

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

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



## **Meeting Agenda**

**Tuesday, October 14, 2014**

**6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

**Derrick Elias, Mayor (Commissioner District Three)**

**Micah Brown, Mayor Pro-Tem (Commissioner District Two)**

**Keith Dowdell (Commissioner District One)**

**Andy Gay (Commissioner District Four)**

**Daniel McMillan (Commissioner District Five)**

**AGENDA FOR THE REGULAR MEETING OF  
THE CITY COMMISSION OF  
QUINCY, FLORIDA  
Tuesday  
October 14, 2014  
6:00 PM  
CITY HALL CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Special Presentations by Mayor or Commission**

**Approval of Agenda**

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

1. Approval of Minutes of the 9/23/2014 Budget Hearing  
(Sylvia Hicks, City Clerk)
2. Approval of Minutes of the 9/29/2014 Budget Hearing  
(Sylvia Hicks, City Clerk)
3. Approval of Minutes of the 9/30/2014 Special Meeting  
(Sylvia Hicks, City Clerk)
4. Approval of Minutes of the 10/03/2014 Final Budget Hearing  
(Sylvia Hicks, City Clerk)

**Proclamations**

Proclamations for Domestic Violence

Proclamation for Breast Cancer Awareness Month

**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**

Ordinance No: 1066-2014

## **Resolutions**

5. Resolution 1318-2014 Gas Portfolio IV
6. Resolution For Geraldine Mock

## **Reports by Boards and Committees**

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

7. Close-out Documents For Tanyard Creek Park  
(Mike Wade, Interim City Manager)
8. QFD Monthly Report  
(Mike Wade, Interim City Manager; Scott Haire, Fire Chief)

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

## **Comments**

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

## **Comments from the audience**

## **Adjournment**

\*Item(s) Not in Agenda Packet

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
SEPTEMBER 23, 2014  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, September 23, 2014, 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:

Interim City Manager Mike Wade  
Interim City Attorney John A. Grant  
City Clerk Sylvia Hicks  
Police Chief Walt McNeil  
Customer Service Director Ann Sherman  
Planning Director Bernard Piawah  
Interim Public Works Director Reginald Bell  
Account Control Specialist Catherine Robinson  
Fire Chief Scott Haire  
Human Resources Director Bessie Evans  
CRA Manager Regina Davis  
OMI Representative Terry Presnal  
Sergeant At Arms Assistant Chief Glenn Sapp

**Call to Order:**

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

Special Presentations by Mayor or Commission

**Approval of Agenda**

Mayor Elias pulled Ordinances 1064 and 1065 from the agenda

Commissioner Gay made a motion to approve the agenda. Commissioner Brown seconded the motion. The vote was four to zero.

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

*Approval of the Minutes of the September 09, 2014 Regular Meeting*

Commissioner Gay made a motion to approve the minutes of the September 9, 2014 regular meeting. Commissioner McMillan seconded the motion. The vote was four to zero.

*Approval of the Minutes of the September 10, 2014 Budget Hearing Meeting*

Commissioner McMillan made a motion to approve the minutes of the September 10, 2014 Budget Hearing meeting. Commissioner Brown seconded the motion. Commissioner Brown stated Commissioner Cook name needed to be removed. The vote was four to zero.

*Approval of the Minutes of the September 11, 2014 Special Meeting*

Commissioner Gay made a motion to approve the minutes of the September 11, 2014 special meeting minutes. Commissioner Brown seconded the motion. The vote was four to zero.

**Public Hearings a scheduled or agended**

The following ordinances were withdrawn from the agenda:

*Ordinance No. 1064-2014 millage*

*Ordinance No. 1065-2014 budget*

**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:**

**Presentations**

**Commissioner Dowdell entered the meeting**

*Big Bend Transit*

Mr. Shawn Mitchell of Big Bend transit presented to the Commission a power point presentation regarding the Quincy Shuttle. Mr. Mitchell stated that the shuttle is needed in Quincy. He stated that when the cost of the shuttle was only \$1.00 the ridership was very high and then the City doubled the cost to \$2.00 ridership declined sharply. He stated that they would like to continue to partner with the City to offer the services. Mr. Mitchell stated that one way Mr. Piawah suggested that business could advertise on the side of the bus thus reducing the cost of what the City would have to pay. Mr. Mitchell stated that the proposed contract will be reduced by \$10,000. Commissioner McMillan asked what projection for advertising is. Mr. Mitchell stated it would vary.

**Consent Agenda**

*Cobb Settlement Agreement* – Commissioner Dowdell had questions on the Cobb Agreement thus this item was pulled.

Gwendolyn Adkins of Coppins Adkins Dincman & Spellman PA told the Commission that one of our Police Officers had an accident that involved Mr. Cobb.

Commissioner McMillan made a motion to approve the Cobb Settlement Agreement. Commissioner Gay seconded the motion. The vote was five to zero.

#### *McLean Settlement Agreement*

Commissioner Gay made a motion to approve the McLean Settlement Agreement. Commissioner McMillan seconded the motion. Upon roll call the ayes were Commissioners McMillan, Dowdell, Gay and Elias. Nay was Commissioner Brown. The vote was four to one.

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

#### *Normal Retirement Benefit Policy and Guidelines for Permanent Disability Retirement*

Commissioner McMillan made a motion to approve the Normal Retirement Benefit Policy for Permanent Disability Retirement. Commissioner Brown seconded the motion. The vote was five to zero.

#### *Proposal to locate a Dollar Tree Store in Quincy*

Commissioner Gay made a motion to approve the proposal to locate a Dollar Tree Store in Quincy. Commissioner Brown seconded the motion. Upon roll call the ayes were Commissioners Brown, McMillan, Dowdell, Gay, and Elias. The vote was five to zero.

#### *Review of Infrastructure Construction for the Proposed Hamilton Place Subdivision Preliminary Plat*

Commissioner Gay made a motion to approve the Review of Infrastructure Construction for the Proposed Hamilton Place Subdivision Preliminary Plat. Commissioner Dowdell seconded the motion. The vote was five to zero.

#### *90 Day Old Account Status Report Update*

The Commission commended the Manager, Ms. Sherman and staff for working so diligently on those accounts that was in the arrears.

#### *Quincy Fire Department Monthly Report*

Fire Chief Haire reported to the Commission that the week of October 5<sup>th</sup> -11<sup>th</sup> is Fire Prevention Week. He also informed the Commission that the Fire Department has secured a grant and has purchased approximately 200 smoke detectors and the Department will install them at no charge to anyone that is 50 years of age plus.

### *Code Enforcement Status Report All Districts*

Commissioner Gay if we had the demolition and foreclosure in the budget. Commissioner Gay also stated there are several properties in his district that need drastic action taken on. He stated he is ready to move this to another level. Commissioner McMillan stated he is not in favor of foreclosing if some is living in their house and abandoned house needs to go through the foreclosure process. Commissioner Gay stated that the objective is to get everyone to come into compliance. Commissioner Brown stated that he would get the location of the property in his district to the Manager. Mayor Elias stated that the County had contact him regarding the trash blowing off of the adjacent property on to theirs.

### *Financials/P-Card Report*

Commissioner McMillan state we are not showing bond payment and stated that procedures need to be changed.

### **Other items requested to be agended by Commission Members(s), the City Manager and other City Officials**

#### **Comments**

#### *City Manager*

Interim City Manager Mike Wade announced that the Recreation in partnership with the CRA will have a fun day at Corry Field on September 27, 2014 from 10:00 am until 300 pm and will have a movie night.

Interim City Manager Mike Wade announced that flag football begins tonight.

#### *City Attorney*

Interim City Attorney Grant stated that Commissioner Dowdell had asked for a summary of contact employees regarding drug testing. Attorney Grant stated that the City has the right with or without cause for safety and with no limitation as to whether the employee is full time, part time or contract.

#### *City Commission*

Commissioner Dowdell – None

Commissioner Gay stated he had received a call from one of his constituents of receiving a late fee being placed on his utility bill but he paid his bill on the last day before the penalty would be posted. The Customer Service Director stated that we had an issue with ADG and they are working on the problem.

Commissioner Brown reported a security light is out at 1006 4<sup>th</sup> Street.

Commissioner Brown reported that he has begun a cleanup campaign in his district and asked anyone who wants to participate contact him.

Commissioner Brown thanked Ms. Sherman for collecting the utility accounts that was in the arrears.

Commissioner McMillan thanked Mr. Bell and his staff, Utilities Department, and Mike Wade for their swift reaction to the problem that occurred when the utilities were off they cleared a tree of the lines.

Commissioner McMillan stated that code enforcement is making progress but we need more enforcement and follow up on the cases.

### **Comments from the Audience**

Willie Earl Banks of 362 East King Street came before the Commission and stated the tentative move of Customer Service to City Hall is wrong. He stated there is a camera system and the Shute has to be moved which would be very costly.

Emanuel Sapp of 821 2<sup>nd</sup> Street came before the Commission with the following concerns with moving the Police Department: Police Department must have protection, there is no cell, the restroom facility, parking, the department is under great distress with minimal pay, training the officer of Tallahassee.

Dr. Beverly Nash of 65 North Virginia Street had the following concerns with the budget: Deserve a balanced budget, the funds does nor equal, Police Chief, safety issues, funds needs to be allocated for streets, roads, change salaries moving of the meter readers, \$279,000 where is it going to be spent.

Leonard Newton of 345 South 11<sup>th</sup> Street we are training the police officers for Tallahassee and cutting the Police budget is not right. He stated that the seniors are afraid their houses are being broken into.

Freida Bass Prieto of 329 East King Street stated that attrition cost \$20,000 per officer that does not include benefits we are losing from \$78,000 to \$100,000 per year for Police Officers. She stated we need to look at exit interviews, offer incentives, increase pay.

Ms. Prieto stated that Customer Service is cutting off people for less than \$100.00 and according to some records she received there are people out there that owes the City more than \$3,000 are not being cut off, where is the equity. The Commission needs to develop guidelines for non-payment and be fair and just.

Denise Pouncey Hannah of 714 South 9<sup>th</sup> stated that Mr. Parker, Mr. Gonzalez, and Mr. Bell were superb when the lights went out they even called her back to make sure everything was everything alright. Ms. Hannah stated that a she noticed on the P-Card stated that a former employee had made a purchase and wondered why. She also stated the CRA made a purchase at CVS with no justifications.



Joanie Bradwell of 644 George Street came before the Commission and asked if a contract worker gets a 1099 or a W-2. Ms. Bradwell stated that she is proud of Commissioner Brown and what he is doing. She stated that the former Commissioner is in the audience and had spoken with her a while ago and she had given out food baskets, purchased medicine for her constituents and asked if this is was a role of a Commissioner. She stated her thought was if you had done these things they would be looking for something in return. She advised Commissioner Brown to educate his constituents as to if a street light is out call City Hall.

Mayor Elias asked Chief McNeil to come to the podium; Mayor Elias thanked Chief McNeil for his professionalism and expertise and extended to him our sincere wishes on his endeavors. He stated we know that we have some issues at the Police Department that he was working on regarding professionalism and we will continue to work on them. We thank you. Chief McNeil stated that Quincy had done more for me than he had done for Quincy he stated that have no problems he is leaving to serve the citizen of the 2<sup>nd</sup> congressional district the panhandle. Chief McNeil stated the he understands the needs of the people and at some point if he can help you he would do so. He thanked the Commission and the citizens.

The Commission agreed to hold the final public hearing for the Budget Monday, September 29, 2014 at 6:00 p.m.

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

APPROVED:

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

ATTEST:

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



CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

BUDGET HEARING  
SEPTEMBER 29, 2014  
6:00 P.M.

The Quincy City Commission met for the Public Hearing on the 2014-2015 Budget on Monday, September 29, 2014, with Mayor Commissioner Elias presiding and the following present:

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

Also present:

Interim City Manager Mike Wade  
City Clerk Sylvia Hicks  
Human Resources Director Bessie Evans  
Customer Service Director Ann Sherman  
Account Control Specialist Catherine Robinson  
Building and Planning Director Bernard Piawah  
Fire Chief Scott Haire  
CRA Manager Regina Davis

Mayor Elias called the meeting to order:

Commissioner Dowdell made a motion to excuse Commissioner Gay. Commissioner Brown seconded the motion. The ayes were unanimous.

At the public hearing the following individual comments were from Beverly Nash at 65 North Virginia Street stated that the proposed budget is inaccurate.

