-520-533-70710	PRINCIPAL	161,734	0	161,734	0%	0
404-520-533-70720	DEBT SERVICE INTEREST	95,302	0	95,302	0%	0
404-520-533-70731	HONEYWELL LOAN PRINCIPAL	19,113	0	19,113	0%	0
404-520-533-70732	HONEYWELL LOAN INTEREST	7,911	0	7,911	0%	0
404-520-533-90990	TRANSFER OF PROFIT	137,497	11,458	126,039	8%	11,191
404-520-533-91000	BUSINESS ACTIVITY SHARED EXP	30,364	2,530	27,834	8%	2,530
	TOTAL WATER ADM	779,855	167,343	612,512	21%	164,356
	WATER TREATMENT					
404-530-533-30341	CONTRACTUAL SERVICES	348,365	28,771	319,594	8%	28,427
404-530-533-30430	UTILITIES	95,000	0	95,000	0%	0
404-530-533-30466	REPAIR & MAINTENANCE - PLANT	4,000	0	4,000	0%	0
404-530-533-30469	REPAIR & MAINT RESERVOIRS	15,000	0	15,000	0%	0
404-530-533-60644	EQUIPMENT	325,000	0	325,000	0%	0
	TOTAL WATER TREATMENT	787,365	28,771	758,594	4%	28,427
	WATER DISTRIBUTION					
404-539-533-10120	REGULAR SALARIES & WAGES	99,581	3,695	95,886	4%	4,063
404-539-533-10140	OVERTIME	6,500	141	6,359	2%	585
404-539-533-10210	FICA TAXES	8,115	288	7,827	4%	345
404-539-533-10220	RETIREMENT CONTRIBUTIONS	11,297	393	10,904	3%	440
404-539-533-10230	LIFE & HEALTH INSURANCE	19,585	813	18,772	4%	1,206
404-539-533-30403	GASOLINE & DIESEL	2,500	0	2,500	0%	0
404-539-533-30404	OIL & GREASE	500	0	500	0%	0

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ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
404-539-533-30405	TIRES	750	0	750	0%	0
404-539-533-30406	AUTO PARTS	675	16	659	2%	0
404-539-533-30407	VEHICLE REPAIRS-PARTS AND LABO	1,050	0	1,050	0%	0
404-539-533-30440	RENTALS/LEASES	200	0	200	0%	0
404-539-533-30462	REPAIR & MAINT- EQUIPMENT & TC	3,100	0	3,100	0%	0
404-539-533-30467	REPAIR & MAINT.-MAINS & LINES	14,160	0	14,160	0%	0
404-539-533-30468	REPAIR & MAINT.- SERVICES	10,700	8	10,692	0%	0
404-539-533-30491	OTHER OPERATING EXPENSE	1,000	0	1,000	0%	0
404-539-533-30521	OPERATING SUPPLIES	300	0	300	0%	0
404-539-533-30522	OPERATING SUPPLIES - UNIFORMS	1,167	69	1,098	6%	21
	TOTAL WATER DISTRIBUTION	181,180	5,423	175,757	3%	6,660
	TOTAL WATER FUND	1,748,400	201,537	1,546,863	12%	199,443
	GAS ADMINISTRATION					
405-520-532-10110	EXE SALARIES & WAGES	13,755	434	13,321	3%	510
405-520-532-10120	REGULAR SALARIES & WAGES	35,984	560	35,424	2%	370
405-520-532-10140	OVERTIME	100	0	100	0%	0
405-520-532-10210	FICA TAXES	3,813	71	3,742	2%	63
405-520-532-10220	RETIREMENT CONTRIBUTIONS	5,968	119	5,849	2%	106
405-520-532-10230	LIFE & HEALTH INSURANCE	5,721	342	5,379	6%	776
405-520-532-30341	CONTRACTUAL SERVICES	20,000	5,015	14,985	25%	0
