

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

**Tuesday,
November 24, 2015
6:00 PM**

City Hall Commission Chambers

City Commission

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

**AGENDA FOR THE REGULAR MEETING
OF THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday
November 24, 2015
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 11/10/2015 Regular Meeting
(Sylvia Hicks, City Clerk)

Proclamations

Public Hearings as scheduled or agended

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

Ordinances

Resolutions

2. Resolution No.1337-2015, 2015 Christmas Parade
(Mike Wade, City Manager)

Reports by Boards and Committees

Reports, requests and communications by the City Manager

3. Gadsden Center Lease
(Mike Wade, City Manager, Scott Shirley, Attorney)
4. Tree Cutting Permit
(Mike Wade, City Manager, Bernard Piawah, Director, Building and Planning)
5. Public Works Request for Purchase of a Truck
(Mike Wade, City Manager, Reggie Bell, Director, Public Works)
6. Amendment to 2012 Loan Agreement
(Mike Wade, City Manager, Ted Beason, Director, Finance)
7. Duke Energy Transmission Agreement
(Mike Wade, City Manager, Scott Shirley, City Attorney)
8. Financial Report, Arrears Report, Report, P-Card Report
(Mike Wade, City Manager, Ted Beason, Director, Finance)

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

Comments

a) City Manager

b) City Clerk

c) City Attorney

1. "Review of Retirement Plans for IRS Compliance"
2. Consideration for final settlement and approval of Settlement Agreement in *William Blich v. City of Quincy and Tara Bryant, Gregory Horne, and Sean Boyd in their individual capacities, Case No.:4:15-cv-00246-RH-CAS, United States District Court, Northern District of Florida, Tallahassee Division.*

d) Commission Members

Comments from the audience

Adjournment

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
NOVEMBER 10, 2015
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday November 10, 2015, with Mayor Commissioner Elias presiding and the following present:

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

Also Present:

City Manager Mike Wade
City Attorney Scott Shirley
Acting City Clerk Catherine Robinson
Police Chief Glenn Sapp
Planning Director Bernard Piawah
Finance Director Ted Beason
Human Resources Director Bessie Evans
Fire Chief Scott Haire
CRA Manager Regina Davis
Public Works Director Reginald Bell
Parks and Recreation Director Greg Taylor
Sergeant at Arms Captain Robert Mixson

Call to Order:

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

Approval of Agenda

Commissioner McMillan made a motion to approve the agenda. Commissioner Brown seconded the motion. Addition of a proclamation for Veterans Day. The ayes were unanimous. The vote was five to zero.

Special Presentations by the Mayor or Commission

Approval of the Minutes of the October 27, 2015 Regular Meeting

Commissioner McMillan made a motion to approve the minutes of the October 27, 2015 regular meeting with corrections if necessary. Commissioner Gay seconded the motion. The corrections are (1) page 5 The Long Settlement has been completed and (2) page 6 He stated that Master Sergeant McMillan. The ayes were unanimous. The vote was five to zero.

Proclamations

Mayor Elias read a Proclamation honoring Veterans Day.

Public Hearings as scheduled or agended

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

Ordinances

Resolutions

Reports by Boards and Committees

Reports request and communications by the City Manager

Crystal River 3 Settlement

City Manager Mike Wade presented to the Commission three options from the Crystal River Settlement with Duke Energy (1) apply \$100,000 to the arrears of the Southeastern Power Administration (SEPA) account, (2) place the funds in a rate stabilization account, and (3) establish a debt service account once all arrears are current. Commissioner McMillan made a motion to approve applying the \$100,000 to the arrears of SEPA. Commissioner Gay seconded the motion. The motion carried five to zero. Commissioner Gay made a motion for the funds to be in addition to the regular payment. Commissioner Brown seconded the motion. The motion carried five to zero.

Sanitary Sewer System Smoke Testing

Commissioner McMillan made a motion to authorize the City Manager to sign work order No. 14 to smoke test the City of Quincy's Sewer Collection System through the Profession Services Agreement with Hatch Mott McDonald. Commissioner Brown seconded the motion. Mike Murphy of Hatch Mott McDonald was present to answer any questions. The motion carried five to zero.

