

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

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



## **Meeting Agenda**

**Tuesday, October 22, 2013**

**6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

**Keith Dowdell, Mayor (Commissioner District One)**

**Larry Edwards, Mayor Pro-Tem (Commissioner District Five)**

**Micah Brown (Commissioner District Two)**

**Derrick Elias (Commissioner District Three)**

**Andy Gay (Commissioner District Four)**

**AGENDA FOR THE REGULAR MEETING OF  
THE CITY COMMISSION OF  
QUINCY, FLORIDA  
Tuesday  
October 22, 2013  
6:00 PM  
CITY HALL CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Special Presentation by Mayor or Commission**

**Approval of Agenda**

**Approval of Minutes**

1. Approval of Minutes of the 9/24/2013 and 10/8/2013 Regular Meeting  
(Sylvia Hicks, City Clerk)
2. Approval of Minutes of the 10/14/2013 Special Meeting  
(Sylvia Hicks, City Clerk)

**Public Hearings, Ordinances and Resolutions**

**Presentation(s)**

3. North Florida Educational Development Corporation- Use of Tanyard Creek Park

**Consent Agenda**

4. Interlocal Agreement for Unpaved/Paved Road Maintenance for FY 2013-2014  
(Jack L. McLean Jr., City Manager, Earl Banks, Public Works Director)
5. Interlocal Agreement for Fuel Services  
(Jack L. McLean Jr., City Manager, Earl Banks, Public Works Director)

**Discussion(s)**

6. Interim City Attorney's Contract  
(Interim City Attorney, Jerry Miller)

7. Request to Terminate City Manager  
(Commissioner Derrick Elias)

**Report(s)/ Information**

8. QFD Monthly Report  
(Jack L. McLean Jr., City Manager, Scott Haire, Fire Chief)
9. QFD Quarterly Report  
(Jack L. McLean Jr., City Manager, Scott Haire, Fire Chief)

**City Manager's Reports**

**City Attorney's Reports**

**Commissioners' Reports**

**Citizens Concern**

**Other**

**Adjournment**

\*Item Not in Agenda Book

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
SEPTEMBER 24, 2013  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, September 24, 2013, with Mayor Commissioner Dowdell presiding and the following present:

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

Also Present:

City Manager Jack L. McLean Jr.  
Interim City Attorney Jerry Miller  
City Clerk Sylvia Hicks  
Interim CRA Attorney Hubert Brown  
Finance Director Theresa Moore  
Customer Service Director Ann Sherman  
Utilities Director Mike Wade  
Fire Chief Scott Haire  
Information Technology Director John Thomas  
Planning Director Bernard Piawah  
Accountant III Yvette McCullough  
Account Specialist Catherine Robinson  
Parks and Recreation Director Greg Taylor  
Public Works Director Willie Earl Banks, Sr.  
Executive Assistant to City Manager Cynthia Shingles  
Human Resources Director Bessie Evans  
Code Enforcement Officer Marvin Tribue  
Police Officer Harold Barber  
Sergeant At Arms Assistant Chief Sapp

Also Present: County Commissioner Sherrie Taylor

**Call to Order:**

Mayor Commissioner Dowdell called the meeting to order, followed by the Lord's Prayer and the Pledge of Allegiance.

## Approval of Agenda

Commissioner Edwards made a motion to approve the agenda with the deletion of item 10 Foster and Foster 175/185 Pension. Commissioner Gay seconded the motion. The ayes were unanimous.

## Approval of Minutes:

Commissioner Gay made a motion to approve the September 11, 2013 Regular Meeting Minutes with corrections if necessary. Commissioner Brown seconded the motion. The ayes were unanimous.

Commissioner Edwards made a motion to approve the September 18, 2013 Budget Workshop/Special Meeting minutes with corrections if necessary. Commissioner Gay seconded the motion. The ayes were unanimous.

## Public Hearings, Ordinances, Resolutions, and Proclamations:

At a public hearing, Commissioner Gay made a motion to read Ordinance No. 1056-2013 by title only. Commissioner Brown seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. The ayes were unanimous. The Clerk read the title as follows:

**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, 2013 AND ENDING SEPTEMBER 30, 2014, AND SETTING THE PERCENTAGE BY WHICH THE MILLAGE RATE TO BE LEVIED DOES NOT EXCEED THE ROLLED BACK RATE.**

There were no comments from the audience.

Commissioner Gay made a motion to approve Ordinance No. 1056-2013 on second reading. Commissioner Edwards seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, and Dowdell. Nay was Commissioner Elias. The motion carried.

At a public hearing, Commissioner Edwards made a motion to read Ordinance No. 1057-2013 by title only. Commissioner Brown seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. The ayes were unanimous. 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,**

**2013 AND ENDING SEPTEMBER 30, 2014; DESIGNATING THE SOURCES AND REVENUES AND SAID APPROPRIATIONS; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Freida Bass Prieto of 329 East King Street came before the Commission with the following concerns: 1) we have a \$740,000 line of credit that was not in the budget, how do you propose to pay it? 2) asked if the new police cars are for the police officers and not administration. 3) the contract with police officers, is it complete and if not, how are we going to know how much to budget for the police? The Manager stated we will pay the line of credit with cash flow and the police cars will be for the officers and we will have to come back and do a budget amendment for the police contract.

Commissioner Elias asked if we don't pay off the line of credit by the end of November, what will happen. The manager stated it is our intent to meet the dead line and if we don't, it will become a loan and it would have to come back to the Commission. Commissioner Elias stated that according to his calculations and the financial statements, we are approximately \$1.9 million dollars in debt and we are carrying that amount over into the new fiscal year, which means the new budget is not balanced. The Manager stated we carry over a certain amount of debt accounts receivables every year. Commissioner Edwards stated that he did a little survey of the surrounding cities and they carry over debt. The Manager stated that he does not like to carry over the debt but the numbers are declining. The Manager stated we can retire the debt with unrestricted fund balance but if we have a riot or a hurricane, we would not have any funds to recover.

Mayor Dowdell stated yes, the City of Quincy is under financial constraints but we can't sit here around this dais and point fingers. Our job is to make policies and procedures and we can't make policies and procedures at budget time, we have to do it the entire year. How do you expect staff to work together if Commissioners can't work together?

Commissioner Edwards made a motion to approve Ordinance No. 1057-2013 on second reading. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, and Dowdell. Nay was Commissioner Elias. The motion carried.

At a public hearing, Commissioner Edwards made a motion to read Ordinance No.1058-2013 by title only. Commissioner Brown seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, and Dowdell. Nay was Commissioner Elias. The Clerk read the title as follows:

**AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA RELATING TO CITY COMMISSION RULES OF ORDER AND PROCEDURE; PROVIDING FOR AUTHORITY; REPEAL OF ARTICLE 2, CITY COMMISSION, DIVISION 2, RULES OF ORDER AND PROCEDURE OF THE CITY**

**CODE; ADOPTION OF ARTICLE 2 CITY COMMISSION, DIVISION 2 , RULES OF ORDER AND PROCEDURES OF THE CITY CODE; FOR SEVERABILITY; AND AN EFFECTIVE DATE**

Mayor Dowdell stated he did not like the 24 hour stipulation for special meetings, he still like the six (6) hour notice. Interim Attorney Miller advised the Mayor, the opinion of the Attorney General and only guidance is sound advice. He stated the Administrative Assistant made the corrections to the Ordinance Draft that was instructed at the last meeting. Commissioner Elias stated that he agreed with the Mayor, there are several things that is not statutory but is of the opinion of the Attorney General, but it is working. We need to study this document and workshop it. He stated that he had a concern with 2-73 of the Charter; compensation for the Commissioners of \$1,166.67, he asked if the number was accurate. The Manager stated it is in an ordinance that was passed several years ago. He stated we need a workshop to discuss the changes in the procedures. The Interim City Attorney reported that he made as few changes to the code as possible. Commissioner Edwards made a motion to approve Ordinance No. 1058-2013 with the stipulation that a workshop be held before the second reading. Commissioner Gay seconded the motion. Upon roll call by the Clerk, the Ayes were Commissioners Brown, Edwards, Gay, and Dowdell. Nay was Commissioner Elias. The motion carried.