405-520-532-30380	PURCHASED GAS	653,800	0	653,800	0%	0
405-520-532-30402	TRAVEL EXPENSE	200	0	200	0%	0
405-520-532-30403	GAS & DIESEL	750	0	750	0%	0
405-520-532-30404	OIL & GREASE	50	0	50	0%	0
405-520-532-30405	TIRES	100	0	100	0%	0
405-520-532-30410	TELEPHONE EXPENSE	3,252	288	2,964	9%	400
405-520-532-30440	RENTALS/LEASES	2,000	0	2,000	0%	0
405-520-532-30491	OTHER OPERATING EXPENSE	9,700	54	9,646	1%	0
405-520-532-30493	TRAINING	1,600	0	1,600	0%	0
405-520-532-30511	OFFICE SUPPLIES	300	0	300	0%	0
405-520-532-30521	OPERATING SUPPLIES	300	0	300	0%	0
405-520-532-30522	OPERATING SUPPLIES - UNIFORMS	135	8	127	6%	2
405-520-532-30580	TAXES-STATE ASSESMENT	2,575	0	2,575	0%	0
405-520-532-31000	OTHER OPERATING EXP - IT SUPPO	8,000	0	8,000	0%	0
405-520-532-70111	2011 BOND DEBT SERVICE PRINCIP	20,800	20,800	0	100%	20,150
405-520-532-70112	2011 BOND DEBT SERVICE INTERES	34,702	17,351	17,351	50%	17,678
405-520-532-90990	TRANSFER OF PROFIT	453,295	37,775	415,520	8%	44,264
405-520-532-91000	BUSINESS ACTIVITY SHARED EXP	62,613	5,218	57,395	8%	5,218
	TOTAL GAS ADM	1,339,513	88,035	1,251,478	7%	89,537

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GAS DISTRIBUTION						
405-561-532-10120	REGULAR SALARIES & WAGES	63,149	2,729	60,420	4%	1,953
405-561-532-10140	OVERTIME	2,000	83	1,917	4%	0
405-561-532-10210	FICA TAXES	4,984	208	4,776	4%	149
405-561-532-10220	RETIREMENT CONTRIBUTIONS	6,926	297	6,629	4%	210
405-561-532-10230	LIFE & HEALTH INSURANCE	8,769	775	7,994	9%	1,431
405-561-532-30403	GASOLINE & DIESEL	2,600	0	2,600	0%	0
405-561-532-30404	OIL & GREASE	500	0	500	0%	0
405-561-532-30405	TIRES	500	0	500	0%	0
405-561-532-30406	VEHICLE PARTS	1,300	9	1,291	1%	0
405-561-532-30407	VEHICLE REPAIR PARTS AND LABO	1,000	0	1,000	0%	0
405-561-532-30430	UTILITIES	1,829	0	1,829	0%	0
405-561-532-30440	RENTALS/LEASES	330	0	330	0%	0
405-561-532-30462	REPAIR & MAINT-EQUIPMENT & TC	500	0	500	0%	0
405-561-532-30467	MAINT. OF MAINS & LINES - GAS	12,140	0	12,140	0%	0
405-561-532-30468	MAINTENANCE OF SERVICES - GAS	6,000	0	6,000	0%	0
405-561-532-30491	OTHER OPERATING EXPENSE	200	0	200	0%	0
405-561-532-30520	OPER SUPP-WATER HEATERS	2,000	0	2,000	0%	0
405-561-532-30521	OPERATING SUPPLIES	200	0	200	0%	0
405-561-532-30522	OPERATING SUPPLIES - UNIFORMS	1,660	77	1,583	5%	24
405-561-532-60644	EQUIPMENT	35,000	0	35,000	0%	0
	TOTAL GAS DISTRIBUTION	151,587	4,178	147,409	3%	3,767
	TOTAL GAS FUND	1,491,100	92,213	1,398,887	6%	93,304
REFUSE ADMINISTRATION						
406-410-539-30443	RESIDENTIAL REFUSE	606,300	0	606,300	0%	0
406-410-539-30480	LANDFILL TIPPING FEES	60,000	0	60,000	0%	0