Fire Department Reports – District Call September 2015, Monthly Activity Report for September 2015, District call October 2015, Monthly Activity Report for October 2015 – No comments.

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

Comments

City Manager

Announcement of an executive session as a Special City Commission Meeting for November 17, 2015 at 6:00 pm to discuss union matters.

City will have a citywide annual cleanup November 12, 2015 – November 25, 2015

Veterans Day event will be at the Courthouse square.

City Hall will be closed on Veterans Day.

City Clerk – None

City Attorney

Announcement of an executive session pursuant to Section 286.011(8), Florida Statutes, in the case of William Blitch v City of Quincy and Tara Bryant, Gregory Horne, and Sean Boyd in their individual capacities. Case No.: 4:15-cv-00246-RH-CAS, United States District Court, Northern District of Florida, Tallahassee Division. The Commission agreed to hold the executive session November 24, 2015 at 5:30 p.m.

Commission Members

Commissioner Dowdell asked if the zoning would include daycares. City Attorney Scott Shirley stated yes only if it is in the districts that are zoned C-2 or M-1 and will not be conducive to those businesses. The reason is because of the children and the business have trucks going and coming therefore it wouldn't be safe for the children.

Commissioner Dowdell asked the status of the house on Virginia Street with the grass. The Manager stated he would check on it.

Commissioner Dowdell stated that he thinks that the City is looking at the wrong house on Martin Luther King, Jr. Blvd., you can see on see it from the sidewalk.

Commissioner Dowdell asked the status of the paving on Martin Luther King, Jr. Blvd. The Manager stated it should be complete before Christmas.

Commissioner Dowdell asked how many vacant police positions we currently have. Chief Sapp stated currently we have two officers and a Captain position but we are currently processing one of the officer's positions.

Commissioner Dowdell wished everyone a happy Veterans Day.

Commissioner Gay thanked Commissioner Dowdell for his services.

Commissioner Gay stated we need to address a money grab by the City, the tree removal fee of \$100. We need to consider taking it off the books. He stated that he had gotten several calls regarding having to get a permit to cut a tree that is over 25'. If we are not

using any City resources we shouldn't be charging. He requested that the item is on the agenda for the next meeting for discussion.

Commissioner Gay stated he attended a County Commission workshop on Thursday and they were discussing the Bike Art Trail, we passed Resolution No. 1297-2013 on February 26, 2013. He stated that the resolution is very general, there are no specifics (location of the trail, eminent domain) and some of the residents are opposing the proposed project because it is taking up too much of their property. Our utilities are located on the south side of King Street and we would have to move it at our expenses plus that area tends to flood, it is dangerous we have had two fatalities on East King St. Commissioner Gay stated that City Staff went to the County Commission requesting the trail to be extended to Corry Street without the Commission approval. He requested that this item is placed on the next agenda for reconsideration. I am not opposed to the trail but I am opposed to the trail coming up King Street to Corry Street. The Attorney stated we should take a stance as to reconsider the route of the trail.

Commissioner Brown stated the he is impressed with Public Works and Code Enforcement.

Commissioner McMillan stated that he has gotten several calls from contractors about the time it takes from the time when they submit a permit application or request an inspection to the City until when it comes back from the County.

Commissioner McMillan stated that we have the right to say no to the bike path if we don't want it. Commissioner McMillian stated that Dr. V was heading up a task force and his recommendation would be to appoint Commissioner Gay if he is willing to serve.

Comments from the Audience

Minister Alphonso Figgers of 215 North Chalk Street came before the Commission and thanked everyone for their participation in their 4th Annual Shaw's Quarter Day it was a success. Mr. Figgers passed out certificates. Mr. Figgers stated that in December they will have fruit baskets for the seniors. Mayor Elias told Mr. Figgers to keep up the good work.

Denise P. Hanna of 714 South 9th Street asked how we dispose of left over paint and fire extinguishers. Mr. Bell Public Works Director stated that the county has a disposal location and for fire extinguishers we call Edwards Fire Extinguishers. Ms. Hannah stated that she would like to thank Public Works, Mike Wade, Chief Sapp and Mr. Taylor. Ms. Hannah also stated that Customer Service is A-1. The Mayor commented that those words mean so much to the City and he thanked staff.