Commissioner Gay made a motion to approve Resolution No. 1306-2013 Florida Department of Transportation Maintenance Memorandum of Agreement. Commissioner Edwards seconded the motion. The ayes were unanimous.

**Presentation(s);**

**Citizens to be Heard:**

**Consent Agenda:**

*Memorandum of Agreement between the City of Quincy and Florida Department of Transportation*

Commissioner Gay made a motion to authorize the Mayor to execute the Memorandum of Agreement between the City of Quincy and Florida Department of Transportation. Commissioner Edwards seconded the motion. The ayes were unanimous.

*Capital Region Transportation Planning Agency Interlocal Agreement*

Mr. Harry Reed, Representative for Capital Region Transportation Planning Agency came before the Commission and presented an Inter-local Agreement. He stated this agreement would include the following: Counties of Gadsden, Jefferson, Leon, and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, Tallahassee; the Towns of Greensboro and Havana; and the Leon County School Board. The Manager stated that he commends Mr. Reed for his hard work and our area has received approximately \$48-\$50 Million dollars. Mr. Reed stated that

the language in the agreement was updated to be consistent with the federal laws. Commissioner Edwards made a motion to approve the Capital Region Transportation Planning Agency (CRTPA) Inter-local Agreement and authorize the Mayor to execute the Agreement. Commissioner Gay seconded the motion. The ayes were unanimous.

#### *City 119 Procedures*

Mayor Dowdell stated he doesn't normally do this but he is going to talk about the 119 procedures and asked the Attorney to stop him if he gets into the legal ramifications. Mayor Dowdell asked if someone could tell him if this was a 119 or a notice of a potential lawsuit and how did the document end up in the news media. He stated he had never seen it (meaning the 119 request), the Manager had never seen it and he did not think the Attorney had seen it. He stated he didn't know anything about the document until he spoke with WCTV. He asked can someone tell me if it was a 119 or a notice of a law suit. The Clerk replied she received a 119 on the 13th via fax and did not send the document to the news media. She stated that she was out of the office on Thursday and Friday. The Mayor asked her why she sent the document to the Commission. The Clerk stated that she sends all documents to the appropriate personnel as well as the City Manager. A brief discussion occurred between the Mayor and the City Clerk about the 119 Demand from David Hall's Attorney in reference to the Labor Day weekend. Commissioner Elias made a motion to move the agenda along. Commissioner Gay seconded the motion. The motion was not carried. The Mayor moved the agenda along.

#### *Foster and Foster 175/185 Pension - Withdrawn*

#### **Reports/Information:**

##### *Quincy Fire Department Monthly Report*

##### *Financials/P-Card Report*

Denise P. Hannah of 714 South 9<sup>th</sup> Street came before the Commission with a question for the City Manager. She stated that the City Manager had stated in the last meeting that the funds he paid for the promotional activities for the Fantasia concert were from the Recreation Budget.

Commissioner Elias stated that he had a concern with the latest financial report stating that as of August 31, 2013, accounts payable is \$1.8 million dollars, our unrestrictive reserves \$1.6 million dollars. Commissioner Elias stated this fiscal year, we voted to fund the reserves but he did not see any place wherein we had put any funds in the reserves. The Finance Director stated included in the Electric Reserves, we have three (3) reserves \$341,000 and to date we have \$62,000. Commissioner Elias stated that this Commission votes on one thing and management does another so we fall short on our projections.



Commissioner Gay stated that after several one on one meetings with the Manager, he wanted to go on record regarding his concerns of our finances. He stated that the Line-of-Credit with Capital City Bank was set up several years ago to meet some of our financial obligations like insurance payment, property taxes, and other financial obligations. He stated that in prior years going into a new budget year, we have had a 0 balance or we carried over \$300-\$400 hundred thousand dollars which was manageable but when he received the Financial Report, he noticed we are carrying over \$747,000 in our line of credit and stated he was very concerned. Our unrestrictive funds budgeted \$341,000 dollars and only received 18.25% of it; we only received 55% of the rate stabilization fund which he said was a big advocate. He stated we approved the budget tonight and Mr. McLean knows his expectation to timely pay our vendors both large and small.

Commissioner Edwards stated that he thinks everyone knows in this City, we are just like everyone else. We are not broke, we are financially challenged. We need to make sure that every penny is spent wisely; it is our citizens that pays the taxes and purchase our utilities we are responsible for. It is discerning when you are behind the eight ball in this City and in this County, that a political official would go to a TV station to put us in a bad position with our creditors.

Ms. Freida Bass-Prieto of 329 East King Street had the following concerns: She stated according to the report from June 30 until July 31, our reserves dropped \$65,500 dollars for the month of August, we didn't lose anything. According to Mr. McLean we had \$1.6 million dollars in the reserves, she stated we paid \$133,000 to the pension but that still leaves \$167,000 and wanted to know what happened to the funds. The City Manager stated he is confident in the reserves number of \$1.6 million dollars. The City Manager stated he would set up a workshop to talk about the budget.

**City Manager's Report(s):** Have already given his report.

**Interim City Attorney's Report(s):**

**Commissioners' Reports:**

Commissioner Elias stated since the City has been put on notice of a potential law suit from the Fantasia promoter, at what point and time would we be discussing the issue. The Interim City Attorney recommended to the Commission that the Commission meet with him to discuss.

Commissioner Elias requested a copy of the bank statement as it relates to the reserves.

Commissioner Elias made a motion to authorize the Clerk to sign off on all expenditures that have been voted on and approved by this Commission prior to paying. Commissioner Brown seconded the motion. The ayes were

Commissioners Brown and Elias. Nays were Commissioners Edwards, Gay and Dowdell. The motion did not carry.

Commissioner Elias asked if the Commission was going to address the resignation of the Main Street Director. Mayor Dowdell stated the Main Street Director is under the City Manager. The Attorney stated he would take the issue under advisement.

Commissioner Elias asked the status of the missing funds from Customer Service. The City Manager stated the amount was \$820.00 not \$1,400.00. Police Chief Sapp stated it is still under investigation.

Commissioner Elias stated the City has employee numbers; we also need position numbers for tracking purposes.

Commissioner Elias stated that the budget is not balanced, it does not account for the interest and we are carrying over approximately \$2 million dollars in debt.

Commissioner Gay – None

Commissioner Edwards stated he has not heard from the Actuary at Foster and Foster regarding the Police and Firemen pension and when he receives the information, he will let the Clerk know and the Clerk will give the information to the Commission.

Commissioner Edwards asked if we were going to workshop Ordinance No. 1058 Commission Rule of Order and Procedures. The Attorney suggested prior to the next meeting. The Mayor stated we would set up the workshop at the end of the meeting.

Commissioner Brown requested the information relating to the Clerk. The Attorney stated he would send it to all the Commissioners.

Commissioner Brown asked if the manhole covers were in. Mr. Banks, Public Works Director, stated that all of the manhole covers have been installed except for the one at the intersection of Calhoun and G F & A Drive. He stated a structure is going to have to build before the cover is installed.

Mayor Dowdell and the Commission agreed to set the workshop to discuss Ordinance No. 1058 on October 8, 2013 at 5:00 p.m.

Mayor Dowdell reported on a favorable meeting that he had with FDOT Secretary about our Business Park.

Mayor Dowdell stated that he don't know what is going on with TCC. He stated we don't want TCC to think we don't want to have them in Quincy.

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

APPROVED:

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Keith A Dowdell, Mayor and Presiding  
Officer of the City Commission and of  
City of Quincy, Florida

ATTEST:

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

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
OCTOBER 8, 2013  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, October 8, 2013, with Mayor Commissioner Dowdell presiding and the following present:

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

Also Present:

City Manager Jack L. McLean Jr.  
Interim City Attorney Jerry Miller  
City Clerk Sylvia Hicks  
Finance Director Theresa Moore  
Police Chief Walt McNeil  
Customer Service Director Ann Sherman  
Utilities Director Mike Wade  
Fire Chief Scott Haire  
Information Technology Director John Thomas  
Planning Director Bernard Piawah  
Accountant III Yvette McCullough  
Account Specialist Catherine Robinson  
Parks and Recreation Director Greg Taylor  
Public Works Director Willie Earl Banks, Sr.  
Executive Assistant to City Manager Cynthia Shingles  
System Analyst Chris Jordan  
Computer Technician David Rittman  
Human Resources Director Bessie Evans  
Police Captain Robert Mixson  
Police Officer Harold Barber  
Sergeant At Arms Assistant Chief Sapp

Also Present: County Commissioner Sherrie Taylor  
Ronald Thompkins TCB Watson Rice LLP

**Call to Order:**

Mayor Commissioner Dowdell called the meeting to order, followed by the Lord's Prayer and the Pledge of Allegiance.