Fredia Bass Prieto of 329 East King Street stated last year the City had a 3.2 million dollar deficit and she thanked the Commission for preparing a budget with over \$800,000 in cuts from the general government budget. She thanked the Commission for closing NetQuincy. She stated in the proposed budget four (4) Public Works employees will become full time, will two (2) Police Officers, and adding two (2) Part time Firefighters. She thanked the Commission for setting guidelines for paying utility bills on time. She stated that she can be a critic but also can be congratulator of praise.

Mayor Elias asked for a motion to read Ordinance No 1064-2014 by title only. Commissioner Dowdell asked when the millage was advertised. The Clerk stated in the Gadsden County Times and the Tallahassee Democrat. Commissioner Dowdell stated this is not the budget we are proposing to discuss this is the 2013-2014 budget. The meeting was recessed. The meeting was reopened after the Clerk returned. The Clerk stated the Democrat requested a sample of what was advertised last year. The Clerk stated she made a copy and sent it to the Democrat who mistakenly placed the sample in the paper instead of the original notice. Mayor Elias

asked the Attorney what action needs to be taken at this point. The Attorney stated that we need to publish the correct notice and pass a resolution to either continue with the current budget or authorize expenditure from the tentative budget. Mayor Elias asked what is the earliest we can meet and make the advertisement. The Clerk stated one we can advertise the notice and a meeting can be held in two to five days. Commissioner Dowdell stated that we are putting \$971,000 in jeopardy which is the Ad Valorem Taxes and \$1.3 million dollars in the general fund. Commissioner McMillan asked if our millage was advertised correct. Commissioner Dowdell stated the millage is correct it is in the budget. Mayor Elias asked the Attorney if we could take action on the millage. The Attorney stated that they are two separate items.

Mayor Elias asked for a motion to read Ordinance No. 1064-2014 by title only.

At a public hearing Commissioner Brown made a motion to read Ordinance No. 1064-2014 by title only. Commissioner McMillan seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, McMillan, and Elias. Commissioner Dowdell stated that he abstained. Mayor Elias asked Commissioner Dowdell the reason why he abstained. Commissioner Dowdell stated that this is not proper. Commissioner Dowdell stated that according to Florida Statutes you have so many days after the first public hearing to have the second and have gone past the 15 days. Commissioner Dowdell stated that he asked when would we receive the budget because we are suppose to have it by August 15<sup>th</sup> we did not receive it until August 20 something. He stated the whole process is wrong we need to discuss some other issues before we discuss the budget. The Clerk read the following Ordinance No. 1064-2014 by title only.

**AN ORDINANCE DETERMINING THE AMOUNT AND FIXING THE RATE OF TAXATION AND STATING THE ANNUAL LEVY FOR THE CITY OF QUINCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, AND SETTING THE PERCENTAGE BY WHICH THE MILLAGE RATE TO BE LEVIED DOES NOT EXCEED THE ROLLED BACK RATE.**

Mayor Elias asked for a motion to approve Ordinance No. 1064-2014. No motion was given.

Mayor Elias asked stated we can meet Friday at 6:00 to readdress the millage and budget.

The Commission agreed to meet Friday, October 1, 2014 for the final budget hearing.

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

APPROVED:

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

ATTEST:

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

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

SPECIAL MEETING  
SEPTEMBER 30, 2014  
6:00 P.M.

The Quincy City Commission met in special session Tuesday, September 30, 2014, with Mayor Commissioner Elias presiding and the following present:

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

Also Present:

Interim City Manager Mike Wade  
Interim City Attorney John Grant  
City Clerk Sylvia Hicks  
Human Resources Director Bessie Evans  
Building & Planning Director Bernard Piawah  
Account Control Specialist Catherine Robinson

**Call to Order:**

Mayor Commissioner Elias called the meeting to order.

Commissioner McMillan made a motion to excuse Commissioner Dowdell. Commissioner Brown seconded the motion. The ayes were unanimous.

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

Purpose of the special meeting was to discuss and approve a resolution authorizing expenditures of money based on the tentative budget.

Interim City Attorney Grant stated this is a stop gap measure to continue with day to day operations of the City. He stated according to chapter 200.065(g) of the Florida Statute allows a municipality to expend funds from the tentative budget prior to adoption of the final budget.

Commissioner Brown made motion to approve Resolution No. 1317-2014 authorizing expenditure of money based on the tentative budget. Commissioner McMillan seconded the motion. The ayes were unanimous.

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

APPROVED:

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

ATTEST:

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

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

FINAL BUDGET HEARING  
OCTOBER 1, 2014  
6:00 P.M.

The Quincy City Commission met in special session Friday, October 1, 2014, with Mayor Commissioner Elias presiding and the following present:

Commissioner Micah Brown (tardy) Via phone  
Commissioner Daniel McMillan  
Commissioner Gerald A. Gay, III  
Commissioner Keith A. Dowdell (tardy)

Also Present:

Interim City Manager Mike Wade  
Interim City Attorney John Grant  
City Clerk Sylvia Hicks  
Human Resources Director Bessie Evans  
Account Control Specialist Catherine Robinson  
Sergeant at Arms Officer Francisco Flores

**Call to Order:**

Mayor Commissioner Elias called the meeting to order.

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

Commissioner Gay made a motion to excuse Commissioner Dowdell. Commissioner McMillan seconded the motion. The ayes were unanimous.

Commissioner Brown is here via phone.

At a public hearing Mayor Elias asked the audience if they had any comment on Ordinance No. 1064-2014. There were no comments.

Commissioner McMillan made a motion to read Ordinance No. 1064-2014 by title only on second reading. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioner McMillan, Dowdell, Gay, and Elias. The Clerk read the title as follows:

Commissioner Dowdell entered the meeting.

**AN ORDINANCE DETERMINING THE AMOUNT AND FIXING THE RATE OF TAXATION AND STATING THE ANNUAL LEVY FOR THE CITY OF QUINCY FOR THE FISCAL YEARS BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015, AND SETTING THE**



**PERCENTAGE BY WHICH THE MILLAGE RATE TO BE LEVIED DOES NOT EXCEED THE ROLLED BACK RATE.**

Commissioner Gay made a motion to approve Ordinance No. 1064-2014 on reading. Commissioner Dowdell seconded the motion. The ayes were Commissioner McMillan, Dowdell, Gay, and Elias. Nays were none. The motion carried.

At a public hearing Mayor Elias asked the audience if they had any comment on Ordinance No. 1065-2014. Emanuel Sapp of 821 2<sup>nd</sup> Street questioned who prepared the budget and stated he opposes the budget. Mr. Sapp stated that the City should develop the 300 acres for a low cost housing development this is a good investment for the City.

Freida Bass Prieto of 329 East King Street stated that she compliments Mr. Wade on preparing the budget. She stated that last year the City was in a deficit of approximately \$3.2 million dollars and this year had cut the budget approximately \$800,000. She stated that in this budget Public Works make four contract workers permanent with benefits, the Fire Department will hire two part-time employees and the Police Department will hire two new officers.

Commissioner McMillan made a motion to read Ordinance No. 1065-2014 by title only on second reading. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioner McMillan, Dowdell, Gay, and Elias. The Clerk read the title as follows:

An Ordinance making appropriations for the expenditures and obligations of the City of Quincy for the fiscal year beginning on October 1, 2014 and ending September 30, 2015; designating the sources and revenues and said appropriations; and providing and effective date.

Commissioner McMillan made a motion to approve Ordinance No. 1065-2014 on reading. Commissioner Gay seconded the motion. The ayes were Commissioner McMillan, Gay, and Elias. Nays were Commissioner Dowdell. The motion carried.

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

APPROVED:

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

ATTEST:

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

# PROCLAMATION

## DOMESTIC VIOLENCE AWARENESS

**WHEREAS**, women and children have a fundamental right to safety in their homes; and

**WHEREAS**, a woman is battered every nine seconds and domestic violence is the leading cause of injury to women; and

**WHEREAS**, domestic violence plays a key role in other contemporary social problems, including homelessness among women and children, poor pregnancy outcomes, and child abuse; and

**WHEREAS**, meeting the needs of the children of battered women is our best hope for breaking the inter-generational cycle of family violence; and

**WHEREAS**, the most dangerous time for a battered woman is when she is taking steps to leave the abusive situation; and

**WHEREAS**, the provision of emergency shelter is one of the most important lifesaving services a community can provide for battered women and their children; and

**WHEREAS**, coordination between law enforcement, civil and criminal courts, health care providers, batterer's treatment programs, and domestic violence centers has proven to be the best way to provide for safety of victims.

**NOW THEREFORE, BE IT RESOLVED THAT I DERRICK D. ELIAS, AS MAYOR OF THE CITY OF QUINCY FLORIDA** do hereby proclaim the month of October 2014 as

### DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Quincy and urge our citizens to become aware of the important issue of domestic violence and work with agencies and individuals to provide women and children the safety they have every right to expect.

Executed this 14<sup>th</sup> day of October 2014

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

ATTEST:

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SYLVIA HICKS  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

# ***A PROCLAMATION***

***For***

## ***National Breast Cancer Month***

This year, more than 230,000 women and 2,000 men will be diagnosed with breast cancer in America. The heartache and the pain of this disease will touch too many of our mothers, fathers, daughters, and sisters, and too many families will bear these burdens. During National Breast Cancer Awareness Month, we recognize all those who know the anguish of breast cancer, and we redouble our efforts to improve care and bring attention to this disease.

When breast cancer is caught early, treatments work best and survival rates increase. That is why all women and men should be familiar with the risk factors and symptoms of this disease. I encourage women to speak with their health care provider about the risk of breast cancer and the importance of recommended mammograms -- breast cancer screenings that play an essential role in early detection. Whether you are looking for information about breast cancer prevention, treatment of metastatic breast cancer, or information on the latest research,

This month, as we honor those lost to breast cancer, let us join with the loved ones who celebrate their memory and the patients who battle this disease every day, as well as our Nation's advocates, medical researchers, and health care providers. Together, we renew our commitment to better prevent, detect, and treat breast cancer, and we continue our work toward a future free from cancer in all its forms.

NOW, THEREFORE, I, Derrick D. Elias Mayor of the City of Quincy, by virtue of the authority vested in me by the do hereby proclaim October 2014 as National Breast Cancer Awareness Month. I encourage citizens, government agencies, private businesses, nonprofit organizations, and all other interested groups to join in activities that will increase awareness of what Americans can do to prevent breast cancer.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of October 2014.

APPROVED:

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

ATTEST:

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

# R E S O L U T I O N

**RESOLUTION OF THE CITY OF QUINCY, FLORIDA  
EXPRESSING SYMPATHY TO  
THE FAMILY OF  
MRS. GERALDINE "JERRIE" MOCK**

**WHEREAS:** God has ordained that the spirit of this extraordinary person be brought unto Him. So we pause today and reflect, that it's not so strange that Kings and Queens, and common people like, Mrs. Geraldine "Jerrie" Mock and you and me are builders of Eternity, and

**WHEREAS:** the kindness and compassion of this great woman made a difference in the lives of those she encountered during her lifetime as a Wife, Mother, Grandmother, Great Grand Mother, First woman to fly solo around the world, and Friend, and

**BE IT RESOLVED THIS DAY** that Mrs. Jerrie built many stepping-stones in her life, touching those that were less fortunate, "She fought a good fight, she finished her course, and her kept the faith." Henceforth, there is laid up for him a crown of righteousness.

**BE IT FURTHER RESOLVED,** that she understood, in this life, the she had a dream and she inspired so many people, not only to be pilots but to have a dream and to go forth with it.

**NOW, THEREFORE,** in this minute, in this Eternity, by the power vested in me Derrick D. Elias as Mayor of the City of Quincy, Florida, and on behalf of my colleagues of the City Commission: Mayor Pro-Tem Micah Brown Commissioners Gerald A. Gay, Keith A. Dowdell, Daniel McMillan, and the citizens of Quincy, Florida surrender to the home going of this wonderful person; and

**BE IT FURTHER RESOLVED,** that this Resolution will be placed in the annals of Quincy's history as a tribute to Mrs. Geraldine "Jerrie" Mock and a copy presented to the family and who is survived by his many relatives and friends.