Mayor Elias stated that we need to cross train employees so that work does not stop because one person is out.

Mayor Elias asked Mr. Beason the status of the reconciliation. Mr. Beason stated that he had completed one.

Mayor Elias stated that he had mentioned all of the vacant positions within the City to be sure to fill them.

Mayor Elias made a motion to appoint Commissioner McMillan to the CRPTA Board. Commissioner Gay seconded the motion. The motion carried five to zero.

Mayor Elias stated that since we did not agenda the appointment of Commissioner Gay to the Bike Trail Task Force we can't vote on it we need to follow protocol. Commissioner Gay stated that is willing to serve on the task force. The City Manager stated that meeting will be Thursday at the County Administrator's office at 1:30 pm.

Mayor Elias told the Manager to get with the County regarding the time frame of the permits and touch base with staff.

Mayor Elias stated that Commissioner Dowdell mentioned in the CRA meeting that people have been taking up in the Brumby Street property.

Mayor Elias stated that there will be an observance at 11:00 at Riverchase honoring Master Sgt. McMillan the public is invited.

Mayor Elias stated that the school on Strong Road does not have any markings indicating that it is a school he stated that he brought this up approximately eight years ago. We need to contact the County School Board or someone, there is a potential for an accident with the increased traffic due to the bypass.

Mayor Elias stated that on Friday night there will be an All-star football game as well as the cheerleaders at Corry field.

Mayor Elias stated that on behalf of the City we would like to thank our Veterans for their service.

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

APPROVED:

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

ATTEST:

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

RESOLUTION No. 1337-2015

A RESOLUTION GRANTING THE REQUEST OF THE CITY OF QUINCY THE TEMPORARY ROAD CLOSING FOR THE 2015 CHRISTMAS PARADE

WHEREAS, the City of Quincy has requested the closing of certain roads for its 2015 Christmas Parade event to be held on Friday, December 11th, 2015; and,

WHEREAS, the City of Quincy has determined that said road closings are necessary in order for the 2015 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 4:30p.m., until 9:00p.m., on Friday, December 11th, 2015, for its 2015 Christmas Parade.

PASSED in open session of the City Commission of the City of Quincy, Florida on the 11th day of December, A.D., 2015

Derrick D. Elias Mayor and
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 Robert Mixson		DATE 12/11/2015	
ADDRESS OF ORGANIZATION 339 E. Jefferson St. Quincy Fl 32351				TELEPHONE NUMBER 850-627-3979	
TITLE OF EVENT City of Quincy Christmas Parade					
DATE OF EVENT: 12/11/2015	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>Glenn H. Sepp, 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: _____

Permit No. _____

Governmental Entity

Approving Local Government	<u>City of Quincy</u>	Contact Person	<u>Lt. Larry Gilyard</u>
Address	<u>339 E. Jefferson St. Quincy Fl. 32351</u>		
Telephone	<u>(850) 627-7111</u>	Email	<u>lgilyard@myquincy.net</u>

Organization Requesting Special Event

Name of Organization	<u>City of Quincy</u>	Contact Person	<u>Gregory Taylor</u>
Address	<u>339 E. Jefferson St. Quincy Fl. 32351</u>		
Telephone	<u>(850) 618-0020</u>	Email	<u>gtaylor@myquincy.net</u>

Description of Special Event

Event Title	<u>2015 Christmas Parade</u>	Date of Event	<u>12/11/15</u>
Start Time	<u>4:30pm</u>	End Time	<u>9:00pm</u>
Event Route (attach map)	<u>see attached map</u>		
Detour Route (attach map)	<u>see attached map</u>		

Law Enforcement Agency Responsible for Traffic Control

Name of Agency	<u>Quincy Police Dept</u>
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US Coast Guard Approval for Controlling Movable Bridge