## **Approval of Agenda**

Commissioner Gay made a motion to approve the agenda. Commissioner Brown seconded the motion. The ayes were unanimous.

## **Approval of Minutes:**

The Clerk advised the Commission that the minutes were not ready.

## **Public Hearings, Ordinances, Resolutions, and Proclamations:**

At a Public Hearing, Commissioner Gay made a motion to read Ordinance No.1058-2013 by title only. Commissioner Brown seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. The Clerk read the title as follows:

**AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA RELATING TO CITY COMMISSION RULES OF ORDER AND PROCEDURE; PROVIDING FOR AUTHORITY; REPEAL OF ARTICLE 2, CITY COMMISSION, DIVISION 2, RULES OF ORDER AND PROCEDURE OF THE CITY CODE; ADOPTION OF ARTICLE 2 CITY COMMISSION, DIVISION 2 , RULES OF ORDER AND PROCEDURES OF THE CITY CODE; FOR SEVERABILITY; AND AN EFFECTIVE DATE**

There were no comments from the audience.

Interim City Attorney Miller stated the motion should be to adopt the ordinance and amendments by the consensus of the Commissioner's workshop. The changes are as follows: **1)** section 2.53 should read City Manager or City Clerk **2)** section 2.66 (10) change from 20 to 10 **3)** section 2.71 deletion of the following sentence "No action taken by the Commission shall be deemed void or invalid of the failure to adhere to the provision of Roberts Rules of Order, those rule of order and procedure, except as may otherwise be provided by law".

Commissioner Edwards made a motion to approve Ordinance No. 1058-2013 on second reading with amendments. Commissioner Gay seconded the motion with the following comments: He thinks this is a good Ordinance and it brings our procedures into compliance with state statutes, gives our citizens more rights to participate in meetings and protects our integrity. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay and Dowdell. Nay was Commissioner Elias. The motion passed 4 to1.

The following Proclamations were presented:

A Proclamation for Domestic Violence Awareness

A Proclamation for National Breast Cancer Awareness Month

## **Presentations:**

Police Chief Walt McNeil and Police Captain Robert Mixson thanked the Commission for allowing them to purchase the equipment to enhance their job performance. He stated that the Computer Aid Dispatch (CAD) has the capability to monitor crime and potential crime areas. It also allows an officer to complete their reports in the field thus saving valuable time by not coming to the office to complete a report.

## **Discussion(s):**

*Request for Authorization to engage IFAS and the Adjacent Property Owners around the I-10 Intersection for Annexation*

Bernard Piawah, Building and Planning Director came before the Commission to request authorization to engage IFAS and the adjacent property owner (Shaw) around the I-10 intersection for annexation. Mr. Piawah stated that the proposed annexation is approximately 1,706 acre. Mr. Piawah stated that the City currently provides electric, water and sewer services to IFAS. Currently, the City is serving the sewer needs of the hotels located at the intersection through a force main located in the vicinity of the Hampton Inn.

Denise Hannah of 714 South 9<sup>th</sup> Street asked how this would affect the Shiloh Community. The Manager stated that a public hearing will be held for anyone to express their views but Shiloh Community is not affected by the proposed annexation.

Commissioner Gay stated that half of the proposed property to be annexed is tax exempt. He asked the Manager did he anticipate any fiscal responsibility on this year's budget. The Manager stated there will be no fiscal responsibility on this year's budget.

Commissioner Gay made a motion to authorize City staff to file a comprehensive plan and rezoning application and initiate an annexation for the identified property owners and other property owners around the I-10 intersection. Commissioner Edwards seconded the motion. The ayes were unanimous.

## **Report(s)/Information:**

*Wastewater Treatment Plant Permit Update*

Mike Wade Utilities director reported to the Commission that the City had submitted an application for a permit to operate the Wastewater Treatment Plant. He stated the notable changes were **1)** copper monitoring was reduced from monthly sampling to quarterly sampling **2)** zinc monitoring requirement was eliminated **3)** mercury testing was added; 4 tests over the next year **4)** FDEP

summarizing the results and an evaluation for achieving the Mercury water quality criteria.

**City Manager's Report(s):**

Fire Chief Haire reported that this is Fire Prevention Week and will be hosting children for visits at the Fire Station. He also reported that the Fire Department will be installing smoke detectors by request at no charge. The Theme for this year is Preventing Kitchen Fires. He also reminded the citizens to get out and stay out and call 911 if there is a fire.

City Manager McLean reported that the #211 connects you to services that are useful to the Community.

City Manager McLean reported that contract negotiations on the FMPA wholesale power will begin soon, the Contract ends December 2015.

City Manager McLean requested an Executive Session to discuss the PBA Negotiations.

Commissioner Elias asked the status of the Audit.

Ronald Thompkins apologized for his absence at the last meeting he became a new granddad. He reported that resources have been brought into the City to assist with the financials. The Manager stated he has, via email, informed the Commission that he has hired a firm to assist with the reconciliation of the financials. The amount spent to date is \$2,500 and the hourly rate is the same as the current auditor.

**City Attorney's Report(s)**

Interim City Attorney Miller reported that November 30<sup>th</sup> ends his contract. He stated if he is selected, his proposal would include travel time and expenses in the contract and he is prepared to give the proposal to the Manager to present to you for consideration. Commissioner Elias asked if a lawsuit has been filed against the City regarding the concert. Mr. Miller stated yes, a 119 suit has been filed and is placed with your insurance. Commissioner Elias asked at what time will we be having an Executive Session. Mr. Miller stated that will be a call of the counsel of the case.

**Commissioners' Report(s):**

Commissioner Elias reported that on October 16, 2013 at 6:30 p.m. a District 3 meeting will be held at the County Chamber.

Commissioner Elias stated that the East Gadsden Parade will be shown on Channel 13 immediately following the meeting.

Commissioner Elias asked the status of the theft at Customer Service. Chief McNeil stated that the investigation is ongoing and can't elaborate.

Commissioner Elias asked if the spreadsheets on the financial reports have been fabricated. The Manager stated no.

Commissioner Elias asked if the reserves have been manipulated. The City Manager stated no.

He stated in his opinion, the funds have been fabricated or manipulated and asked what is going on with the reserves.

Commissioner Elias stated when you give us the financial reports are the reports accurate. The finance Director stated yes.

Commissioner Elias asked was the amount that was taken from our reserves \$168,289. He stated that the agenda item was for \$126,635. The Manger stated the Commission authorized \$168,289 from the reserves. Commissioner Elias stated what Mr. McLean just said was a lie. The Manager stated you are calling me a liar now. Commissioner Elias stated he did not call the Manager a liar, he said what he just said was a lie.

Commissioner Elias stated the Manager can't be trusted with our finance

Commissioner Elias made a motion to relieve the Manager of his duties. Commissioner Brown seconded the motion. The Attorney stated there's a code requirement that provides for a notice relating to discharging the Manager. Commissioner Elias rescinded his motion and Commissioner Brown rescinded his second.

Commissioner Elias made a motion to authorize the Attorney to begin proceeding to relieve the City Manager of his duties. Commissioner Brown seconded it. The Attorney read 3.02 of the Charter Agenda Item, to remove the City Manager; it must be placed on the agenda at least two (2) weeks prior to any action being taken following the said two weeks' notice of a public hearing. The City Commission may, by resolution, remove the City Manager by 3/5 affirmative votes of the Commission. Mayor Dowdell stated that the motion was not proper and was not accepted.

Commissioner Elias made a motion to place on the agenda the removal of the City Manager for the next meeting. Commissioner Brown seconded the motion.

Commissioner Gay stated he is deeply concerned with our Finances and lack of information of withdraws from the reserves and requested a workshop to discuss the withdrawal policy, reserves, finance over all management, discuss the Attorney's Contract or the submittal of the RFP for a City Attorney.