Dated this 6th of October, 2014

*Derrick D. Elias*

Mayor

Sylvia Hicks  
City Clerk

Mike Wade  
Interim City Manager

City of Quincy  
City Commission  
Agenda Request

Date of Meeting: October 14, 2014  
Date Submitted: October 10, 2014  
To: Honorable Mayor and Members of the Commission  
From: Michael B. Wade, Interim City Manager  
Bessie Evans, Director, Human Resources and Risk Management  
Subject: Normal Retirement Benefit Policy and Guidelines for Permanent Disability Retirement

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**Issue:**

Since August 12, 2014, City staff has been actively engaged in trying to appropriately address inconsistencies in language as it relates to normal employee retirement and permanent disability benefits for regular employees.

The City's ordinances speak to the Police and Fire Retirements and disability benefits for high-risk personnel, but it does not provide clear methods for addressing benefits for regular employees who may be eligible for retirement and/or those who might qualify for disability benefits through the city.

On August 26, 2014, City staff was asked by the Commissioners to develop a city policy that would address the matters relating to normal retirement and develop guidelines to help facilitate normal disability retirement for regular employees.

**Analysis:**

Presently, the City of Quincy Code of Ordinances Chapter 54 limits regular employees from being eligible for healthcare benefits through disability retirement. As written, it narrows the provisions for disability retirement for any of the City's disabled employees who could qualify for disability retirement through the approval of the City Manager and the Employee Retirement Committee.

On occasions, the City Commissioners have had to face making adjustments to the Ordinance for normal and regular employees, without making language modifications. A revised copy of the draft ordinance is proposed to the commission for first reading. The revisions made to the draft include adding the word “voluntary” to the definition of Normal Retirement and in Section 5 setting the eligibility date for this benefit as the effective date of the ordinance.

Wherein now, City Staff is requesting approval from the City Commissioners for the following Options:

Option:

1. Approve Ordinance No. 1066-2014 relating to Health Benefits for Normal and Disability Retirement
2. Do not approve.

**ORDINANCE NUMBER 1066-2014**

**AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA RELATING TO RETIREMENT HEALTH BENEFITS; PROVIDING FOR ESTABLISHMENT OF CHAPTER 54, ARTICLE V: RETIREMENT HEALTH INSURANCE; PROVIDING FOR DEFINITIONS; PROVIDING FOR HEALTH INSURANCE BENEFITS FOR RETIRED EMPLOYEES OF THE CITY; PROVIDING FOR ELIGIBILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, THAT:**

**SECTION 1. AUTHORITY.** The authority for this Ordinance is Section 166.021, Florida Statutes, and Section 11.04, Charter of the City of Quincy, Florida.

**SECTION 2. ENACTMENT OF CHAPTER 54, ARTICLE V: RETIREMENT HEALTH INSURANCE.** Code of Ordinances, City of Quincy, Florida Chapter 54, Article V: Retirement Health Insurance is established as follows.

**SECTION 3. DEFINITIONS.** The Code of Ordinances, City of Quincy, Florida is hereby amended by adding a section to be numbered 54-97, which section reads as follows:

Sec. 54-97. Definitions.

The definitions of words, terms and phrases as defined in Section 54-86 are adopted for use in this Article, except where changed as follows, or where the context clearly indicates a different meaning:

*Disability Retirement* means termination of employment with the City following at least six years of service with the City as a full time employee, due to an injury or illness, which causes the employee to be permanently and totally unable to perform any and all duties for the City. The determination of whether such a condition exists shall be made by the retirement committee based upon a medical examination and recommendation by a physician selected or approved by the retirement committee. Any employee retiring under this section may be examined periodically by a duly qualified physician to be selected by the retirement committee for that purpose, to determine if such disability has ceased to exist.

*Normal Retirement* means voluntary termination of employment of an employee under the following conditions:



(1) for employees having reached their 62<sup>nd</sup> birthday, following at least ten years of service with the City as a full time employee; or

(2) following at least forty years of service with the City as a full time employee.

*Retiree* means an employee who has terminated employment with the City and has elected either Disability Retirement or Normal Retirement.

**SECTION 4. HEALTH INSURANCE BENEFITS FOR RETIRED EMPLOYEES OF THE CITY.** The Code of Ordinances, City of Quincy, Florida is hereby amended by adding a section to be numbered 54-98, which section reads as follows:

Sec. 54-98. Health Insurance.

(1) At the time of retirement, an employee who elects either Disability Retirement or Normal Retirement as defined in Sec. 54-97 may elect to continue coverage for any medical group insurance that may be in force for the employee at the time of retirement.

(a) An employee is not eligible for continued coverage under Disability Retirement under this Section if the disability is a result of:

- a. Excessive and habitual use by the participant of drugs, intoxicants or narcotics, or
- b. Injury or disease sustained by the employee while committing a crime, or
- c. Injury or disease sustained by the employee while serving in any branch of the Armed Forces,
- d. Injury or disease sustained while working for employer other than the City and arising out of such employment.

(2) The City shall pay the full cost of the health insurance premium for the retiree, for the retiree's individual coverage only. Retirees who are eligible shall be required to enroll in Medicare Part A and Part B.

**SECTION 5. ELIGIBILITY.** The Code of Ordinances, City of Quincy, Florida is hereby amended by adding a section to be numbered 54-99, which section reads as follows:

Sec. 54-99. Application.

(1) This Article does not apply to employees who are eligible for benefits under Article III of this Chapter, or to employees who are part of collective-bargaining agreements under which benefits are set out by contract.

(2) This Article applies to retirees currently receiving health insurance premium

benefits, and to employees eligible for Disability Retirement or Normal Retirement after the effective date of this Ordinance.

(3) The existence of this Article does not give employees a contractual right or entitlement to retirement or continued employment. The City has sole discretion to modify or terminate the provisions of this Article at any time for any lawful reason.

**SECTION 6. EFFECTIVE DATE.** This Ordinance will take effect immediately upon its adoption by the City Commission of the City of Quincy, Florida, and signature of the Mayor.

**INTRODUCED IN OPEN SESSION THIS 14<sup>th</sup> DAY OF OCTOBER, 2014 BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA.**

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

APPROVED:

\_\_\_\_\_  
Derrick D. Elias, Mayor  
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

City of Quincy  
City Commission  
Agenda Request

Date of Meeting: October 14, 2014  
Date Submitted: October 10, 2014  
To: Honorable Mayor and Members of the Commission  
From: Mike Wade, Interim City Manager  
Subject: Resolution 1318-2014 Approving Supplemental Contract For Gas Portfolio IV

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**Statement of Issue:**

The City's natural gas provider is the Municipal Gas Authority of Georgia (the Gas Authority) and we have been a Member since 1991. The Gas Authority is the largest non-profit natural gas joint-action agency serving 78 city members in Georgia, Florida, Alabama, Tennessee and Pennsylvania. Their Gas Supply Portfolio III Supplemental Contract currently in place with all Members contains a time limit for them to acquire long-term financed gas supplies through the issuance of municipal debt. The time limit for acquisitions under Portfolio III will expire on December 31, 2014. In order for the Gas Authority to acquire future gas supplies for all its Members they must establish Portfolio 4. The contracts needing authorization are Portfolio 4. We understand they have 74 of the 78 member contracts already signed.

**Background:**

The first portfolio (Portfolio 1) project the Gas Authority started was in 1991. The Gas Authority's gas supply portfolio projects provide long-term firm gas supplies at below market prices. The gas supply projects benefit its Members by diversifying supply sources while providing for firm un-interruptible gas. In addition to firm gas supplies they provide a portfolio cash return each year. In fact, in the last five years the supply portfolio provided a return of \$228,904.34 to the city.

## **Analysis:**

The Portfolio 4 Supplemental Contract has only two basic changes from the current contract and there is no change in the methodology calculation of the return back to the members. Quincy's share of the project based on our purchased gas volumes will be 141,644 mcf of 39,806,289 mcf or .00356%. Since 2002, the Gas Authority has purchased on behalf of its Members direct interests in natural gas producing properties. By moving upstream in the natural gas supply chain, they have achieved additional cost savings over and above the low-cost financing. Portfolio Gas Supply, since 1991, is the most economical way to meet our customer's long-term gas requirements with firm gas supplies. Since the Gas Authority aggregates the needs of 78 cities, they are able to negotiate for the purchase of large quantities of gas at below market prices. Plus, the Gas Authority's debt issuance does not affect the debt issuance of the City of Quincy for the city's other projects. The Gas Authority's rating is very strong at AA- by S&P. In 2014, this project provided the city with \$44,411.02 in portfolio returns and should continue those returns for the existence of the contracts. Given these facts, I recommend approving Resolution 1318-2014 and authorize the Mayor to sign the Portfolio IV Supplemental Contract.

## **Options:**

1. Approve Resolution 1318-2014 and authorize the mayor to sign the Portfolio IV Supplemental Contract.
2. Do not approve.

## **Recommendation:**

Option 1

## **Attachments:**

1. Frequently Asked Questions
2. Executive Summary
3. Supplemental Contract Redlined
4. Supplemental Contract
5. Resolution

# MUNICIPAL GAS AUTHORITY OF GEORGIA

## **GAS SUPPLY PORTFOLIO IV - Frequently Asked Questions**

- 1. Why do we need to enter into a new Supplemental Contract? Can't the Gas Authority continue to make the necessary supply purchases under our existing contract?**

The time limit for acquisitions under our existing Portfolio III will expire on December 31, 2014. In order for us to acquire future gas supplies to satisfy our Members' long-term needs, we must establish Portfolio IV.

- 2. How does the new Supplemental Contract differ from the one we have today?**

First, the new contract establishes that debt may be issued for new acquisitions or prepayments through December 31, 2020. Second, it provides for debt maturities not to exceed 20 years from the date of issuance. Portfolio III currently limits the maturity horizon to 15 years. The maximum total dollar limit of \$1.5 billion of outstanding debt at any given time during the term remains unchanged.

- 3. Are there any changes in the way my Obligation or Indemnity Share is calculated?**

There is no change in the methodology. The calculation continues to be a percentage of each Member's annual purchases.

- 4. Why should we enter into the Portfolio IV Supplemental Contract?**

Financing gas supply, as we have since 1991, is clearly the most economical way to meet our Members' long-term requirements with firm gas supplies. The more than 20 years of solid economic results from the Portfolio Projects demonstrate this fact with costs significantly below market prices. Through the aggregation of the needs of 78 Member systems, the Gas Authority is able to negotiate for the purchase of a large quantity of gas.

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	<u>2013</u>	<u>2012</u>	<u>2011</u>
<i>Throughput (Dth)</i>	<i>141,644</i>	<i>128,122</i>	<i>152,986</i>
Portfolio Returns	\$44,411.02	\$39,598.69	\$47,425.29
Portfolio Reserve Interest	\$136.34	\$161.24	\$135.71
Swing Supply Charge Refund	\$10,902.33	\$16,886.93	\$13,014.88
Storage Project Earnings	\$34,345.73	\$42,725.76	\$41,215.46
<u>Reserve Contribution Withheld</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>Total Cash Returns</b>	<b>\$89,795.42</b>	<b>\$99,372.62</b>	<b>\$101,791.34</b>

# MUNICIPAL GAS AUTHORITY OF GEORGIA

## City of Quincy

### GAS SUPPLY PORTFOLIO EXECUTIVE SUMMARY

FEBRUARY 28, 2014

#### I. PORTFOLIO STRUCTURE

##### *a. History of Supplemental Gas Supply Contracts*

- i. Established gas supply portfolio projects for all Members to obtain long-term firm gas supplies at below market prices. Portfolio I established specific supplies by pipeline, and Portfolio II and III combined all Members' supplies and made any pricing adjustments via the Gas Authority Pricing Policy. Portfolio IV follows the same structure as Portfolios II and III.
- ii. Allowed for any number of participating Members as appropriate (late-joining Members became indemnity share participants).
- iii. Established total debt principal amounts:
  1. Portfolio I: \$165 million (Southern Natural Members) and \$80 million (Transco Members)
  2. Portfolio II: \$350 million
  3. Portfolio III: \$500 million initially, with amount increasing dollar-for-dollar up to \$850 million as Portfolio II bonds were retired
    - a. First Amendment (2008): Increased Portfolio III to \$1.5 billion
  4. Portfolio IV: \$1.5 billion
- iv. Established supply acquisition periods for debt issuance and maximum terms for individual issues:
  1. Portfolio I: 36-month period for debt issuance, with a maximum term of 7 years from date of issuance
  2. Portfolio II: 60-month period for debt issuance, with a maximum term of 10 years from date of issuance
  3. Portfolio III: 74-month period for debt issuance (to December 31, 2008), with a maximum term of 12 years from date of issuance
    - a. First Amendment (2008): 72-month period for debt issuance (to December 31, 2014), with a maximum term of 15 years from date of issuance
  4. Portfolio IV: 72-month period for debt issuance (to December 31, 2020), with a maximum term of 20 years from date of issuance

b. *Operating Benefits*

- i. No requirement to take any minimum quantity of gas.
- ii. Diversification of supply source risk (multiple suppliers with multiple supply sources, and direct ownership in producing properties).
- iii. Firm gas supply.
- iv. Diversification of credit risk.
- v. Gas billed to Member at first-of-the-month spot market price.
- vi. Financial benefits of Portfolio flow through to Members.