Not Applicable	<input type="checkbox"/>
Copy of USCG Approval Letter Attached	<input type="checkbox"/>
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>Larry Gilyard</u>	Signature	<u>Larry Gilyard</u>	Date	<u>11/18/15</u>
Law Enforcement Name/Title	<u>Lieutenant</u>	Signature	<u>Larry Gilyard</u>	Date	<u>11/18/15</u>
Government Official Name/Title	<u>Allen H. Sapp Chief</u>	Signature	<u>Allen H. Sapp Chief of Police</u>	Date	<u>11/18/15</u>

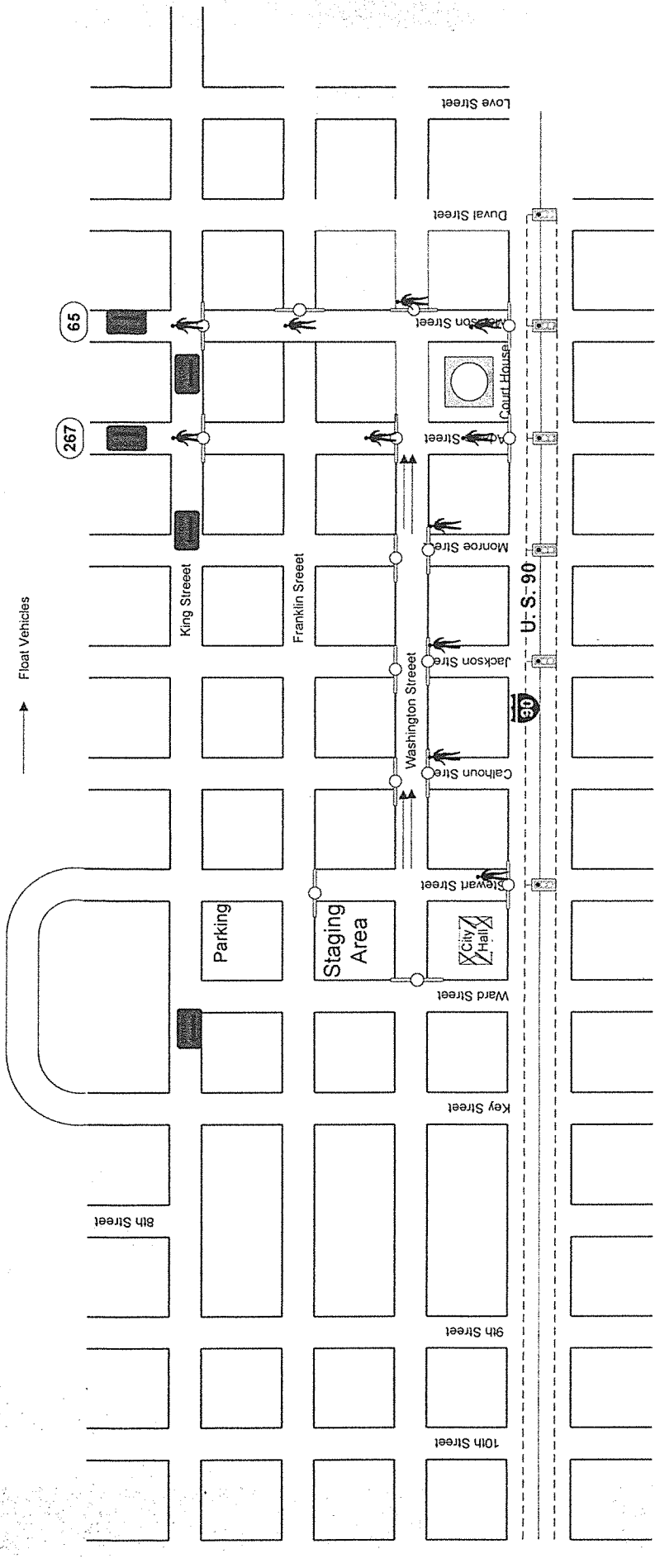
FDOT Special Conditions

FDOT Authorization

Name/Title	_____	Signature	_____	Date	_____
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2015 CHRISTMAS PARADE
December 11, 2015
4:30 P.M. until 9:00 P.M.