Commissioner Gay thanked the Recreation Director and his staff for his commitment to his job and told him to keep up the good work.

Commissioner Edwards stated when you publicly call someone a liar, it is despicable and Ethics should look into the matter.

Commissioner Edwards stated that he had spoken with the Manager on his issues.

Commissioner Edwards stated that a former employee that served the City over 15 years, Mike Sheldon, passed away and requested a Resolution be sent to his family.

Commissioner Brown stated that the resident at 504 4<sup>th</sup> Street has a problem with her drive way.

Cutting down the trees on GF&A Drive, the road sign needs to be put back up. Commissioner Brown stated that Stewart Street needs to be cleaned up, the vines are on the sidewalk.

Commissioner Brown requested the 300 page document that was sent to David Hall's Attorney.

Commissioner Brown stated the stop sign at Calhoun and Clark Streets, people are running the stop sign.

Mayor Dowdell stated he had a teleconference with FDOT regarding Economic Development.

Mayor Dowdell reported that he did not make the meeting with TCC.

Mayor Dowdell reported that the new Interim CRA Director will start tomorrow and we need to meet for the approval of her contract.

Mayor Dowdell apologized to Ms. Frieda Bass Prieto.

Mayor Dowdell reported that the order of business will allow the citizens to speak to items on the agenda. The Attorney stated that there is also a public hearing that allows citizens to be heard.

Commissioner Elias asked who will be attending the Executive Session. The Manager stated a member from the Attorney's Office, the Police Chief, or Assistant Chief, Human Resources Director.

The Commission agreed to hold an Executive Session on October 22, 2013 to discuss the PBA negotiations.

The Commission agreed to hold a workshop to discuss our Finances on October 14, 2013 at 6:00.

The Commission agreed to hold a Special Meeting to discuss the Interim CRA Director contract and update October 14, 2013 at 5:30 p.m.

Commissioner Elias asked the Attorney if we had to wait another two weeks after the item is placed on the agenda to remove the City Manager. The Attorney stated the Clerk will have to advertise it as a public hearing and the matter can be addressed at the next meeting.

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

APPROVED:

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Keith A. Dowdell, Mayor and Presiding  
Officer City Commission and 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

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

SPECIAL MEETING  
OCTOBER 14, 2013  
6:00 P.M.

The Quincy City Commission met in special session Monday, October 14, 2013, with Mayor Commissioner Dowdell presiding and the following present:

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

Also Present:

City Manager Jack L. McLean Jr.  
City Clerk Sylvia Hicks  
Finance Director Theresa Moore  
Human Resources Director Bessie Evans  
Interim CRA Director Regina Davis  
Account Control Specialist Catherine Robinson  
Executive Assistant to the City Manager Cynthia Shingles  
CRA Advisory Board Member Doris Milton Jackson  
CRA Advisory Board Member Earlene Taylor  
Sergeant at Arms Captain Troy Gilyard

Mayor Dowdell called the meeting to order.

The purpose of the Special Meeting is to approve Commissioner Brown's Travel and P-Card expenditures.

Commissioner Edwards made a motion to approve the travel and p-card expenditures of Commissioner Brown. Commissioner Brown thanked the Commission for allowing him the opportunity to attend the class for newly elected officials presented by the Florida League of Cities. The ayes were unanimous.

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

APPROVED:

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Keith A. Dowdell, Mayor and Presiding  
Officer of the City Commission and of  
City of Quincy, Florida

ATTEST:

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

# TANAYARD CREEK AMPHITHEATRE CONTRACT



Exhibit A

THIS PERMIT AGREEMENT ("Agreement"), made and entered into this 23rd day of September, 2013, by and between the City of Quincy by and through its authorized representative, herein referred to as (the "City") and North Florida Educational Development Corp., a (n) (individual) (the "Lessee").

## WITNESSETH:

WHEREAS, the City is the owner and operator of the facility known as "Tanyard Creek Park Amphitheatre" herein referred to as ("Amphitheatre") located in the City of Quincy, FL; and

WHEREAS, The City desires to make available said Amphitheatre on a rental basis for non-city sponsored, co-sponsored and sponsored event(s) for the purpose of the promotion of the arts, music, civic, business, social and recreational activities that have socially acceptable value for the enjoyment of the citizens and visitors of the Community, herein referred to as ("Activity/Activities"), and

NOW THEREFORE, for and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

### I. LESSEE INFORMATION

#### LESSEE

Lessee (Name of Company, Corporation, Organization or Individual):

North Florida Educational Development Corporation

Address:

P. O. Box 550, Gretna, Florida 32332

Contact Name(s): Carolyn Ford Phone: 850-627-2417

Phone: \_\_\_\_\_

E-mail address: bossNFEDC@gmail.com

## II. ACTIVITY INFORMATION

### CLASSIFICATION

All Activities at the Amphitheatre shall be classified as one of the following; City Sponsored, Private/Commercial Activity, Promotional/Commercial Activity, and Professional Promotional Activity. See Classification information as outlined in Rules and Regulations. This Activity will be classified as a \_\_\_\_\_ Activity and for no other purposes without the written consent of the City.

### ACTIVITY

Activity - Full description and/or name of show, function or activity for which the facility is to be rented, including name of principal performer/activity (use reverse side if additional space is needed).

The First Annual Big Bend Cultural and Diversity Harvest Festival

Our goals are to build bridges between the African Americans and the Hispanic communities;

Celebrate successful African American families in Gadsden County; and promote small businesses throughout the community.

This is a community-wide free event

Name and location of auditorium(s), facility(s) and/or hall(s) which have previously been leased by applicant:

Kelly-Campbell Center - Cooper Street

Estimated number of: Spectators \_\_\_\_\_ Performers (acts) \_\_\_\_\_

Day(s) of Activity: December 7, 2013

Activity/Event Begins: Dec. 6, 2013 Activity/Event Ends: Dec. 7, 2013  
Promotions Set-up Date: Dec. 6, 2013 Promotions Set-up Time: 3 p.m.  
Promotions Take Down Date: Dec. 7, 2013 Promotions Take Down Time: 9 p.m.  
Lights/Sound Set-up Date: Dec. 7, 2013 Lights/Sound Set-up Time: 1 p.m.  
Lights/Sound Take Down Date: Dec. 7, 2013 Lights/Sound Take Down Time: 9 p.m.  
Performer/Activity Load in Date: Dec. 7, 2013 Performer/Activity Load in Time: 3 p.m.  
Performer/Activity Load out Date: Dec. 7, 2013 Performer/Activity Load out Time: 9 p.m.  
Vendor Set-up Date: Dec. 7, 2013 Vendor Set-up Time: 3 p.m.  
Vendor Take Down Date: Dec. 7, 2013 Vendor Take Down Time: 6 p.m.  
Traffic Control Set-up Date: Dec. 7, 2013 Traffic Control Set-up Time: 10 p.m.  
Traffic Control Take Down Date: Dec. 7, 2013 Traffic Control Take Time: 7 p.m.  
Gate Time Prep: \_\_\_\_\_ Gates Open: \_\_\_\_\_  
Gate Time Close: \_\_\_\_\_ Gate Take Down: \_\_\_\_\_  
Take Down Complete: \_\_\_\_\_

**ACTIVITY DETAILS**

Admission Fee Yes \_\_\_\_\_ No X

Alcohol Sales (licensed vendor only) Yes \_\_\_\_\_ No X

Alcohol Permitted (Spectators) Yes \_\_\_\_\_ No X

Donations Collected Yes \_\_\_\_\_ No X

Food/Soda Sales Yes \_\_\_\_\_ No X

Food/Soda Permitted (Spectators) Yes \_\_\_\_\_ No X

Gated Event Yes \_\_\_\_\_ No X

Live Music Yes X No \_\_\_\_\_

DJ Yes X No \_\_\_\_\_

Merchandise Sales Yes  No

Ticket Sales/Takers Yes  No

Security Required Yes  No

Volunteers Yes  No

If having merchandise sales, what type of items do you plan to sell?

T -Shirts  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If having admissions/ticket sales, what type of admissions/sales will take place?