406-410-539-31443	COMMERCIAL REFUSE	472,200	0	472,200	0%	0
406-410-532-60644	GRAPPLE TRUCK 1/5 PAYMENT	26,755				
406-410-539-90000	TRANSFER TO LANDFILL	53,750	0	53,750	0%	0
406-410-539-90990	TRANSFER PROFITS TO GF	30,000	2,500	27,500	8%	8,817
406-410-539-91000	BUSINESS ACTIVITY SHARED EXP	34,744	2,895	31,849	8%	2,895
	TOTAL REFUSE ADM	1,283,749	5,395	1,251,599	0%	11,712

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ACCOUNT_#	ACCOUNT DESCRIPTION	ANNUAL BUDGET	YTD Oct 2016	OVER (UNDER)	8 %	YTD Oct 2015
LANDFILL OPERATIONS						
407-422-536-10120	REGULAR SALARIES & WAGES	63,890	2,382	61,508	4%	2,958
407-422-536-10140	OVERTIME	2,500	112	2,388	4%	178
407-422-536-10210	FICA TAXES	5,079	172	4,907	3%	212
407-422-536-10220	RETIREMENT CONTRIBUTIONS	7,666	286	7,380	4%	355
407-422-536-10230	LIFE & HEALTH INSURANCE	13,923	994	12,929	7%	2,895
407-422-536-30312	ENGINEERING FEES	4,500	0	4,500	0%	0
407-422-536-30346	MONITORING FEES	45,000	0	45,000	0%	0
407-422-536-30430	UTILITIES	1,200	0	1,200	0%	0
407-422-536-30462	REPAIR & MAINT-EQUIPMENT & TC	500	0	500	0%	5
407-422-536-30491	OTHER OPERATING EXPENSE	100	20	80	20%	0
407-422-536-30493	TRAINING	1,000	0	1,000	0%	0
407-422-536-30501	PERMITS	0	30	-30	+100%	0
407-422-536-60000	PURCHASE OF LAND	53,750	0	53,750	0%	0
407-422-536-91000	BUSINESS ACTIVITY SHARED EXP	0	0	0	0%	4,140
	TOTAL LANDFILL OPERATIONS	199,108	3,996	195,112	2%	10,743
	TOTAL ENTERPRISE FUND	20,919,864	1,115,769	19,578,232	5%	1,106,503
TELECOMMUNICATIONS						
508-539-539-10110	EXECUTIVE SALARIES & WAGES	48,880	0	48,880	0%	325
508-539-539-10120	REGULAR SALARIES & WAGES	34,273	1,668	32,605	5%	1,642
508-539-539-10140	OVERTIME	745	0	745	0%	121
508-539-539-10210	FICA	2,679	117	2,562	4%	148
508-539-539-10220	RETIREMENT CONTRIBUTIONS	9,978	200	9,778	2%	236
508-539-539-10230	LIFE & HEALTH INSURANCE	8,473	736	7,737	9%	677
508-539-539-30341	CONTRACTUAL SERVICES	46,000	2,856	43,144	6%	1,362
508-539-539-30403	GAS & DIESEL	1,000	0	1,000	0%	0
508-539-539-30410	TELEPHONE	0	-131	131	+100%	94
508-539-539-30491	OTHER OPERATING EXPENSES	1,000	0	1,000	0%	0
508-539-539-70031	2003 BOND DEBT SERVICE PRINCIP	150,000	150,000	0	100%	142,500
508-539-539-70032	2003 BOND DEBT SERVICE INTERES	145,750	76,625	69,125	53%	80,188
508-539-539-70721	DEBT SERVICE PRINCIPAL CCBG EQ	9,085	746	8,339	8%	722
508-539-539-70725	DEBT SERICE INTEREST CCBG EQ L	285	35	250	12%	59
	TOTAL TELECOMMUNICATIONS	458,148	232,852	225,296	51%	228,075
	TOTAL ALL FUNDS	30,483,195	1,264,752	29,218,443	4%	1,148,107