→ Pedestrians
 → Float Vehicles



↑ Police Officer
 Officers will release traffic as
 the Parade passes, and as
 can be safely done

○ Barricades

Capt. Robert Mixson
 (850)544-2705

Pat Thomas Parkway 267

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: November 24, 2015
Date submitted: November 19, 2015
To: Honorable Mayor and Members of the City Commission
From: Mike Wade, City Manager
Scott Shirley, City Attorney
Subject: Garden Center Lease Agreement

Statement of Issue:

The lease between the City of Quincy and the Quincy Garden Club pertaining to the Monroe House located at 204 East Jefferson St. has expired. The parties desire to renew the lease and continue the lease on a perpetual basis providing that either party may terminate the lease by providing written notice.

Staff is recommending that the Commission approve the lease and authorize the Mayor to sign the lease.

OPTIONS:

Option 1: Move to approve the Lease between the City of Quincy and the Quincy Garden Club, Inc. and authorize the Mayor to sign the Lease.

Option 2: Do not approve the Lease.

STAFF RECOMMENDATION:

Option 1

Attachments:

1. Proposed Lease Agreement
2. Previous Lease Agreement

Lease Agreement

This Lease Agreement is made and effective October 1, 2015 by and between **City of Quincy**, a Florida municipal corporation ("Lessor") and **Quincy Garden Club, Inc.**, a Florida corporation ("Lessee").

Whereas: Lessor is the owner of land and improvements commonly known as the Monroe House and located at 204 E. Jefferson St., Quincy, FL ("Leased Premises"); and

Whereas: The Monroe House is a Victorian style house that was built in 1893 by Mark "Pat" Munroe and his wife, Edith Adelaide Walker Munroe and has served as the Quincy Garden Center since 1975; and

Whereas: In 1974, John Bates, a grandson of Pat and Edith Munroe, purchased the property and subsequently donated the house and grounds to the City of Quincy for the cultural benefit of the people of the community; and

Whereas: The Monroe House is currently leased to the Garden Club by the City of Quincy and the parties desire to renew and restate such lease.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, Lessor and Lessee agree as follows:

1. Term and Termination.

Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases the same from Lessor, for a term beginning October 1, 2015 and continuing perpetually, subject to termination as herein provided.

This lease may be terminated by either the lessor or lessee by providing written notice of intent to terminate not later than ninety (90) days prior to the anniversary of the effective date hereof in any given year.

This agreement may be amended, altered or modified only by mutual written agreement of the parties.

2. Rental.

Lessee shall pay to Lessor a \$1.00 per year, payable annually on or about October 1, 2015 at the Customer Service Department, City of Quincy at 404 E. Jefferson St., Quincy, Florida.

3. Use

The Leased Premises will be used solely for community, cultural, and social activities. The Lessee will not allow unlawful use or occupancy of the Leased Premises. Lessee shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Lessee shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Lessor's prior written consent, such consent not to be unreasonably withheld or delayed. The lessee shall be permitted to rent the space on a temporary basis to individuals, clubs, businesses and/or organizations for social occasions.

5. Repairs.

During the Lease term repairs and upkeep shall be divided between the Lessee and Lessor in the following ways:

Lessor will furnish labor necessary to maintain gardens and yards in an attractive manner. The Lessor will also maintain in good repair a heating and cooling system for the structures located on the premises.

The Lessee shall maintain the Leased Premises in a manner that will allow it to be rented for social events. The Lessee owns any furniture, fixtures, equipment, or other furnishing purchased by the Quincy Garden Center and located on the premises.

6. Alterations and Improvements.

The Lessee shall not make any major or significant alterations or changes without the prior written consent of the Lessor. At the expiration of this lease, the Lessee will return the premises to the Lessor in the same repair and condition received – with acts of God excepted (wear and tear, fire, hurricane, etc.)

7. Property Taxes.

The Lessee shall be responsibility for any taxes imposed upon its personal property located on the premises.

The Lessor pays all real estate taxes, assessments, and other governmental levies against the leased property, if any.

8. Insurance and Indemnity.

Lessor shall maintain fire and casualty insurance on the Building and the Leased Premises in such amounts as Lessor shall deem appropriate.

Lessee shall be responsible, at its expense, for fire and casualty insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Lessee shall maintain liability insurance (showing Lessor as an additional insured) for the benefit of persons injured on the premises with the following limits:

- \$500,000 for bodily injury, per occurrence;
- \$500,000 for property damages, per occurrence; and
- \$1,000,000 aggregate including products.