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ticket/Donation Price(s): Advance \_\_\_\_\_

Gate \_\_\_\_\_

Other \_\_\_\_\_

**EQUIPMENT DETAILS**

Audio (Lessee) Yes  No

Video System (Lessee) Yes  No

Generators (Lessee) Yes  No

Grills/BBQ (Lessee) Yes  No

Lighting (Lessee) Yes  No

Display Screens (Lessee) Yes  No



Tents (Lessee)	Yes <u>X</u>	No <u>      </u>
Tables (Lessee)	Yes <u>X</u>	No <u>      </u>
Chairs (Lessee)	Yes <u>X</u>	No <u>      </u>
Trash Receptacles (House)	Yes <u>X</u>	No <u>      </u>
Trash Receptacles (Lessee)	Yes <u>X</u>	No <u>      </u>

**PROMOTION/ADVERTISING DETAILS**

Indicate Activity promotion:

Big Bend Area

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Newspapers  
(name) Gadsden County Times, Tallahassee Democrats, Havana Herald

TV (stations) WCTV, WTXL

Radio (stations) 96.1

Websites

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Posters/Fliers (locations) All over the Big Bend Area

Direct Mail Merchants in the Big Bend

Other

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**III. LEASE OF AMPHITHEATRE**

The City hereby leases to the Lessee and the Lessee hereby leases from the City, said Amphitheatre for Activity and according to the terms and conditions specified.

The City leases the Amphitheatre to the Lessee only for the above stated/described Activity. The Lessee may occupy the above stated/described Amphitheatre for the said Activity. Occupancy of the Leased Amphitheatre, the Lessee shall pay to the City the stated amount (s).

**FEES AND DEPOSITS.** Lessee hereby submits to the City and the City hereby acknowledges receipt of the following:

1. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars \$\_\_\_\_\_ ) which Lessee agrees constitutes as a non-refundable security deposit at the time of reservation for the rental of the Amphitheatre for the above-stated purpose on the date(s) and time(s) indicated.
2. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ), which Lessee agrees constitutes as a damage deposit for the Activity on the date(s) and time(s) specified above. The City agrees to return this damage deposit to the Lessee within (30) thirty days following conclusion of the Activity, provided the Lessee has satisfied all requirements set forth in the terms and specified.
3. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) directly to City of Quincy off duty police officers for security at the conclusion of the Activity.

**PERMITS AND NOTICES.** All permits and notices to the City regarding the Agreement shall be directed to: **CITY OF QUINCY, RECREATION DEPARTMENT, (850) 618-0030.** The Lessee hereby designates as contact person having the authority to make all decisions on behalf of Lessee regarding this Agreement the following individual (if different than Lessee):

NAME: Carolyn Ford ADDRESS P.O. Box 550  
CITY: Gretna STATE: Florida ZIP: 32332  
HOME PHONE: 850-627-2417 BUSINESS PHONE: 850-856-5025  
CELL 850-933-9404 E-MAIL bossNFEDC@gmail.com

**COMPLIANCE WITH LAWS AND FACILITY RULES.** The Lessee and Lessee's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Amphitheatre. Additionally, Lessee acknowledges receipt of the Amphitheatre Rental Rates, Rules and Regulations (the "Amphitheatre Rental Rates") attached as Exhibit A. The Lessee shall reimburse the City for all damage to the Amphitheatre and property arising from the Activity caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear excepted.

**LESSEE'S RELEASE AND HOLD HARMLESS.** In consideration of being permitted to rent the Amphitheatre for the Activity, the Lessee agrees as follows:

"No liability either expressed or implied, will be incurred by the City of Quincy, its agents, servants, and employees, arising out of the use of the Amphitheatre by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified above. Lessee agrees to indemnify and save harmless the City of Quincy, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee, its agents, servants or employees, including any and all expenses, legal or otherwise, which may be incurred by the City of Quincy or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City of Quincy or its agents, servants or employees contributed to such injury or damage."

**INSURANCE.** At the City's discretion, Lessee will be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. This insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Activity for which the Amphitheatre is rented. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Quincy as an additional insured two weeks prior to the Activity. See Exhibit A for full requirements.

**LESSEE'S REPRESENTATIONS.** If a corporation/partnership, the Lessee represents and warrants to the City that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.

**MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Florida.

In Witness whereof the parties have executed this Agreement as of the date first above written.

As the Lessee of the Amphitheatre and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Quincy and Quincy Parks and Recreation Department in regards to the rental and/or use of the Amphitheatre and I agree to the above indemnification.

Lessee:  
North Florida Educational Development Center

BY: Carolyn Ford

TITLE: Executive Director

DATE: September 23, 2013

City of Quincy:

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: October 22, 2013

Date Submitted: October 16, 2013

To: Honorable Mayor and Members  
of the Commission

From: Jack L. McLean Jr., City Manager  
Willie Earl Banks, Public Works Director

Subject: Interlocal Agreement with the Board of County  
Commissioners for Unpaved/Paved Road Maintenance for  
FY 2013/2014

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**Issue:**

This agenda item is regarding a request for approval by the City Commissioners and requires the signature of the Mayor for processing.

**Background:**

For several years, the City of Quincy and the County Commissioners have entered into an Interlocal Agreement to cover paved and unpaved streets in the City of Quincy. You will find the streets in Attachment A and the billing rate table in Attachment B.

**Analysis:**

The purpose of the Interlocal Agreement is to provide a mechanism to release funds from the City to the County when requested.

**Options:**

- Option 1.** Approve the Unpaved/Paved Road Maintenance Interlocal Agreement for FY 2013/2014 and authorize the Mayor to execute all documents.
- Option 2.** Do not Approve the Unpaved/Paved Road Maintenance Interlocal Agreement for FY 2013/2014.

**Staff Recommendation:**

**Option 1.** Approve the Unpaved/Paved Road Maintenance Interlocal Agreement for FY 2013/2-14 and authorize the Mayor to execute all documents.

**Attachment:**

- A. Interlocal Agreement between the City of Quincy and Gadsden County Board of County Commissioners.



DATE 10/14/13  
CITY MANAGER'S OFFICE

COMMISSIONERS:  
ERIC F. HINSON  
District 1  
DOUGLAS M. CROLEY  
District 2  
GENE MORGAN  
District 3  
BRENDA A. HOLT  
District 4  
SHERRIE D. TAYLOR  
District 5

**GADSDEN COUNTY**  
**Board of County Commissioners**  
DEPARTMENT OF PUBLIC WORKS

ROBERT M. PRESNELL  
County Administrator

CURTIS P. YOUNG  
Director

October 7, 2013

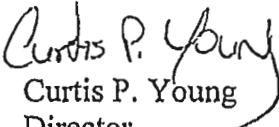
Mr. Jack McLean, City Manager  
City of Quincy  
121 E. Jefferson Street  
Quincy, FL 32354

Dear Mr. McLean,

Enclosed is the Interlocal Agreement for unpaved/paved road maintenance for FY 2013/2014. This Agreement has already been approved by the Board of County Commissioners and needs your signature for processing.

If you have any concerns, questions or changes, please contact me at your earliest convenience.

Sincerely,

  
Curtis P. Young  
Director

## INTERLOCAL AGREEMENT

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter, the "County"), and the City of Quincy, a municipality within the County of Gadsden (hereinafter, the "City").

The City has determined that it may need to request the services of the County to assist with maintenance or special project needs:

It is agreed to by and between the City and the County as follows:

1. During the term of this Agreement, the County, upon the City's request, subject to availability, and in consideration for payment from the City as provided herein, shall perform the maintenance requested by the City on the paved and unpaved roads and streets within the incorporated boundaries of the City, as set forth in Exhibit "A." Maintenance shall include asphalt repair and dirt road grading only. The County shall only perform maintenance at the City's express request, and shall not be responsible for identifying or advising the City of needed maintenance. The County may, in its sole discretion, decline to perform any requested work.
2. The City Manger of the City or his/her authorized designee shall be the agent of the City for administration and implementation of this Agreement, and shall be responsible for making requests for any desired maintenance to the Gadsden County Public Works Department. The County will undertake reasonable efforts to commence and complete the requested work subject to the availability of County equipment, personnel and materials. Such work shall be performed to applicable County standards, unless otherwise agreed in writing between the parties.
3. During the term of this Agreement, should the City desire County assistance with a special project, the City shall provide a written request submitted to the County Administrator. If the County Administrator determines that the requested special project is appropriate for County assistance, the County shall provide a written quotation to the City for the work requested. The written quotation will take into account, in addition to all costs, fees, and expenses, salaries, wages, and overtime. Special projects shall include, but not be limited to, maintenance to athletic fields, ditches, drainage structures, and rights-of-way. If the written quote is approved by the City, then upon receiving written notice of approval, the County will schedule and perform the approved work subject to availability of County equipment, personnel, and materials.
4. As compensation for the maintenance requested by the City, the City shall pay the County based upon services rendered at the rate(s) indicated in Exhibit "B."