II. **PORTFOLIO III TRANSACTIONS**

a. Summary of Active Transactions

Portfolio Transaction	Supplier / Operator	Member Volumes		Estimated Future Margins (\$/Dt)
		(Dt/d)	Term Through	
Portfolio III Series A	Energen CBM	9,500	2030+	1.25
Portfolio III Series B	Dart CBM	5,500	2030+	0.00
Portfolio - PGP Pool 1	Sundown and Saga	10,000	2030+	0.20
Portfolio - PGP Pool 2	Apache, Davis, others	3,500	2030+	(0.25)
Portfolio - PGP Pool 3	Orion, AL CBM	24,000	2030+	0.20
<b>Total Portfolio Projects</b>		<b>52,500</b>		
PEAK prepay	BP Corporation	1,600	July-16	0.25
TEAC prepay	Goldman Sachs	8,400	July-26	0.59
Main Street - 2006A	JP Morgan	13,000	January-22	0.43
Main Street - 2006B	Merrill Lynch	13,000	January-22	0.46
Main Street - 2007A	Merrill Lynch	5,500	August-28	0.64
Main Street - 2010 A	RBC	5,000	August-40	0.35
<b>Total Prepayments</b>		<b>46,500</b>		
<b>Total Long-Term Supply Projects</b>		<b>99,000</b>		

b. Quincy Indemnity Share

Portfolio III Indemnity Share: 0.471951 Percent

c. Portfolio III Results for Quincy

Year	Volume (Dth)	Portfolio Return	
		Total	per Dth
2008	172,395	\$51,704.74	\$0.300
2009	156,337	\$51,503.30	\$0.329
2010	187,873	\$45,966.04	\$0.245
2011	152,986	\$47,425.29	\$0.310
2012	128,122	\$39,598.69	\$0.309

### III. PORTFOLIO IV FINANCIAL OVERVIEW

- a. Maximum Principal Amount: \$1.5 billion
- b. Quincy Indemnity Share: 0.35583 Percent

*The Member's Portfolio IV Indemnity Share is calculated as the percentage of the Member's annual purchases for 2013 to the total purchases for all Members. This method remains unchanged from Portfolio III and is consistent with the calculations used to determine Member Returns.*

- c. Expected Results: Consistent with Portfolio III



**INDEMNITY SHARE  
SUPPLEMENTAL CONTRACT**

**Between**

**MUNICIPAL GAS AUTHORITY OF GEORGIA**

**and**

**{MEMBER-NAME}  
«CITY NAMES ON CONTRACTS»**

**(GAS PORTFOLIO HHV PROJECT)**

This Contract, made and entered into as of \_\_\_\_\_ November 1, 20—2014, by and between the **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the “Gas Authority”), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the “Act”), and the **{MEMBER-NAME}«CITY NAMES ON CONTRACTS»**, a municipal corporation of the State of [Member State], hereinafter sometimes designated as the Member,

**WITNESSETH  
THAT:**

WHEREAS, the Member owns and operates a gas distribution system and has determined to contract with the Gas Authority pursuant to the provisions of the Act; and

WHEREAS, the Gas Authority and the Member have entered into that certain Gas Supply Contract (the “Gas Supply Contract”), pursuant to which the Gas Authority has agreed to provide gas supplies to the Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a “Gas Supply Contract” and collectively, the “Gas Supply Contracts”) with other municipalities and systems that own and operate gas distribution systems (each, a “Member” and collectively, the “Members”); and

WHEREAS, the Gas Authority and the Members have ~~determined to extend the heretofore extended the original~~ term of ~~the~~ their respective Gas Supply Contracts ~~for an additional ten years~~ beyond the original termination date of December ~~31, 2015~~ to December 31, 2025 pursuant to the First Amendment to Gas Supply Contract, and from December 31, 2025 to December 31, 2040 pursuant to the Second Amendment to Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have agreed to enter into this Supplemental Contract to provide for, among other things, (i) the approval of a Project as contemplated by the Gas Supply Contract and as more particularly described herein; and (ii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, in order to enable the Gas Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Gas Authority to have binding contracts with the Members in accordance with the provisions of the Act and the Gas Supply Contracts; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, shall be pledged as security for the payment of Bonds;

**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 1, 2014, its effective date, and shall terminate at the close of business on the date of the final maturity and payment or the defeasance of all outstanding Bonds or any refunding Bonds issued with respect thereto. Following the termination of this Contract, any remaining Project assets will be accounted for by the Gas Authority to reflect the benefit thereof to the Members participating in the Project.

## Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. Section 46-4-81 shall have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined shall have the meaning ascribed thereto in the Gas Supply Contract.

(c) As used herein, the term:

(1) "Annual Project Costs" shall mean the Project Costs applicable to a Gas Supply Year.

(2) "Bond Resolution" shall mean the Gas Portfolio ~~HHIV~~ ~~Gas~~-Revenue Bond Resolution to be adopted by the Gas Authority for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution in substantially the form to be adopted by the Gas Authority is on file in the records of the Gas Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(3) "Bonds" shall mean the Bonds or other debt instruments issued by the Gas Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, whether or not any issue of such Bonds shall be subordinated as to payment to any other issue of such Bonds, and shall include refunding Bonds issued pursuant to the provisions of Section 302 hereof, together with any payment obligations under any gas production sharing or other agreements providing for the acquisition, ownership, operation, hedging and financing of natural gas reserves or interests therein, either by the Gas Authority alone or jointly with other governmental entities.-

(4) "Contract" refers to this Supplemental Contract.

(5) "Debt Service" shall mean Debt Service on the Bonds.

(6) "Gas Supply Year" shall mean the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) "Indemnity Share" shall mean the amount determined in accordance with Sections 401 and 402 hereof and set forth in the Schedule of Indemnity Shares attached hereto and hereby incorporated herein by this reference.

(8) "Indemnity Share Member" means each of the Georgia and non-Georgia municipalities or systems executing similar Contracts with the Gas Authority with respect to the Project contemplated by the Bond Resolution, other than Obligation Share Members, ~~and~~ set forth in the Schedule of Indemnity Shares attached hereto.

(9) “Member” or “Members” shall mean the municipality or system that is a party to this Contract, or collectively, all of the Georgia municipalities or systems described in Section 46-4-100 of the Act executing similar Contracts as Obligation Share Members or Indemnity Share Members, and all non-Georgia municipalities or systems executing similar Contracts as Indemnity Share Members.

(10) “MCF” shall mean thousand cubic feet.

(11) “Obligation Share Member” means each of the Georgia municipalities shown in the Schedule of Obligation Shares attached hereto and hereby incorporated herein by this reference.

(12) “Obligation Share” shall mean, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) “Project” shall mean the development of a portfolio of Project Gas Supplies through the acquisition, construction or development of 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 or associated liquids 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 the right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facility. “Project” 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; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate or commodity hedging and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project.

## ARTICLE II

### CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE MEMBER

#### Section 201. Authority Gas Supplies.

The Gas Authority shall use the proceeds of the Bonds for the costs of acquiring the Project as more particularly described in the definition of the "Project." The Gas Authority shall use the natural gas provided by the Project to fulfill, in whole or in part, its obligation under Section 201 of the Gas Supply Contract to supply Authority Gas Supplies to the Member, and to the extent that such Authority Gas Supplies are not required by the Member, to sell such Authority Gas Supplies to others. The Gas Authority and the Member hereby agree that for purposes of the Gas Supply Contract and this Supplemental Contract, natural gas acquired as a part of the Project and financed from the proceeds of Bonds issued pursuant to the authorization contained in Article III of this Supplemental Contract shall be deemed to have passed through the meter ~~of~~ the Member's city gate prior to other Authority Gas Supplies.

#### Section 202. Reports.

The Gas Authority shall prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member shall provide to the Gas Authority, in such form as shall be reasonably requested by the Gas Authority, any and all documents, releases, financial statements and other information necessary to enable the Gas Authority to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Member, the Gas Authority or the issuance and sale of the Gas Authority's bonds or other debt obligations, by law, judicial decision, regulation, rule or policy. Such information shall be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than shall enable the Gas Authority to comply with any such law, judicial decision, regulation, rule or policy.

#### Section 203. Records and Accounts.

The Gas Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds. Said accounts shall be included in the Gas Authority's financial statements, which shall 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 Gas Authority within one hundred fifty days after the close of each Gas Supply Year.

## Section 204. Rate Covenant

The 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 Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Member's gas system.

## ARTICLE III

### ISSUANCE OF BONDS

#### Section 301. Issuance of Bonds.

Pursuant to the authority hereof, the Gas Authority is authorized to issue, in series as may be determined by the Gas Authority, Bonds pursuant to the Bond Resolution for the purpose of financing Project Costs. The Bonds may be issued in series through the close of business on December 31, ~~2014~~2020, with a maximum principal amount outstanding at any one time of ~~\$1,500,000,000~~1,100,000,000; provided, however, that such limitation shall not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds, and such maximum principal amount shall be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract, dated as of November 1, 2002 (Gas Portfolio III Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,500,000,000 outstanding at any one time hereunder. Each series of Bonds shall have a final maturity ~~not in excess of 15~~no more than 20 years from the date of issuance of each such series of Bonds.

#### Section 302. Refunding Bonds.

The Gas Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded, which refunding Bonds may be issued in an amount sufficient to refund any Bonds together with other associated costs, including, but not limited to the principal amount thereof, interest accrued or to accrue thereon, redemption premium thereof, if any, and costs of issuance, including any costs of terminating any derivative products associated therewith, but shall not be counted against the amount limitation set forth in Section 301 hereof. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

**ARTICLE IV**  
**INDEMNITY SHARES**

**Section 401. Indemnity Shares.**

Each of the Indemnity Share Members initially participating in the Project have been assigned an Indemnity Share as set forth in the Schedule of Indemnity Shares attached hereto pursuant to Supplemental Contracts with such Members identical to this contract except for the identification of the parties and the signature pages. In the event that the Obligation Share Members should be required to pay amounts based upon their Obligation Shares, then the Member agrees to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to the Member's Indemnity Share of the amount required to be paid by that Obligation Share Member. The Member must satisfy this obligation to indemnify such Obligation Share Members by paying its total Indemnity Share for each of such Obligation Share Members directly to the Gas Authority for credit to each such Obligation Share Member's account under its respective Gas Supply Contract. The Member shall not be entitled to the payment of any indemnity share by any Indemnity Share Member.

**Section 402. Subsequent Members.**

Should any Member subsequently be admitted by the Gas Authority that has not been assigned an Obligation Share in the Schedule of Obligation Shares, then such Member shall be assigned by the Gas Authority an "Indemnity Share" based upon the ratio of that new Member's average annual purchases of gas based on the 24-month period ended with the last month for which information is available (the "Average Gas Purchases") to the total of all Obligation Share Members' Average Gas Purchases at the effective date of this Contract. Upon the admission of such new Member, the Schedule of Indemnity Shares shall be recalculated and provided to each Member and the Gas Authority for attachment to this Supplemental Contract in lieu of the preceding Schedule of Indemnity Shares attached to this Supplemental Contract immediately preceding the admission of such Member. In the event that Obligation Share Members should be required to pay amounts based upon their Obligation Shares as set forth in Section 401 above, then each such new Member would be required to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to that new Member's Indemnity Share of the amount required to be paid by that Obligation Share Member.



#### **Section 403. Payment Obligations.**

The Member hereby agrees to pay its Indemnity Share of Project Costs as set forth in the Schedule of Indemnity Shares. The obligation of the Member to pay promptly its obligation under Section 401 or 402 hereof is for the benefit of, among others, the owners of the Bonds and shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Member or the breach by any Member of any obligation to the Gas Authority or to any other Member, whether hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Member to the Gas Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made, the Member shall not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas 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 Gas 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 Gas 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, the Gas Supply Contract or otherwise.