Lessee shall protect, defend, indemnify and hold the Lessor and Lessor's officials and employees, harmless from all claims, demands, causes of action or liability, resulting from injury to or death of persons or damage to or loss of property sustained on or about the premises and arising from the Lessee's operations or as a proximate result of the acts or omissions of the Lessee or its employees, agents, invitees or guests. This provision does not apply, however, to any such liability as may be the result of the direct and proximate negligence or willful misconduct of Lessor or Lessor's employees or agents acting within the scope of their employment or agency.

9. Utilities.

The Lessor shall pay utility needs arising outside of the dwelling house.

Lessee shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Lessee inside the dwelling house located on the premises during the term of this Lease unless otherwise expressly agreed in writing by Lessor.

10. Entry.

Lessor shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Leased Premises.

11. Parking.

During the term of this Lease, Lessee shall have the use in common with Lessor of the parking lot adjacent to the backyard. The parking lot shall be maintained by the Lessor but may be used by the guests and invitees, of the Quincy Garden Center. Lessor reserves the right to designate up to ___ parking spaces for use by its employees, guests and invitees.

12. Building Rules.

Lessee will establish reasonable rules for guests comply with the rules of the Building adopted and altered by Lessor from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Lessor to Lessee in writing.

13. Quiet Possession.

Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

14. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor to:

City Manager
City of Quincy
404 E. Jefferson St.
Quincy, FL 32351

If to Lessee to:

Quincy Garden Center
204 E. Jefferson St.
Quincy, FL 32351

Lessor and Lessee shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

15. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Lessor and Lessee shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

16. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

17. Successors.

The provisions of this Lease shall extend to and be binding upon Lessor and Lessee and their respective legal representatives, successors and assigns, subject to the limitation on assignment on Paragraph 4 herein above.

18. Consent.

Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

19. Compliance with Law.

Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

20. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease effective the day and year first above written.

[Signatures follow]

APPROVED in open session by the City Commission of the City of Quincy, Florida, this ____ day of July 2015.

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

ATTEST:

Sylvia Hicks (SEAL)
City Clerk

APPROVED AS TO FORM:

Scott Shirley
City Attorney

Quincy Garden Club, Inc.
a Florida Corporation

By: _____
Its: _____

LEASE AGREEMENT

THIS LEASE executed this 25th day of November, A.D. 2003, by and between CITY OF QUINCY, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida and located in Gadsden County, Florida, hereinafter referred to as "Lessor", and QUINCY GARDEN CLUB, INC., a Florida corporation, of Gadsden County, Florida, hereinafter referred to as "Lessee".

- W I T N E S S E T H -

That Lessor, for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, does hereby lease and demise unto the said Lessee the following described premises, situate, lying and being in the City of Quincy, County of Gadsden and State of Florida, to-wit:

The West Half of Lots 109 and 110, Original Quincy, of Plat of record recorded in Clerk's Office of Gadsden County, Florida, being in Section 7, Township 2 North, Range 3 West.

TO HAVE AND TO HOLD the said premises unto the said Lessee commencing on the 1st day of December, A.D. 2003, and continuing for a period of One (1) year and thereafter for such further extensions as may be hereinafter provided, subject, however, to the terms and conditions hereinafter set forth, the Lessee yielding and paying to the Lessor the following rental upon the following terms, to-wit:

(a) One Dollar (\$1.00) per year.

The Lessor and Lessee each agree to keep, conform to and abide by each and every one of the following terms, covenants and agreements, the same being a part of the consideration for entering into this Lease, to-wit:

1. The Lessor shall furnish the labor necessary to maintain the gardens and yards of the demised premises in an attractive manner.

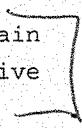
2. The Lessee shall pay all charges and expenses for gas, electricity and other illuminant and power, and for water used inside the dwelling house located on the premises, such payments to be made not more than ten (10) days after the same shall become due and payable. The expenses for utility needs arising outside of the dwelling house shall be the responsibility of the Lessor.