5. If the City does not agree with billing fees for work performed, it may contact the County Administrator for resolution of billing disputes. The County Administrator shall have the sole authority to resolve all billing disputes.
6. Should the City be in payment default of more than 30 days, the County Administrator shall cease all work under this Agreement, unless prior payment arrangement has been made and agreed upon between the City and the County.
7. The City acknowledges past and present jurisdiction over and maintenance responsibility for any public property upon which any maintenance is requested or performed pursuant to this Agreement, regardless of current record title ownership of the property. To the extent that the County has not formally granted, donated, dedicated, or otherwise conveyed title to, jurisdiction over, or responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, the County hereby grants, donates, dedicates, releases, remises, and/or quitclaims title to, jurisdiction over, and responsibility for such public property to the City, finding that such conveyance is in the public interest. To the extent that the City has not formally accepted or acknowledged title, jurisdiction, and maintenance responsibility for the public property upon which any maintenance is requested pursuant to this Agreement, approval and execution of this Agreement by the City shall constitute formal acknowledgment and acceptance of such title, jurisdiction, and responsibility. A non-exclusive list of the roads, streets, and public areas for which title, jurisdiction, and maintenance responsibility are, to the extent necessary, hereby formally acknowledged and accepted by the City is attached as Exhibit "A." The foregoing is not an acknowledgement or assertion by the County that the County has or had any title, jurisdiction, or maintenance responsibility for the roads, streets, or other public areas upon which maintenance is requested or performed pursuant to this Agreement, but is a release of any such title, jurisdiction, or maintenance responsibility that the County may have. In entering into and performing any work pursuant to this Agreement, the County is acting solely in its capacity as an independent contractor and is not asserting, taking or exercising custody, control, ownership, or possession of the subject property. The execution of or performance of any work pursuant to this Agreement shall not render the County responsible, in whole or in part, for any past, present, or future maintenance or liability.
8. The agreement remains in effect from the date of execution until September 30, 2014.
9. Either party may terminate this Agreement in total, with or without cause, by providing 30 days' written notice of its intent to terminate. In the event of termination, the City shall continue to be responsible for payment of all amounts due for work performed during the term of this Agreement.
10. The City expressly recognizes and acknowledges that it is solely responsible for the streets, roads, and other public areas within and under its jurisdiction which are the subject of this Agreement, and the County shall have no liability or responsibility for any damages or injury which may occur on or be related to the streets, roads, and other public areas within and under the City's jurisdiction which are the subject of this Agreement.



The City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of enforcing a claim due to an injury or damage allegedly occurring on or related to the streets, roads, or other public areas within and under the City's jurisdiction which are the subject of this Agreement.

11. The relationship between the County and the City is such that the County shall be an independent contractor for all purposes. Neither the County nor any agent or employee thereof shall be an agent or employee of the City for any reason. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF QUINCY, FLORIDA

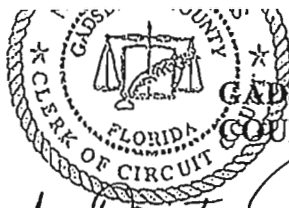
By: \_\_\_\_\_  
\_\_\_\_\_, CITY CLERK

By: \_\_\_\_\_  
\_\_\_\_\_, MAYOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
\_\_\_\_\_, CITY ATTORNEY

ATTEST:



GADSDEN COUNTY, FLORIDA BOARD OF  
COUNTY COMMISSIONERS

By: *Nicholas Thomas* Deputy By: *Douglas Croley*  
NICHOLAS THOMAS, CLERK DOUGLAS CROLEY, CHAIR

APPROVED AS TO FORM:

By: *Deborah S. Minnis*  
DEBORAH S. MINNIS, COUNTY ATTORNEY

## ATTACHMENT A

The following are paved and unpaved streets in the City of Quincy, Florida that are to be covered by the Inter-Local Agreement between the City of Quincy and Gadsden County Board of County Commissioners.

Eleventh Street  
Fletcher Drive  
GF&A Drive  
Green Street  
Kent Street  
Orlando Street  
Valley Drive

**Bidding Rate Table**

**Road Scraping (Basis for Hourly Rate)**

	<u>Duration</u>	<u>Item</u>	<u>Hourly Rate</u>	<u>Fringes</u>	<u>Total</u>
1	15 mins	Secretary	\$14.70	51.79%	\$ 5.58
2	15 mins	Billing - Office Manager	\$19.10	51.79%	\$ 7.25
3	10 mins	Operations Supervisor	\$20.98	51.79%	\$ 5.31
4	1 hour	Grader Operator	\$16.17	51.79%	\$ 24.54
	1 hour	Grader	\$22.00		\$ 22.00
	1 hour	Fuel	\$61.49		\$ 16.49
	1 hour	Insurance	\$0.80		\$ 0.80
					-----
					\$ 81.97
Contingency to cover unexpected damages					\$ 8.03
					-----
Estimated hourly cost for providing work related to scraping roads					<b>\$ 90.00</b>

**Other Materials & Services (per ton)**

	<u>Costs</u>
Cost of #57 Rock per ton	\$ 21.00
Cost of Crushed Concrete per ton	\$ 12.00
Cost of Granite Rock	\$ 37.25
Cost of Limerock per ton	\$ 12.00
Cost of Millings per ton	\$ 16.75
Cost of Sand per ton	\$ 5.34
Cost of Sandy Clay per ton	\$ 8.75
Cost of Shellrock per ton	\$ 10.00
Cost of Top Soil per ton	\$ 16.25

**Equipment & Operators (per hour)**

Cost of Back Hoe per hour w/Operator	\$ 45.00
Cost of Boom Mower per hour w/Operator	\$ 75.00
Cost of Dump Truck per hour w/Operator	\$ 45.00
Cost of Excavator/ditch cleaning (Gradall) per hour w/Operator	\$ 75.00
Cost of Front-End Loader per hour w/Operator	\$ 50.00
Cost of Grabber Truck per hour w/Operator	\$ 45.00
Cost of Grader w/Operator	\$ 45.00
Cost of Grader w/side arm (sloper) & Operator	\$ 50.00
Cost of Inmate Van per hour w/Supervisor	\$ 45.00
Cost of Jetter Truck per hour w/Operator	\$ 150.00
Cost of Maintenance Worker I per hour	\$ 9.86
Cost of Roller w/Operator	\$ 50.00
Cost of Small Tractor per hour w/Operator	\$ 25.00
Cost of Sweeper w/Operator	\$ 30.00
Cost of Track Hoe per hour w/Operator	\$ 75.00
Cost of Tractor per hour w/Operator	\$ 50.00
Cost of Tractor w/Tiller per hour w/Operator	\$ 45.00

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: October 22, 2013

Date Submitted: October 16, 2013

To: Honorable Mayor and Members  
of the Commission

From: Jack L. McLean Jr., City Manager  
Willie Earl Banks, Public Works Director

Subject: Approval of Fuel Services Inter-Local Agreement

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**Statement of Issue:**

This agenda item seeks Board approval to enter into an Inter-Local Agreement with the Board of County Commissioners for the dispensing of fuels.

**Background:**

Gadsden County has been providing Fuel Services to the City of Quincy since the mid 1990's. During this timeframe, no significant agreement existed outlining the relationship between the County and the City of Quincy.

**Analysis:**

In order to ensure the County's interest as a vendor for Fuel Services to the City of Quincy, the County Commissioners directed a policy and agreement be developed by staff in early 2012.

Specific protection for the County's interest includes:

- A five year team.
- Tracking of the Fuel Services rendered via Pro-key Technology (system already in place).
- A small surcharge to cover administrative and system maintenance costs.
- Billings will be sent by the 15<sup>th</sup> of each month.
- Payments are to be made via the Prompt Payment Act (F.S. 218.74) which states payments are to be made within 30 days of receipt of invoice. If payments are not made in a timely manner twice, the agreement may be terminated by the County.
- Either party may terminate this agreement with 60 days written notice provided.

**Fiscal Impact:**

Infrastructure and billing are already in place. The services have been rendered for approximately 15 years. No additional fiscal impact is anticipated at this time.

**Options:**

- Option 1.** Approve the Fuel Service Agreement and authorize the Mayor to execute all documents.
- Option 2.** Do not approve the Fuel Service Agreement.

**Staff Recommendations:**

Option 1

**Attachment:**

- A. Fuel Services Agreement.



RECEIVED  
DATE 10/16/13  
CITY MANAGER'S OFFICE

COMMISSIONERS:  
ERIC F. HINSON  
District 1  
DOUGLAS M. CROLEY  
District 2  
GENE MORGAN  
District 3  
BRENDA A. HOLT  
District 4  
SHERRIE D. TAYLOR  
District 5

GADSDEN COUNTY  
Board of County Commissioners  
DEPARTMENT OF PUBLIC WORKS

ROBERT M. PRESNELL  
County Administrator

CURTIS P. YOUNG  
Director

October 9, 2013

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

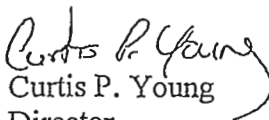
Re: Inter-Local Agreement for Fuel Services with Gadsden County

Dear Mr. McLean,

In the Regular Business Meeting of the Gadsden County Board of County Commissioners on October 1, 2013; the subject inter-local agreement was approved to be distributed to our current customers utilizing the fuel distribution centers.

If you wish to continue to utilize the fuel distribution centers, please execute the attached inter-local agreement and return to our office as soon as possible. Once we have your signed agreement, the Board of County Commissioners' Chairperson will sign and return a copy to you.

Sincerely,

  
Curtis P. Young  
Director

**GADSDEN COUNTY BOCC  
INTER-LOCAL SERVICE AGREEMENT  
FOR DISPENSING AND BILLING OF MOTOR FUEL**

This agreement is made and entered into on the \_\_\_\_\_ Day of \_\_\_\_\_ (Month) AD, (year) \_\_\_\_\_ by and between Gadsden County, Florida and (entity) \_\_\_\_\_ (hereinafter referred to as Recipient) acting by and through its Board of County Commissioners, hereinafter referred to as the County. Chapter 125 of the Florida Statutes empowers the County to conduct general Governmental Operations for a Public Purpose, Administrative Services, Dispensing and Billing of Motor Fuel.

WITNESSETH, that the County and the Recipient agree as follows:

**ARTICLE I: AUTHORITY**

The County and Recipient enter into this Inter-local Service Agreement for the provision of Public Works Department fuel dispensing services in accordance with Chapter 125 of the Florida Statutes.

**ARTICLE II: SERVICES PROVIDED**

County shall make available to Recipient(s), the County's fuel pumps located at the Public Works Department and the Sheriff's Garage in order that the Recipient can fuel its vehicles. County shall supply Recipient with a key (Pro Key®) which will allow access to the County's fuel pumps and which will also keep a separate accounting of the fuel used. The Recipient shall pay County for fuel use as provided for in Article V.

**ARTICLE III: FUEL USE RECORDS**

The number of gallons of fuel used by Recipient will be tracked by the fuel pump key system and will be billed to the Recipient as a direct reimbursement based on the current costs incurred by the County under the State of Florida's Vendor Agreement. The County Public Works Fuel Manager shall keep fuel logs for each vehicle and submit copies of them to the County on a monthly basis in order that the County can determine the breakdown between gasoline and diesel fuel and bill the Recipient accordingly. Recipient is responsible for all ProKeys® issued to their departments and transactions processed with Pro-Keys® issued to Recipient, therefore Pro-Keys® should be secured and user IDs kept confidential. In the event a Pro-key® or User ID is compromised, it is the Recipient's responsibility to contact the Fuel Manager to deactivate said Pro-key® or User ID. Recipient shall notify the Fuel Manager within 10 days of learning that the Pro-key® or User ID has been compromised. All fuel dispensed or charges incurred up to the date of notification will be billed to Recipient. If a Pro-Key® is lost or otherwise misplaced, a replacement Pro-Key® can be re-issued for a \$10.00 administrative charge.



#### ARTICLE IV: REPORTS AND MEETINGS

The County and Recipient's Administrators and/or their assigned representatives shall meet as needed to coordinate and resolve any issues that arise during the term of this agreement.

#### ARTICLE V: BILLING AND PAYMENT

##### A. Administrative Fee

An Administrative Fee of .06 cent per gallon shall be charged by the County and paid by Recipient to cover the administrative/maintenance costs.

##### B. Fuel Use Billing

As indicated in Article III, the actual gallons of fuel used will be billed to Recipient based on the current cost County is paying under the State of Florida Pricing Contract's Vendor Agreement. Invoices will be calculated from Recipient transactions and sent to entity by the 15<sup>th</sup> day of each month.

##### C. Payment

All charges billed by the County shall be paid by Recipient in accordance with the prompt payment act Florida Statute 218.74. If Recipient fails to make a payment in a timely manner twice, this agreement may be terminated by the Provider. In the event of termination, Recipient shall be responsible for all costs incurred to the date of termination as well as any costs associated with the termination of this agreement.

#### ARTICLE VI: DISPUTES

In the event of a dispute between parties, it is agreed that such disputes may be resolved by contacting the County Fuel Management team at 850-875-2987.

#### ARTICLE VII: MEMBERSHIP IN GADSDEN COUNTY BOCC FUEL SYSTEM

- A. Recipient agrees that it shall become a member of the Gadsden County Fuel System. Since the fuel being supplied to the Recipient is currently being purchased through Gadsden County BOCC. Recipient shall make application to the County in an expeditious manner.
- B. New users, new vehicles, changes to user rights and vehicles modified in the Gadsden County Fuel System will be entered or modified only at the request of the authorized agent of the Recipient with fuel system forms filled out completely and signed by the authorized designated person for that Recipient.

ARTICLE VIII: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

The duration of this contract shall be for a five year (5) period commencing upon the execution of, this contract subject to termination during the five year period as set out in subsection B below. This contract may be renewed for subsequent five year periods upon review and approval by both parties. The approval of each subsequent renewal shall be in writing. Each subsequent renewal period shall be subject to termination during the renewal period as set out in subsection B below.

B. Termination

Either party may terminate this agreement by giving the other party 60 days written notice of its intent to terminate. In the event of termination, recipient shall be responsible for paying any outstanding charges owed to County up to the effective date of the termination.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each entity or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

D. Interpretation and Litigation

Any questions regarding proper interpretation of the terms of the agreement shall be submitted by the Clerk of Gadsden County, to the County attorney of the Provider for interpretation. Absent a unanimous opinion, the requesting party may terminate their participation in the agreement or file an action in a court of competent jurisdiction with venue in Gadsden County. Each party shall bear its own cost of any litigation. In the event of a dispute in which the County is named as a party, the Recipient shall bear the costs of County's attorneys' fees and costs in such action in the event it is determined, by settlement or otherwise, that County is not responsible.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

Attest:

By: \_\_\_\_\_  
Gadsden County

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

Attest:

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Quincy, a Florida Municipal Corporation (hereinafter referred to as "City"), and Pleat, Perry & Ritchie, P.A., Attorneys at Law (hereinafter referred to as "Counsel"), with its principal place of business located at 4477 Legendary Dr. Suite 202, Destin, Florida, 32541.

WITNESSETH:

WHEREAS, City desires to contract with Counsel for the purposes of providing municipal attorney services to the City;

WHEREAS, Counsel represents that Counsel is fully qualified to handle such legal services; and

WHEREAS, Counsel agrees to provide the specified services in accordance with terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions under which Counsel shall provide municipal legal services to the City relating to the City's legislative, administrative, quasi-judicial, and litigation requirements.
2. Scope of Services. Counsel agrees to perform and conduct services in the following manner:
  - (a) J. Jerome Miller will be lead attorney for Counsel;
  - (b) Utilization of all of the professional staff of Counsel on behalf of the City is authorized, as directed by the lead attorney;
  - (c) Counsel shall perform all necessary and proper local government legal services pursuant to the direction of the City Commission, Mayor, City Manager and City Clerk.
  - (d) Should Counsel determine that additional attorney representation would be advisable, Counsel shall first obtain the authorization of the City Council;

City of Quincy Agreement

- (e) Specialists or experts may be needed for unusual or unique legal matters which may require an expertise not possessed by Counsel. Counsel will not employ or otherwise incur an obligation to pay specialist or experts for services in connection with services herein without prior approval of the City Manager.
- (f) No services are provided hereunder to the City of Quincy Community Redevelopment Agency.

3. Compensation. The City agrees to compensate Counsel as follows:

- (a) \$175.00 per hour for attorneys for hourly services other than litigation; with hourly litigation services at the rate of \$225.00 per hour for attorneys;
- (b) \$75.00 per hour for legal assistants;
- (c) No fee will be generated by routine consultations with the Mayor, City Council Members, City Manager, City Clerk and Department Directors, not exceeding fifteen (15) minutes and unrelated to real estate transactions, employment, litigation and which do not require research, document review, or documents preparation;
- (d) Counsel will represent the City on public finance issuances and loans services as local counsel at the rate of .4% of the amount of the issuance through \$10,000,000.00 and .3% of any amount over \$10,000,000.00, with a minimum fee of \$8,000.00, fees contingent upon the closing of the financing issue or loan. For issuances requiring validation, an additional non-contingent hourly fee will be paid for the validation process, including appeals, if any, at the litigation hourly rates provided above; and
- (e) Counsel's general billing policies are as follows: travel time is billable as incurred; travel expenses will be billed based on the statutorily authorized rates; copy charges are billed at the rate of \$.35 per page; long distance telephone charges are billed at a flat rate of \$3.00 per call with extended or specially billed calls (conferences, etc.) as incurred; postage charges are billed as incurred; and facsimile transmission and receipt charges are \$1.00 per page and \$6.00 per long distance call. Counsel's time records are kept in tenth-hour increments rounded up to the nearest tenth hour. All work assigned to Counsel will be accomplished by attorneys or legal assistants of Counsel under the direction of Counsel. Counsel's municipal clients share

City of Quincy Agreement

time and expense for attendance of one attorney at the Florida Municipal Attorney's Annual Conference (Seminar) and the Local Government Law Section Seminar.

4. Term. This Agreement shall continue in full force and effect until terminated upon thirty (30) days notice by either party. The parties will fully cooperate in any future transitional period.
5. Billing. Counsel shall provide monthly invoice with fees and expenses. The City Manager shall have statement payment approval authority for the City.
6. Other Agreements. No prior or present agreements or representations shall be binding upon the City or Counsel unless included in this Agreement. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
7. Severability. Should any part of this Agreement be determined by a court of competent jurisdiction to be contrary to applicable law, the remainder of the Agreement shall remain in full force and effect.
8. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
9. Governing Law and Venue. The parties intend that this Agreement and the relationship of the Parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the Parties shall be exclusively in Gadsden County, Florida and no where else.
10. Binding Effects. This Agreement shall be binding upon the parties hereto. The Agreement may not be assigned.

City of Quincy Agreement

11. Effective Date. This Agreement shall be effective December 1, 2013.

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the day and year first above written.

CITY OF QUINCY

By: \_\_\_\_\_  
Keith Dowdell, Mayor

Attest: \_\_\_\_\_  
Sylvia Hicks, City Clerk

PLEAT, PERRY & RITCHIE, P.A.  
ATTORNEYS AT LAW

By: \_\_\_\_\_  
J. Jerome Miller

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City of Quincy Agreement

Monthly Activity Report  
September 2013

	<u>2013</u>	<u>2012</u>
<b>Total Fire Calls</b>	90	92
City	81	64
County	9	28
<b>Total Man Hours</b>	61 hrs 35 mins	74 hrs 20 mins
City	47 hrs 7 mins	38 hrs 28 mins
County	14 hrs 28 mins	35 hrs 12 mins
<b>Type Fire Calls - City</b>		
Structure	0	0
Vehicle	0	2
False Alarm	8	10
Hazard	0	1
Rescue	0	2
Wood & Grass	1	1
Other	8	10
<b>Type Fire Calls - County</b>		
Structure	0	2
Vehicle	3	4
False Alarm	1	2
Hazard	1	1
Rescue	0	0
Woods & Grass	0	2
Other	12	8
<b>Fire Causes</b>		
Accidental	4	7
Undetermined	1	2
Suspicious	0	0
Arson	0	0
<b>Average Response Time</b>		
City	2.86 mins	3.21 mins
County	5.10 mins	6.45 mins
<b>Average Firefighters per Call</b>		
City	3.96	2.15
County	2.28	2.6
<b>Average Time Spent per Call</b>		
City	17.5 mins	9.68 mins
County	30 mins	18.05 mins



September 2013

	<b>2013</b>	<b>2012</b>
Responses Out of District	0	1
Mutual Aid Responses *	1	0
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	3	2
Fire Safety Inspection	16	19
Fire Investigation	0	0
Plans Review	2	3
Training Man Hours	220 hrs	283 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	59	47
Smoke Detector Installs	0	0
* 10/21/13 Vvehicle extrication Blue Star Hwy Midway		

**QFD Monthly District Fire Calls  
September 2013**

<u>District</u>	<u>Location</u>	<u>Type of Incident</u>
<b>District 1</b>	Jefferson & Shelfer St	Grass fire
<b>District 2</b>	417 6th St	False alarm
	716 6th St	Wrong location
	602 8th St	Lock out
<b>District 3</b>		
<b>District 4</b>	20 N Stewart St	Medical assist
	24 Dezel St	Odor or gas
<b>District 5</b>	64 N Cleveland St	Alarm activation
	64 N Cleveland St	Alarm activation
	64 N Cleveland St	Alarm malfunction
	64 N Cleveland St	False alarm
	64 N Cleveland St	Alarm system malicious activation
	64 N Cleveland St	Alarm malfunction
	64 N Cleveland St	Alarm system malicious activation
	64 N Cleveland St	Alarm activation
	64 N Cleveland St	Alarm activation
	64 N Cleveland St	Malicious alarm
	64 N Cleveland St	
	64 N Cleveland St	
	64 N Cleveland St	

Q1 & Q2 Quarterly Activity Report  
Jul, Aug, Sept 2013

	<u>2013</u>	<u>2012</u>
<b>Total Fire Calls</b>	284	257
City	237	292
County	47	65
<b>Total Man Hours</b>		
City	240 hrs 5 mins	229 hrs 29 mins
County	155 hrs 35 mins	123 hrs 50 mins
	38 hrs 20 mins	104 hrs 34 mins
<b>Type Fire Calls - City</b>		
Structure	2	4
Vehicle	2	6
False Alarm	13	19
Hazard	3	1
Rescue	0	2
Wood & Grass	1	1
Other	18	26
<b>Type Fire Calls - County</b>		
Structure	4	7
Vehicle	13	12
False Alarm	4	8
Hazard	4	3
Rescue	0	3
Woods & Grass	0	4
Other	36	20
<b>Fire Causes</b>		
Accidental	11	16
Undetermined	3	9
Suspicious	3	0
Arson	0	0
<b>Average Response Time</b>		
City	3.66 mins	3.11 mins
County	6.86 mins	6.29 mins
<b>Average Firefighters per Call</b>		
City	4.47	1.74
County	2.64	1.68
<b>Average Time Spent per Call</b>		
City	25.08 mins	6.73 mins
County	38.63 mins	17.11 mins

Fire Station Activity Report  
Jul, Aug, Sept 2013

	<u>2013</u>	<u>2012</u>
Responses Out of District	2	6
Mutual Aid Responses *	3	2
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	3	7
Fire Safety Inspection	49	55
Fire Investigation	0	0
Plans Review	6	8
Training Man Hours	652 hrs	954 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	188	244
Smoke Detector Installs	0	0