#### **Section 404. Sources of Member's Payments.**

The Member shall be obligated to make the payments to the Authority under this Contract first from the gross revenues of the gas system of the Member and second from any and all other funds of the Member legally available for such purpose. The obligation to pay amounts hereunder from the gross revenues of the gas system of the Member constitutes a cost of Gas Supplies and otherwise an operating and maintenance cost of the 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 Member.

#### **Section 405. Pledge of Payments.**

All payments required to be made by the Member pursuant to the provisions of this Article IV shall be pledged to secure the payment of the Gas Authority's Bonds.

## ARTICLE V

### EXCESS BOND PROCEEDS

#### **Section 501. Excess Bond Proceeds.**

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract and of any other Supplemental Contracts between the Gas Authority and the Members relating to the Project and to the issuance of Bonds therefor, exceed the aggregate amount required for the purposes of the Project, the amount of such excess shall be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Gas Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

## ARTICLE VI

### DEFAULT

#### **Section 601. Event of Default.**

Failure of the Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable shall constitute a default on the part of the Member.

#### **Section 602. Continuing Obligation, Right to Discontinue Service.**

In the event of any such default, the Member shall not be relieved of its liability for payment of the amounts in default, and the Gas Authority shall have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Gas 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 against the Member.

#### **Section 603. Other Default by Member.**

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any default by the Member under any other covenant, agreement or

obligation of this Contract or the Gas Supply Contract, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract or the Gas Supply Contract against the Member.

**Section 604. Default by Gas Authority.**

In the event of any default by the Gas Authority under any covenant, agreement or obligation of this Contract, the Member may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Gas Authority.

**Section 605. Abandonment of Remedy.**

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

**ARTICLE VII**

**MISCELLANEOUS GENERAL PROVISIONS**

**Section 701. Character and Continuity of Service.**

The Gas Authority shall not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to perform of any third party. No failure on the part of the Gas Authority shall be grounds for the termination or suspension of the payments due from the Member hereunder.

**Section 702. Other Terms and Conditions.**

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

**Section 703. Termination or Amendment of Contract.**

Subject to the terms of the Bond Resolution, 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 Contracts of the Members pertaining to the Project, at least thirty (30) days advance notice shall be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment shall be made which is adverse to the interest of the owners of the Bonds.

**Section 704. No Assignment or Transfer.**

Except as provided in Section 705 of the Gas Supply Contract, neither party to this Contract shall 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.

**ARTICLE VIII**

**SEVERABILITY**

In case any one or more of the provisions of this Contract shall 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 shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract shall 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 former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

**[SIGNATURES BEGIN ON NEXT PAGE]**

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 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 Member is hereby acknowledged, all as of the day and year first above written.

**MUNICIPAL GAS AUTHORITY OF  
GEORGIA**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
GENERAL COUNSEL

ATTEST: \_\_\_\_\_  
ASST. SECRETARY-TREASURER

(SEAL)

**[SIGNATURES CONTINUED ON NEXT PAGE]**

~~{MEMBER NAME}~~  
~~«CITY NAMES ON CONTRACTS»~~

APPROVED AS TO FORM:

BY: \_\_\_\_\_

~~COUNCIL «MAYOR CHAIRMAN»~~

~~PRESIDENT OF~~

ATTEST: \_\_\_\_\_

~~BOROUGH SOLICITOR «ATTORNEY»~~  
~~SECRETARY «CLERK SECRETARY»~~

~~BOROUGH~~

(SEAL)

(Added graphics) L GAS AUTHORITY OF GEORGIA

SCHEDULE OF OBLIGATION SHARE PERCENTAGES FOR  
MEMBERS PARTICIPATING IN GAS SUPPLY PORTFOLIO IV PROJECT

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS  
OF A RATIO CALCULATED ON THE BASIS OF  
EACH MEMBER'S ANNUAL PURCHASES]

Member	Annual Purchases	Obligation Share Percentage
Adairsville	419,406	1.2118%
Adel	174,575	0.5044%
Albany	987,462	2.8530%
Americus	265,968	0.7685%
Andersonville	1,374	0.0040%
Ashburn	36,010	0.1040%
Bainbridge	233,801	0.6755%
Blakely	144,613	0.4178%
Bowman	11,996	0.0347%
Buford	2,788,302	8.0561%
Byron	39,688	0.1147%
Cairo	120,446	0.3480%
Camilla	512,171	1.4798%
Claxton	260,725	0.7533%
Cochran	154,768	0.4472%
Commerce	431,005	1.2453%
Covington	1,938,815	5.6017%
Dawson	337,770	0.9759%
Doerun	47,864	0.1383%
Donalsonville	48,557	0.1403%
Douglas	708,742	2.0477%
Dublin	2,579,952	7.4542%
Eatonton	135,045	0.3902%
Edison	36,679	0.1060%
Elberton	419,626	1.2124%
Fitzgerald	719,089	2.0776%
Fort Valley	449,157	1.2977%
Grantville	33,808	0.0977%
Greensboro	730,135	2.1095%
Hartwell	449,392	1.2984%
Hogansville	97,594	0.2820%
LaFayette	265,550	0.7672%

(Added graphics)

Member	Annual Purchases	Obligation Share Percentage
Lawrenceville	3,870,722	11.1835%
Louisville	55,676	0.1609%
Lumpkin	5,404	0.0156%
Madison	220,173	0.6361%
Manchester	36,582	0.1057%
Millen	64,877	0.1874%
Monroe	334,132	0.9654%
Monticello	457,149	1.3208%
Moultrie	201,874	0.5833%
Nashville	53,311	0.1540%
Pelham	21,330	0.0616%
Perry	383,920	1.1092%
Quitman	84,660	0.2446%
Royston	219,707	0.6348%
Social Circle	379,365	1.0961%
Sparta	79,789	0.2305%
Statesboro	554,970	1.6035%
Sugar Hill	730,644	2.1110%
Summerville	1,044,260	3.0171%
Sylvania	750,857	2.1694%
Sylvester	134,787	0.3894%
Thomasville	505,690	1.4611%
Thomson	1,360,424	3.9306%
Tifton	443,935	1.2826%
Tooecon	1,302,167	3.7623%
Trion	409,744	1.1839%
Union Point	58,699	0.1696%
Vienna	138,823	0.4011%
Warner Robins	3,816,019	11.0255%
Waynesboro	135,359	0.3911%
West Point	144,161	0.4165%
Winder	1,031,652	2.9807%
<b>Total</b>	<b>34,610,947</b>	<b>100%</b>

A&BPKF



**MUNICIPAL GAS AUTHORITY OF GEORGIA**

(Added graphics) MUNICIPAL GAS AUTHORITY OF GEORGIA

**SCHEDULE OF INDEMNITY SHARE PERCENTAGES FOR  
MEMBERS PARTICIPATING IN GAS SUPPLY PORTFOLIO IV PROJECT**

**[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS  
OF A RATIO CALCULATED ON THE BASIS OF  
EACH MEMBER'S ANNUAL PURCHASES]**

Member	Annual Purchases	Adjusted Obligation Share and Indemnity Percentages
Adairsville	419,406	1.054%
Adel	174,575	0.439%
Albany	987,462	2.481%
Americus	265,968	0.668%
Andersonville	1,374	0.003%
Ashburn	36,010	0.090%
Bainbridge	233,801	0.587%
Blakely	144,613	0.363%
Bowman	11,996	0.030%
Buford	2,788,302	7.005%
Byron	39,688	0.100%
Cairo	120,446	0.303%
Camilla	512,171	1.287%
Claxton	260,725	0.655%
Cochran	154,768	0.389%
Commerce	431,005	1.083%
Covington	1,938,815	4.871%
Dawson	337,770	0.849%
Doerun	47,864	0.120%
Donalsonville	48,557	0.122%
Douglas	708,742	1.780%
Dublin	2,579,952	6.481%
Eatonton	135,045	0.339%
Edison	36,679	0.092%
Elberton	419,626	1.054%
Fitzgerald	719,089	1.806%
Fort Valley	449,157	1.128%
Grantville	33,808	0.085%
Greensboro	730,135	1.834%
Hartwell	449,392	1.129%
Hogansville	97,594	0.245%

**SCHEDULE OF INDEMNITY SHARE PERCENTAGES FOR  
MEMBERS PARTICIPATING IN GAS PORTFOLIO III PROJECT**

**[INDEMNITY SHARES TO BE ASSIGNED ON THE BASIS  
OF A RATIO CALCULATED ON THE BASIS OF  
EACH MEMBER'S ANNUAL PURCHASES]**

<u>Member</u>	<u>Annual Purchases</u>	<u>Adjusted Obligation Share and Indemnity Share Percentages</u>
<u>Georgia Members</u>		<u>Adjusted Obligation Share</u>
Adairsville	200,740	0.6404
Adel	241,266	0.7697
Americus	460,568	1.4693
Ashburn	50,453	0.1610
Bainbridge	192,594	0.6144
Blakely	156,234	0.4984
Bowman	17,650	0.0563
Buford	1,412,924	4.5075
Byron	52,009	0.1659
Cairo	160,650	0.5125
Camilla	401,078	1.2795
Claxton	217,069	0.6925
Cochran	237,665	0.7582
Commerce	1,133,266	3.6153
Covington	1,763,557	5.6261
Crawfordville	14,330	0.0457
Dawson	332,019	1.0592
Doerun	29,415	0.0938
Donalsonville	41,034	0.1309
Douglas	715,100	2.2813
Eatonton	197,191	0.6291
Edison	39,319	0.1254
Elberton	470,698	1.5016
Fitzgerald	911,839	2.9089
Fort Valley	564,605	1.8012
Grantville	30,548	0.0975
Greensboro	778,216	2.4827
Hartwell	550,547	1.7563
Hogansville	142,871	0.4558
LaFayette	332,588	1.061
Lawrenceville	2,624,508	8.3727
Louisville	127,879	0.4080
Lumpkin	7,950	0.0254
Madison	223,139	0.7119
Manchester	101,512	0.3238
Millen	83,736	0.2671
<u>Georgia Members</u>	<u>Annual Purchases</u>	<u>Adjusted Obligation Share</u>

Monroe	652,182	2.0806
Monticello	616,497	1.9667
Moultrie	397,392	1.2678
Nashville	96,453	0.3077
Pelham	33,687	0.1075
Perry	320,790	1.0234
Quitman	91,472	0.2918
Royston	267,511	0.8534
Social Circle	442,176	1.4106
Sparta	82,599	0.2635
Statesboro	618,461	1.973
Sugar Hill	482,045	1.5378
Summerville	1,516,350	4.8374
Sylvania	253,625	0.8091
Sylvester	125,880	0.4016
Thomasville	521,637	1.6641
Thomson	1,610,339	5.1373
Tifton	992,616	3.1666
Tooele	1,190,103	3.7967
Trion	631,115	2.0134
Union Point	86,596	0.2763
Vienna	279,508	0.8917
Warner Robins	2,738,290	8.7357
Waynesboro	187,185	0.5972
West Point	167,278	0.5336
Winder	859,389	2.7416
<u>Non-Georgia Members</u>	<u>Annual Purchases</u>	<u>Indemnity Share Percentage</u>
East-Central-Alabama-Gas-District	364,415	1.1626
Havana, Florida	30,967	0.0988
Jasper, Florida	61,741	0.1970
Maplesville (Alabama) Water-Works and Gas-District	69,980	0.2232
Quincy, Florida	201,812	0.6438
City of Roanoke, Alabama	202,798	0.6470
Town of Rockford, Alabama	8,796	0.0281
Town of Wadley, Alabama	81,112	0.2588
Water, Sewer and Gas Board of the Town of Wedowee, (Alabama)	46,529	0.1484
Town of Butler, Alabama		
<u>Georgia Indemnity Members</u>	<u>Annual Purchases</u>	<u>Indemnity Share Percentage</u>
City of Wrens		
Total Adjusted Obligation-Shares and Indemnity Shares	31,346,093	100%

(Added graphics)

Member	Annual Purchases	Adjusted Obligation Share and Indemnity Percentages
LaFayette	265,550	0.667%
Lawrenceville	3,870,722	9.724%
Louisville	55,676	0.140%
Lumpkin	5,404	0.014%
Madison	220,173	0.553%
Manchester	36,582	0.092%
Millen	64,877	0.163%
Monroe	334,132	0.839%
Monticello	457,149	1.148%
Moultrie	201,874	0.507%
Nashville	53,311	0.134%
Pelham	21,330	0.054%
Perry	383,920	0.964%
Quitman	84,660	0.213%
Royston	219,707	0.552%
Social Circle	379,365	0.953%
Sparta	79,789	0.200%
Statesboro	554,970	1.394%
Sugar Hill	730,644	1.835%
Summerville	1,044,260	2.623%
Sylvania	750,857	1.886%
Sylvester	134,787	0.339%
Thomasville	505,690	1.270%
Thomson	1,360,424	3.418%
Tifton	443,935	1.115%
Toocoa	1,302,167	3.271%
Trion	409,744	1.029%
Union Point	58,699	0.147%
Vienna	138,823	0.349%
Warner Robins	3,816,019	9.586%
Waynesboro	135,359	0.340%
West Point	144,161	0.362%
Winder	1,031,652	2.592%

(Added)

		Indemnity Share Percentage
Butler-South Alabama Gas District	25,619	0.064%
Chambersburg, Pennsylvania	1,100,714	2.765%
East Central Alabama Gas District	332,492	0.835%
Havana, Florida	18,441	0.046%
Jasper, Florida	51,359	0.129%
Lanett, Alabama	89,946	0.226%
Lawrenceburg, Tennessee	637,802	1.602%
Maplesville, Alabama	43,953	0.110%
Quincy, Florida	141,644	0.356%
Roanoke, Alabama	202,199	0.508%
Rockford, Alabama	5,476	0.014%
Smyrna, Tennessee	2,461,965	6.185%
Wadley, Alabama	44,825	0.113%
Wedowee, Alabama	38,907	0.098%
<b>Total Adjusted Obligation Shares and Indemnity Shares</b>	<b>39,806,289</b>	<b>100%</b>

<b>Summary Report:</b>	
<b>Litéra® Change-Pro ML WIX 6.5.0.453 Document Comparison done on 2/28/2014 11:23:55 AM</b>	
<b>Style Name:</b> Default Style	
<b>Original Filename:</b>	
<b>Original DMS:</b> iw://IWDMSATL/LEGAL02/34702598/1	
<b>Modified Filename:</b>	
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<b>Changes:</b>	
Add	50
<del>Delete</del>	41
Move From	1
Move To	1
Table Insert	0
<del>Table Delete</del>	1
Embedded Graphics (Visio, ChemDraw, Images etc.)	5
Embedded Excel	0
<b>Total Changes:</b>	<b>99</b>

**INDEMNITY SHARE**  
**SUPPLEMENTAL CONTRACT**  
**Between**  
**MUNICIPAL GAS AUTHORITY OF GEORGIA**  
**and**  
**CITY OF QUINCY**  
**(GAS PORTFOLIO IV PROJECT)**

This Contract, made and entered into as of November 1, 2014, by and between the **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the "Gas Authority"), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the "Act"), and the **CITY OF QUINCY**, a municipal corporation of the State of Florida, hereinafter sometimes designated as the Member,

**WITNESSETH**  
**THAT:**

WHEREAS, the Member owns and operates a gas distribution system and has determined to contract with the Gas Authority pursuant to the provisions of the Act; and

WHEREAS, the Gas Authority and the Member have entered into that certain Gas Supply Contract (the "Gas Supply Contract"), pursuant to which the Gas Authority has agreed to provide gas supplies to the Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a "Gas Supply Contract" and collectively, the "Gas Supply Contracts") with other municipalities and systems that own and operate gas distribution systems (each, a "Member" and collectively, the "Members"); and

WHEREAS, the Gas Authority and the Members have heretofore extended the original term of their respective Gas Supply Contracts beyond the original termination date of December 2015 to December 31, 2025 pursuant to the First Amendment to Gas

Supply Contract, and from December 31, 2025 to December 31, 2040 pursuant to the Second Amendment to Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have agreed to enter into this Supplemental Contract to provide for, among other things, (i) the approval of a Project as contemplated by the Gas Supply Contract and as more particularly described herein; and (ii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, in order to enable the Gas Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Gas Authority to have binding contracts with the Members in accordance with the provisions of the Act and the Gas Supply Contracts; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, shall be pledged as security for the payment of Bonds;

**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 1, 2014, its effective date, and shall terminate at the close of business on the date of the final maturity and payment or the defeasance of all outstanding Bonds or any refunding Bonds issued with respect thereto. Following the termination of this Contract, any remaining Project assets will be accounted for by the Gas Authority to reflect the benefit thereof to the Members participating in the Project.



**Section 102. Definitions.**

(a) Those words which are defined in O.C.G.A. Section 46-4-81 shall have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined shall have the meaning ascribed thereto in the Gas Supply Contract.

(b) As used herein, the term:

(1) "Annual Project Costs" shall mean the Project Costs applicable to a Gas Supply Year.

(2) "Bond Resolution" shall mean the Gas Portfolio IV Project Revenue Bond Resolution to be adopted by the Gas Authority for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution in substantially the form to be adopted by the Gas Authority is on file in the records of the Gas Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(3) "Bonds" shall mean the Bonds or other debt instruments issued by the Gas Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, whether or not any issue of such Bonds shall be subordinated as to payment to any other issue of such Bonds, and shall include refunding Bonds issued pursuant to the provisions of Section 302 hereof, together with any payment obligations under any gas production sharing or other agreements providing for the acquisition, ownership, operation, hedging and financing of natural gas reserves or interests therein, either by the Gas Authority alone or jointly with other governmental entities.

(4) "Contract" refers to this Supplemental Contract.

(5) "Debt Service" shall mean Debt Service on the Bonds.

(6) "Gas Supply Year" shall mean the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) "Indemnity Share" shall mean the amount determined in accordance with Sections 401 and 402 hereof and set forth in the Schedule of Indemnity Shares attached hereto and hereby incorporated herein by this reference.

(8) "Indemnity Share Member" means each of the Georgia and non-Georgia municipalities or systems executing similar Contracts with the Gas Authority with respect to the Project contemplated by the Bond Resolution, other than Obligation Share Members, and set forth in the Schedule of Indemnity Shares attached hereto.

(9) "Member" or "Members" shall mean the municipality or system that is a party to this Contract, or collectively, all of the Georgia municipalities or systems described in Section 46-4-100 of the Act executing similar Contracts as Obligation Share Members or Indemnity Share Members, and all non-Georgia municipalities or systems executing similar Contracts as Indemnity Share Members.

(10) "MCF" shall mean thousand cubic feet.

(11) "Obligation Share Member" means each of the Georgia municipalities shown in the Schedule of Obligation Shares attached hereto and hereby incorporated herein by this reference.

(12) "Obligation Share" shall mean, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) "Project" shall mean the development of a portfolio of Project Gas Supplies through the acquisition, construction or development of 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 or associated liquids 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 the right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facility. "Project" 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; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate or commodity hedging and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project.

## ARTICLE II

### CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE MEMBER

#### **Section 201. Authority Gas Supplies.**

The Gas Authority shall use the proceeds of the Bonds for the costs of acquiring the Project as more particularly described in the definition of the "Project." The Gas Authority shall use the natural gas provided by the Project to fulfill, in whole or in part, its obligation under Section 201 of the Gas Supply Contract to supply Authority Gas Supplies to the Member, and to the extent that such Authority Gas Supplies are not required by the Member, to sell such Authority Gas Supplies to others. The Gas Authority and the Member hereby agree that for purposes of the Gas Supply Contract and this Supplemental Contract, natural gas acquired as a part of the Project and financed from the proceeds of Bonds issued pursuant to the authorization contained in Article III of this Supplemental Contract shall be deemed to have passed through the meter at the Member's city gate prior to other Authority Gas Supplies.

#### **Section 202. Reports.**

The Gas Authority shall prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member shall provide to the Gas Authority, in such form as shall be reasonably requested by the Gas Authority, any and all documents, releases, financial statements and other information necessary to enable the Gas Authority to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Member, the Gas Authority or the issuance and sale of the Gas Authority's bonds or other debt obligations, by law, judicial decision, regulation, rule or policy. Such information shall be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than shall enable the Gas Authority to comply with any such law, judicial decision, regulation, rule or policy.

#### **Section 203. Records and Accounts.**

The Gas Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds. Said accounts shall be included in the Gas Authority's financial statements, which shall 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 Gas Authority within one hundred fifty days after the close of each Gas Supply Year.

**Section 204. Rate Covenant**

The 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 Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Member's gas system.

**ARTICLE III**

**ISSUANCE OF BONDS**

**Section 301. Issuance of Bonds.**

Pursuant to the authority hereof, the Gas Authority is authorized to issue, in series as may be determined by the Gas Authority, Bonds pursuant to the Bond Resolution for the purpose of financing Project Costs. The Bonds may be issued in series through the close of business on December 31, 2020, with a maximum principal amount outstanding at any one time of \$1,100,000,000; provided however, that such limitation shall not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds, and such maximum principal amount shall be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract, dated as of November 1, 2002 (Gas Portfolio III Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,500,000,000 outstanding at any one time hereunder. Each series of Bonds shall have a final maturity of no more than 20 years from the date of issuance of each such series of Bonds.

**Section 302. Refunding Bonds.**

The Gas Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded, which refunding Bonds may be issued in an amount sufficient to refund any Bonds together with other associated costs, including, but not limited to the principal amount thereof, interest accrued or to accrue thereon, redemption premium thereof, if any, and costs of issuance including any costs of terminating any derivative products associated therewith, but shall not be counted against the amount limitation set forth in Section 301 hereof. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

## ARTICLE IV

### INDEMNITY SHARES

#### **Section 401. Indemnity Shares.**

Each of the Indemnity Share Members initially participating in the Project have been assigned an Indemnity Share as set forth in the Schedule of Indemnity Shares attached hereto pursuant to Supplemental Contracts with such Members identical to this contract except for the identification of the parties and the signature pages. In the event that the Obligation Share Members should be required to pay amounts based upon their Obligation Shares, then the Member agrees to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to the Member's Indemnity Share of the amount required to be paid by that Obligation Share Member. The Member must satisfy this obligation to indemnify such Obligation Share Members by paying its total Indemnity Share for each of such Obligation Share Members directly to the Gas Authority for credit to each such Obligation Share Member's account under its respective Gas Supply Contract. The Member shall not be entitled to the payment of any indemnity share by any Indemnity Share Member.

#### **Section 402. Subsequent Members.**

Should any Member subsequently be admitted by the Gas Authority that has not been assigned an Obligation Share in the Schedule of Obligation Shares, then such Member shall be assigned by the Gas Authority an "Indemnity Share" based upon the ratio of that new Member's average annual purchases of gas based on the 24-month period ended with the last month for which information is available (the "Average Gas Purchases") to the total of all Obligation Share Members' Average Gas Purchases at the effective date of this Contract. Upon the admission of such new Member, the Schedule of Indemnity Shares shall be recalculated and provided to each Member and the Gas Authority for attachment to this Supplemental Contract in lieu of the preceding Schedule of Indemnity Shares attached to this Supplemental Contract immediately preceding the admission of such Member. In the event that Obligation Share Members should be required to pay amounts based upon their Obligation Shares as set forth in Section 401 above, then each such new Member would be required to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to that new Member's Indemnity Share of the amount required to be paid by that Obligation Share Member.

### **Section 403. Payment Obligations.**

The Member hereby agrees to pay its Indemnity Share of Project Costs as set forth in the Schedule of Indemnity Shares. The obligation of the Member to pay promptly its obligation under Section 401 or 402 hereof is for the benefit of, among others, the owners of the Bonds and shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Member or the breach by any Member of any obligation to the Gas Authority or to any other Member, whether hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Member to the Gas Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made, the Member shall not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas 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 Gas 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 Gas 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, the Gas Supply Contract or otherwise.

### **Section 404. Sources of Member's Payments.**

The Member shall be obligated to make the payments to the Authority under this Contract first from the gross revenues of the gas system of the Member and second from any and all other funds of the Member legally available for such purpose. The obligation to pay amounts hereunder from the gross revenues of the gas system of the Member constitutes a cost of Gas Supplies and otherwise an operating and maintenance cost of the 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 Member.

### **Section 405. Pledge of Payments.**

All payments required to be made by the Member pursuant to the provisions of this Article IV shall be pledged to secure the payment of the Gas Authority's Bonds.

## ARTICLE V

### EXCESS BOND PROCEEDS

#### Section 501. Excess Bond Proceeds.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract and of any other Supplemental Contracts between the Gas Authority and the Members relating to the Project and to the issuance of Bonds therefor, exceed the aggregate amount required for the purposes of the Project, the amount of such excess shall be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Gas Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

## ARTICLE VI

### DEFAULT

#### Section 601. Event of Default.

Failure of the Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable shall constitute a default on the part of the Member.

#### Section 602. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Member shall not be relieved of its liability for payment of the amounts in default, and the Gas Authority shall have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Gas 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 against the Member.

#### Section 603. Other Default by Member.

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this Contract or the Gas Supply Contract, the Gas Authority may bring any

suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract or the Gas Supply Contract against the Member.

**Section 604. Default by Gas Authority.**

In the event of any default by the Gas Authority under any covenant, agreement or obligation of this Contract, the Member may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Gas Authority.

**Section 605. Abandonment of Remedy.**

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

**ARTICLE VII**

**MISCELLANEOUS GENERAL PROVISIONS**

**Section 701. Character and Continuity of Service.**

The Gas Authority shall not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to perform of any third party. No failure on the part of the Gas Authority shall be grounds for the termination or suspension of the payments due from the Member hereunder.

**Section 702. Other Terms and Conditions.**

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

**Section 703. Termination or Amendment of Contract.**

Subject to the terms of the Bond Resolution, 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 Contracts of the Members pertaining to the Project, at least thirty (30) days advance notice shall be given



by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment shall be made which is adverse to the interest of the owners of the Bonds.

**Section 704. No Assignment or Transfer.**

Except as provided in Section 705 of the Gas Supply Contract, neither party to this Contract shall 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.

**ARTICLE VIII**

**SEVERABILITY**

In case any one or more of the provisions of this Contract shall 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 shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract shall 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 former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

**[SIGNATURES BEGIN ON NEXT PAGE]**

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 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 Member is hereby acknowledged, all as of the day and year first above written.

**MUNICIPAL GAS AUTHORITY OF  
GEORGIA**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
GENERAL COUNSEL

ATTEST: \_\_\_\_\_  
ASST. SECRETARY-TREASURER

(SEAL)

**[SIGNATURES CONTINUED ON NEXT PAGE]**

CITY OF QUINCY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

(SEAL)

**MUNICIPAL GAS AUTHORITY OF GEORGIA**

**SCHEDULE OF OBLIGATION SHARE PERCENTAGES FOR  
MEMBERS PARTICIPATING IN GAS SUPPLY PORTFOLIO IV PROJECT**

**[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS  
OF A RATIO CALCULATED ON THE BASIS OF  
EACH MEMBER'S ANNUAL PURCHASES]**

Member	Annual Purchases	Obligation Share Percentage
Adairsville	419,406	1.2118%
Adel	174,575	0.5044%
Albany	987,462	2.8530%
Americus	265,968	0.7685%
Andersonville	1,374	0.0040%
Ashburn	36,010	0.1040%
Bainbridge	233,801	0.6755%
Blakely	144,613	0.4178%
Bowman	11,996	0.0347%
Buford	2,788,302	8.0561%
Byron	39,688	0.1147%
Cairo	120,446	0.3480%
Camilla	512,171	1.4798%
Claxton	260,725	0.7533%
Cochran	154,768	0.4472%
Commerce	431,005	1.2453%
Covington	1,938,815	5.6017%
Dawson	337,770	0.9759%
Doerun	47,864	0.1383%
Donalsonville	48,557	0.1403%
Douglas	708,742	2.0477%
Dublin	2,579,952	7.4542%
Eatonton	135,045	0.3902%
Edison	36,679	0.1060%
Elberton	419,626	1.2124%
Fitzgerald	719,089	2.0776%
Fort Valley	449,157	1.2977%
Grantville	33,808	0.0977%
Greensboro	730,135	2.1095%
Hartwell	449,392	1.2984%

Member	Annual Purchases	Obligation Share Percentage
Hogansville	97,594	0.2820%
LaFayette	265,550	0.7672%
Lawrenceville	3,870,722	11.1835%
Louisville	55,676	0.1609%
Lumpkin	5,404	0.0156%
Madison	220,173	0.6361%
Manchester	36,582	0.1057%
Millen	64,877	0.1874%
Monroe	334,132	0.9654%
Monticello	457,149	1.3208%
Moultrie	201,874	0.5833%
Nashville	53,311	0.1540%
Pelham	21,330	0.0616%
Perry	383,920	1.1092%
Quitman	84,660	0.2446%
Royston	219,707	0.6348%
Social Circle	379,365	1.0961%
Sparta	79,789	0.2305%
Statesboro	554,970	1.6035%
Sugar Hill	730,644	2.1110%
Summerville	1,044,260	3.0171%
Sylvania	750,857	2.1694%
Sylvester	134,787	0.3894%
Thomasville	505,690	1.4611%
Thomson	1,360,424	3.9306%
Tifton	443,935	1.2826%
Toccoa	1,302,167	3.7623%
Trion	409,744	1.1839%
Union Point	58,699	0.1696%
Vienna	138,823	0.4011%
Warner Robins	3,816,019	11.0255%
Waynesboro	135,359	0.3911%
West Point	144,161	0.4165%
Winder	1,031,652	2.9807%
<b>Total</b>	<b>34,610,947</b>	<b>100%</b>

**MUNICIPAL GAS AUTHORITY OF GEORGIA**

**SCHEDULE OF INDEMNITY SHARE PERCENTAGES FOR  
MEMBERS PARTICIPATING IN GAS SUPPLY PORTFOLIO IV PROJECT**

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS  
OF A RATIO CALCULATED ON THE BASIS OF  
EACH MEMBER'S ANNUAL PURCHASES]

Member	Annual Purchases	Adjusted Obligation Share and Indemnity Percentages
Georgia Members		Adjusted Obligation Share Percentage
Adairsville	419,406	1.054%
Adel	174,575	0.439%
Albany	987,462	2.481%
Americus	265,968	0.668%
Andersonville	1,374	0.003%
Ashburn	36,010	0.090%
Bainbridge	233,801	0.587%
Blakely	144,613	0.363%
Bowman	11,996	0.030%
Buford	2,788,302	7.005%
Byron	39,688	0.100%
Cairo	120,446	0.303%
Camilla	512,171	1.287%
Claxton	260,725	0.655%
Cochran	154,768	0.389%
Commerce	431,005	1.083%
Covington	1,938,815	4.871%
Dawson	337,770	0.849%
Doerun	47,864	0.120%
Donalsonville	48,557	0.122%
Douglas	708,742	1.780%
Dublin	2,579,952	6.481%
Eatonton	135,045	0.339%
Edison	36,679	0.092%
Elberton	419,626	1.054%
Fitzgerald	719,089	1.806%
Fort Valley	449,157	1.128%
Grantville	33,808	0.085%
Greensboro	730,135	1.834%
Hartwell	449,392	1.129%
Hogansville	97,594	0.245%
LaFayette	265,550	0.667%
Lawrenceville	3,870,722	9.724%
Louisville	55,676	0.140%
Lumpkin	5,404	0.014%
Madison	220,173	0.553%
Manchester	36,582	0.092%
Millen	64,877	0.163%

Member	Annual Purchases	Adjusted Obligation Share and Indemnity Percentages
Georgia Members		Adjusted Obligation Share Percentage
Monroe	334,132	0.839%
Monticello	457,149	1.148%
Moultrie	201,874	0.507%
Nashville	53,311	0.134%
Pelham	21,330	0.054%
Perry	383,920	0.964%
Quitman	84,660	0.213%
Royston	219,707	0.552%
Social Circle	379,365	0.953%
Sparta	79,789	0.200%
Statesboro	554,970	1.394%
Sugar Hill	730,644	1.835%
Summerville	1,044,260	2.623%
Sylvania	750,857	1.886%
Sylvester	134,787	0.339%
Thomasville	505,690	1.270%
Thomson	1,360,424	3.418%
Tifton	443,935	1.115%
Toccoa	1,302,167	3.271%
Trion	409,744	1.029%
Union Point	58,699	0.147%
Vienna	138,823	0.349%
Warner Robins	3,816,019	9.586%
Waynesboro	135,359	0.340%
West Point	144,161	0.362%
Winder	1,031,652	2.592%
<b>Non-Georgia Members</b>		<b>Indemnity Share Percentage</b>
Butler-South Alabama Gas District	25,619	0.064%
Chambersburg, Pennsylvania	1,100,714	2.765%
East Central Alabama Gas District	332,492	0.835%
Havanna, Florida	18,441	0.046%
Jasper, Florida	51,359	0.129%
Lanett, Alabama	89,946	0.226%
<b>Non-Georgia Members</b>		<b>Indemnity Share Percentage</b>
Lawrenceburg, Tennessee	637,802	1.602%
Maplesville, Alabama	43,953	0.110%
Quincy, Florida	141,644	0.356%
Roanoke, Alabama	202,199	0.508%
Rockford, Alabama	5,476	0.014%
Smyrna, Tennessee	2,461,965	6.185%
Wadley, Alabama	44,825	0.113%
Wedowee, Alabama	38,907	0.098%
<b>Total Adjusted Obligation Shares and Indemnity Shares</b>	<b>39,806,289</b>	<b>100%</b>

RESOLUTION NO. 1318-2014

APPROVING THE SUPPLEMENTAL CONTRACT FOR THE GAS PORTFOLIO IV PROJECT BETWEEN THE CITY OF QUINCY (“MEMBER”) AND THE MUNICIPAL GAS AUTHORITY OF GEORGIA AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE SUPPLEMENTAL CONTRACT FOR THE GAS PORTFOLIO IV PROJECT, 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, the Member has heretofore entered into a certain Gas Supply Contract as heretofore extended for an additional ten years beyond the original termination date of December 2015 to December 31, 2025 pursuant to the First Amendment to Gas Supply Contract, and from December 31, 2025 to December 31, 2040 pursuant to the Second Amendment to Gas Supply Contract (as so extended, 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 Member has also studied and reviewed its opportunity to contract with the Gas Authority for additional gas supplies, and to that end, the Member and the Gas Authority have caused to be prepared a certain Supplemental Contract (Gas Portfolio IV Project), dated as of November 1, 2014 (the “Supplemental Contracts”);

**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 O.C.G.A. Section 46-4-99 and the terms of the Gas Supply Contract and the Supplemental Contracts 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 Supplemental Contract in substantially the form of the drafts of the Supplemental 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 Supplemental 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 Supplemental Contract as authorized herein shall be conclusive evidence of the Member's approval thereof.

**Section 3.** 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 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLVED this \_\_\_ day of \_\_\_\_\_, 2014.

CITY OF QUINCY

By: \_\_\_\_\_  
Derrick D. Elias Mayor and  
Presiding Officer of the City Commission  
and of the City of Quincy, Florida

[SEAL]

Attest:

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



**Exhibit “A”**

**[Attach Supplemental Contract (Gas Portfolio IV)]**

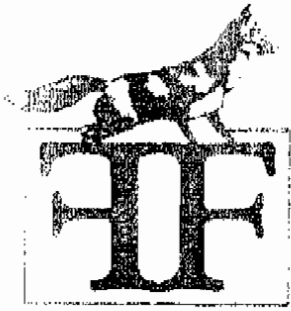
**CERTIFICATION**

I, the undersigned, Clerk of the City of Quincy (the "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 \_\_\_\_\_, 2014, 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
Clerk

[SEAL]



# FRED FOX ENTERPRISES, INC

*Providing Grant Writing and Administration Services*

September 3, 2014

Ms. Regina Davis, CRA Manager  
City of Quincy  
404 West Jefferson Street  
Quincy, Florida 32351-2328

RE: Closeout Documents  
CDBG #11DB-14-02-30-02-N27

Dear Ms. Davis:

Please find enclosed the close out package for the above referenced Community Development Block Grant project. As part of the closeout package, the following items need to be included:

1. Florida Small Cities CDBG Closeout – 3 copies
2. Civil Rights Profile – 1 copy
3. Engineer's Certification of Completion

Please review, have the Mayor sign where indicated and forward the entire package to DEO. Before mailing, make two (2) copies; keep one (1) copy for the City's records and send one (1) copy to our office.

If you have any questions relating to this, please feel free to contact me at (904) 810-5183.

Sincerely,

*Fred D. Fox*

Fred D. Fox  
Administrator

FDF/mnf  
Enclosures

September 4, 2014

Mr. Ted Court, Govt. Operations Consultant II  
Florida Department of Economic Opportunity  
107 East Madison Street, MSC-400  
Tallahassee, Florida 32399-6508

RE: Close Out Documents  
City of Quincy CDBG #11DB-L4-02-30-02-N27

Dear Mr. Court:

Please find enclosed documents prepared to initiate the close out for the above referenced Community Development Block Grant project.

The documents we are submitting are:

1. Florida CDBG Contract Closeout Package-(3 Copies)
2. Civil Rights Profile
3. Engineer's Certification of Completion

If you have any questions regarding these documents, please contact our Grant Administrator, Mr. Fred Fox, at (904) 810-5183.

Sincerely,

Mayor

Enclosures

cc: Fred Fox Enterprises, Inc.

**Section I. Contract Information**

**Contract Number:** 11DB-L4-02-30-02-N27      **Beginning Date:** 11/03/2010      **Ending Date:** 11/02/2012      **Local Government's DUNS Number:** 093596070  
**Recipient:** City of Quincy      **Local Contact:** Mr. Charles Hayes      **Phone Number:** (850) 618-0020

1. Indicate how the project was carried out (administration and construction):      Recipient Employees       Contractors       Both
2. Indicate how beneficiary data was collected:      Census       Survey       Income Verification Form (for Housing or ED)
3. Enter the Census Tract(s) and/or Block Group(s) service area(s):      ) for      Census Tract(s) 020300, 020500, 020701, 020702      Block Group(s) 300-3; 500-1,2,4,5; 701-1; 702-1,2
4. If location of activities has changed since the initial award was made, and a revised map was not previously submitted, is a map included?      Yes       No       N/A
5. Is a Property Management Register included?      Yes       No       N/A
6. If an infrastructure project, is an engineering certification included?      Yes       No       N/A
7. Is the project located in a Historic District?      Yes       No
8. Is the project located in a Presidentially Declared Disaster Area?      Yes       No
9. Is the project a Brownfield Activity?      Yes       No
10. Did the local government provide the assistance (to the beneficiaries) in the form of a loan or a grant?      Grant       Loan       Deferred, forgivable loan
11. If a loan, indicate:      Interest Rate: %      Monthly Loan Amount: \$      Amortization Period in Months:
12. List all other funds, along with the source, used to support the activities funded with this grant:

Source	Amount
Local Funds (i.e., General Revenue)	\$
Grant(s) Florida Dept of Environmental Protection	\$135,610.00
Private Funds (i.e., Participating Party, etc.)	\$
Loan(s)	\$
Other, including Program Income (Specify)	\$

13. Will the project result in program income? *Program income earned as a result of Small Cities CDBG and Disaster Recovery grants, but not expended before closeout must be returned to DEO. Make check payable to the Department of Economic Opportunity – CDBG Program and include it with the Closeout.*      Yes       No 
  - If program income has already resulted, indicate amount: \$
  - Indicate amount of program income that has been expended to date: \$
14. Does the local government have CDBG funds on hand? If yes, you cannot close the contract.      Yes       If yes: \$      No
15. Has a final Request for Funds been submitted? If not, you cannot close the contract.      Yes       No

## Section II. Public Services, Public Facility and Infrastructure

*(To be completed by Commercial Revitalization, Disaster Recovery and Neighborhood Revitalization grant recipients. If water/sewer hookups were provided, please complete Section IV.)*

### 1. Service (Housing Counseling, etc.)

- a. Number of persons with new access to this service or benefit
- b. Number of persons with improved access to this service or benefit
- c. Number of persons now receiving a service or benefit that is no longer substandard

### 2. Public Facility or Infrastructure Improvement (i.e., Water and Sewer Facilities, Drainage, Street Paving)

- a. Number of persons with new access to this type of public facility or infrastructure improvement 8,534
- b. Number of persons with improved access to this type of public facility or infrastructure improvement
- c. Number of persons served by public facility or infrastructure that is no longer substandard



Section V. STATUS OF ACCOMPLISHMENTS AND EXPENDITURES (Use additional pages if necessary)

National Objective 1-E/M 2-Urgent Need 3-Slum & Blight	(A) Activity #	(B) Activity Name	(C) IDIS # (for Small Cities CDBG) DEO Use Only	(D) CDBG Accomplishments Contracted	(D) CDBG Accomplishments To Date	(E) Current Approved CDBG Budget	(F) CDBG Funds Received To Date	(G) Other Leverage Funds Expended
N/A	21A	Administration		N/A	N/A	\$ 0.00	\$ 0.00	\$ 0.00
N/A	21B	Engineering		N/A	N/A	\$ 0.00	\$ 0.00	\$ 20,610.00
L/M	03F	Parks & Playgrounds		1 Park	1 Park	\$ 750,000.00	\$ 750,000.00	\$ 115,000.00
TOTALS						\$ 750,000.00	\$ 750,000.00	\$ 135,610.00
J. Total CDBG Approved Budget:		Total of Column (E)				\$ 750,000.00		
K. Total CDBG Funds Received To Date:		Total of Column (F)				\$ 750,000.00		\$ 750,000.00
L. Refund Due to DEO:		If Line (K) is greater than Line (J) indicate the difference						\$ 0.00
M. Amount to be Deobligated:		If Line (K) is less than Line (J) indicate the difference						\$ 0.00

Section VI. BENEFICIARY DATA - Do not enter Administration or Engineering. Beneficiaries of housing units are measured in households (HH), not number of people living in household.

	Activity #03F	Activity #	Activity #	Activity #	Activity #	Activity #	Activity #	Activity #	Activity #
Total Beneficiaries Proposed	8,534								
Total Beneficiaries Actual	8,534								
LXI Beneficiaries Proposed	7,542								
LXI Beneficiaries Actual	7,542								
VII Beneficiaries Proposed	3,646								
VII Beneficiaries Actual	3,646								
Female	N/A								
Disabled	1,563								
Female Head of HH	N/A								
Elderly	1,145								
	For Housing Grants Only:								
	Enter Summary Information from Page 6	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity
	# Owner Occupied								
White		3,022	0						
African American		5,479	0						
Asian		17	0						
American Indian or Alaskan Native		16	0						
Native Hawaiian Pacific Islander		0	0						
American Indian or Alaskan Native and White		0	0						
Asian and White		0	0						
African American and White		0	0						
American Indian/Alaskan Native and African American		0	0						
Other Multi-racial		0	0						

**Section VIII. CLOSEOUT APPROVAL**

I certify that, to the best of my knowledge, all activities undertaken by the local government with funds under this grant agreement have been carried out in accordance with the grant agreement, that proper provision has been made for the payment of all paid costs identified; that the State of Florida is under no obligation to make further payment to the local government under the grant agreement in excess of the amount identified on Line J of the STATUS OF ACCOMPLISHMENTS AND EXPENDITURES form submitted with this closeout report; that every statement and amount set forth in this instrument is true and correct as of this date; that all required audits as of this date have been submitted and approved; and I acknowledge that DEO reserves the right to recover any disallowed costs identified in an audit completed after this closeout.

Chief Elected Official or Authorized Designee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**For DEO use only:**

Approval of this Closeout Package authorizes the deobligation of unexpended CDBG contract funds in the amount of \$ \_\_\_\_\_.

Division of Community Development

DEO Finance and Accounting Section

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Civil Rights Profile Sheet**

10/1/2011

Recipient Name: City of QuincyContract Number: 11DB-L4-02-30-02-N27 Date: January 17, 2013**Demographic Data**

1. Total Number of Local Government Employees: 112 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG funded activities: 2
3. Total Number of Local Government Minority Employees: 74 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 2
5. Local Government Population # 8,534 *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 5,530 *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 68.40% *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low and Moderate Income in the Local Government: 88.37% *(Counties – do not include populations of incorporated cities.)*

**For Neighborhood Revitalization and Commercial Revitalization Projects Only**

9. Service Area Population: 8,534
10. Percentage of Persons of Low and Moderate Income in the Service Area: 88.37%

To document civil rights compliance, this profile should be completed and returned to:

Small Cities CDBG Program  
Department of Economic Opportunity  
107 East Madison Street  
MSC - 400  
Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

**Civil Rights Profile Sheet**

10/1/2011

**Instructions for Completing Beneficiary Form**

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update upon completion of grant.

1. **Total Beneficiaries in Service Area:** Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. **LMI Beneficiaries in Service Area:** Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

**For Economic Development Grants Only (Should be provided at the time of grant completion.)**

3. **Job Applicants:** Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. **Job Hires:** Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

**For Housing Grants Only:**

5. (Complete column 2 below at closeout using data provided by assisted households.)

Activity Name: 03F - Parks/Playgrounds

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries
White/non-Hispanic	3,022	2,671	N/A	N/A	N/A
Black/non-Hispanic	5,479	4,842	N/A	N/A	N/A
Hispanic	0	0	N/A	N/A	N/A
Asian/Pacific Islander	17	15	N/A	N/A	N/A
American Indian /Alaskan Native	16	14	N/A	N/A	N/A
Female Head of Household	N/A	N/A	N/A	N/A	N/A
Elderly Head of Household	1,145	1,012	N/A	N/A	N/A
Handicapped	1,563	1,381	N/A	N/A	N/A

# Kimley » Horn

June 20, 2014

Ted Court, Government Operations Consultant II  
Region One Representative  
Florida Small Cities CDBG Program  
Bureau of Community Revitalization  
Department of Economic Opportunity  
107 East Madison Street, MSC - 400  
Tallahassee, Florida 32399-6508

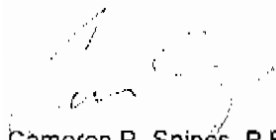
**RE: *City of Quincy - Tanyard Creek Park Project; CDBG Agreement # 11DB-L4-02-30-02-N27***

Dear Mr. Court:

Please accept this letter as certification to your office that the Tanyard Creek Park project construction activities funded under the above referenced CDBG agreement have been completed in substantial compliance with the approved plans. The construction activities are considered final complete as of the date of this letter.

With Kimley-Horn, you should expect more and will experience better. If you should have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,



Cameron R. Snipes, P.E.  
Project Manager

K:\IAL\_Civil\142207 - City of Quincy\003 - Tanyard Ck Park Design\1107 - Site Civil Permitting\Correspondence\140620-Quincy\_Certification\_of\_Final\_Completion.docx

*QFD Monthly Activity Report  
September 2014*

	<u>2014</u>	<u>2013</u>
<b>Total Fire Calls</b>	78	90
City	66	81
County	12	9
<b>Total Man Hours</b>	49 hrs 9 mins	61 hrs 35 mins
City	13 hrs 7 mins	47 hrs 7 mins
County	33 hrs 5 mins	14 hrs 28 mins
<b>Type Fire Calls - City</b>		
Structure	1	0
Vehicle	3	0
False Alarm	1	8
Hazard	0	0
Rescue	0	0
Wood & Grass	0	1
Other	7	8
<b>Type Fire Calls - County</b>		
Structure	1	0
Vehicle	3	3
False Alarm	0	1
Hazard	0	1
Rescue	0	0
Woods & Grass	1	0
Other	6	12
<b>Fire Causes</b>		
Accidental	5	4
Undetermined	1	1
Suspicious	0	0
Arson	0	0
<b>Average Response Time</b>		
City	3.77 min	2.86 mins
County	7.90 mins	5.10 mins
<b>Average Firefighters per Call</b>		
City	3.22	3.96
County	3.27	2.28
<b>Average Time Spent per Call</b>		
City	20.55 mins	17.5 mins
County	38.45 mins	30 mins

*QFD Monthly Activity Report  
September 2014*

	<b><u>2014</u></b>	<b><u>2013</u></b>
Responses Out of District	1	0
Mutual Aid Responses *	4	1
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	5	3
Fire Safety Inspection	8	16
Fire Investigation	0	0
Plans Review	1	2
Training Man Hours	181 hrs	220 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	75	59
Smoke Detector Installs	16 detectors / 8 homes	0



*QFD Monthly District Fire Calls  
September 2014*

<b>District</b>	<b><u>District</u></b>	<b><u>Location</u></b>	<b><u>Type of Incident</u></b>
<b>District 1</b>			
<b>District 2</b>	9/5/2014 9/8/2014 9/25/2014	Crawford & Porro St Clark & Calhoun St 305 W Crawford St	Vehicle accident Smoke scare Alarm system activation
<b>District 3</b>	9/8/2014 9/22/2014 9/26/2014	51 Shiloh Church Rd Hwy 90 & Lower Circle Dr 220 E Clark St	Structure fire No incident found Dispatched and canceled enroute
<b>District 4</b>	9/8/2014 9/16/2014 9/25/2014	King & Camilla St 20 N Stewart St 20 N Stewart St	Vehicle accident Medical assist Medical assist
<b>District 5</b>	9/26/2014	64 N Cleveland St	Unintentional