3. The Lessee shall not make any major or significant alterations or changes in the demised premises without the prior written consent of the Lessor.

4. The Lessor's agent may at any reasonable time enter and view the premises.

5. At the expiration of this Lease Agreement, the Lessee will quietly and peaceably deliver the said premises to the Lessor in the same repair and condition in which they were received,

City



ordinary wear and tear, fire, hurricane or other acts of God excepted.

6. This Lease shall be automatically renewed for additional One (1) year periods, not to exceed a total of Ten (10) years, including the original term, under the same terms and conditions, unless either party gives written notice to the other party within Ninety (90) days before the expiration of the original or any subsequent period of its desire to terminate the lease.

city

7. The Lessor shall be responsible for the payment of all real estate taxes or assessments and other governmental levies against the leased property, whether ordinary or extraordinary, foreseen or unforeseen. The Lessee shall be responsible for any taxes imposed upon its personal property located on the premises.

city

8. The Lessor shall be responsible for maintaining insurance on the leased premises against loss or damage by fire or other casualty. The Lessee shall maintain insurance on the property owned by the Lessee and located on said premises, and liability insurance for the benefit of persons injured on said premises, with the following limits: Five Hundred Thousand (\$500,000.00) Dollars for bodily injury, per occurrence, and Five Hundred Thousand (\$500,000.00) Dollars for property damages, per occurrence, and One Million (\$1,000,000.00) Dollars aggregate, including products.

9. The Lessee shall maintain absolute ownership of any furniture, fixtures, equipment or other furnishings purchased by Lessee and located on the premises, whether attached or unattached, and whether or not said items are normally construed to be part of the realty.

city

10. The Lessor shall maintain in good repair a heating and cooling system for the structures located on the premises.

11. The Lessee will not make nor suffer any unlawful use or occupancy of the premises, and it is expressly understood and agreed by and between the parties hereto that the leased premises shall be used solely for community, cultural and social activities.

12. The Lessee may not sell or assign this Lease without the prior written consent of the Lessor, but such consent shall not unreasonably be withheld.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES TO LESSOR:

Willie E. Banks
(Signature)
Willie E. Banks

(Signature)

(Name typed or printed)

CITY OF QUINCY, FLORIDA, a
Municipal Corporation

BY: Derrick W. Elias
DERRICK ELIAS
Its Mayor

ATTEST:
BY: Sylvia Hicks
SYLVIA HICKS
Its Clerk

WITNESSES TO LESSEE:

Theotis Moore
(Signature)

Theotis Moore
(Name typed or printed)

Arleen M. Houston
(Signature)

Arleen M. Houston
(Name typed or printed)

QUINCY GARDEN CLUB, INC., a Florida Corporation

BY: Buena W. Proskine
BUENA W. PROSKINE
Its President

ATTEST:

BY: Judy W. Gregory
JUDY W. GREGORY
Acting Secretary

STATE OF FLORIDA

COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 25th day of November, A.D. 2003, by DERRICK ELIAS and SYLVIA HICKS, the Mayor and Clerk, respectively, of the CITY OF QUINCY, FLORIDA, who are authorized to execute any and all instruments for and on behalf of the CITY OF QUINCY, to me well known or who furnished Personally Known as identification.

LUCILLE WILLIAMS
Notary Public, State of Florida
My comm. exp. July 17, 2007
Comm. No. DD 213422

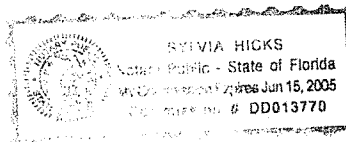
Lucille Williams
(signature)

Lucille Williams
(Name typed or printed)
Notary Public
My Commission Expires: 7-17-07

STATE OF FLORIDA

COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 25th day of November, A.D. 2003, by BUENA W. PROSKINE and JUDY W. GREGORY, the President and Acting Secretary, respectively, of the QUINCY GARDEN CLUB, INC., a Florida Corporation, who are authorized to execute any and all instruments for and on behalf of said corporation, to me well known or who furnished PK as identification.



Sylvia Hicks
(signature)

Sylvia Hicks
(Name typed or printed)
Notary Public
My Commission Expires: