

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

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



## **Meeting Agenda**

**Tuesday,  
October 13, 2015  
6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

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

**AGENDA FOR THE REGULAR MEETING  
OF THE CITY COMMISSION OF  
QUINCY, FLORIDA  
Tuesday  
October 13, 2015  
6:00 PM  
CITY HALL CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Special Presentations by Mayor or Commission**

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

1. First Budget Hearing Minutes on September 9, 2015
2. Approval of Minutes of the 09/22/2015 Regular Meeting  
(Sylvia Hicks, City Clerk)

**Proclamations**

3. Domestic Violence Awareness – October 2015  
(Derrick D. Elias, Mayor)

**Public Hearings as scheduled or agendaed**

4. Ordinance 1072-2015 Second Reading to Amend Zoning Map  
(Mike Wade, City Manager, Bernard Piawah, Director of Building and Planning)
5. Ordinance 1073-2015 First Reading on Utility Rates and Billing period  
(Mike Wade, City Manager)

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

**Ordinance**

## **Resolutions**

6. Resolution No. 1335-2015 – First Amendment to SCOP Agreement  
(Mike Wade, City Manager)
7. Resolution No. 1336-2015 – East Gadsden High Parade  
(Mike Wade, City Manager)

## **Reports by Boards and Committees**

8. Gadsden County Development Council – Presentation by Beth Kirkland

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

9. Request for Lien Forgiveness – 314 N 11<sup>th</sup> Street  
(Mike Wade, City Manager, Bernard Piawah, Director of Building and Planning)
10. Temporary Construction Easement  
(Mike Wade, City Manager)
11. Amendment 4 to State Revolving Fund Loan  
(Mike Wade, City Manager)
12. EPA Grant Application for Funds  
(Mike Wade, City Manager)
13. Instant Alert  
(Mike Wade, City Manager; Ted Beason, Director of Finance)

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

### **Comments**

#### **a) City Manager**

1. Discussion on accepting dedication of Corry Parcel located at the Intersection of Adams and Clark Street

#### **b) City Clerk**

**c) City Attorney**

1. Announcement of executive session in Johnny Lee Robinson v. City of Quincy, Florida, and Thomas L. Murray, individually, Case No.:4:15-cv-000039-MW/CAS, in the United States District Court for the northern District of Florida, Tallahassee Division.
2. Consideration of final settlement in Morris Long and Jazzie Long v. City of Quincy, Florida, Case No.:11000783-CAA, in the Circuit Court for the Second Judicial Circuit in and for Gadsden County, Florida.

**d) Commission Members**

**Comments from the audience**

**Adjournment**

\*Item(s) Not in Agenda Packet

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

FIRST BUDGET HEARING  
SEPTEMBER 9, 2015  
6:00 P.M.

The Quincy City Commission met in special session Wednesday, September 9, 2015, for the first budget hearing, with Mayor Commissioner Elias presiding and the following present:

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

Also Present:

City Manager Mike Wade  
City Attorney Scott Shirley  
City Clerk Sylvia Hicks  
Planning Director Bernard Piawah  
Finance Director Ted Beason  
Human Resources Director Bessie Evans  
CRA Manager Regina Davis  
Customer Service Supervisor Catherine Robinson

**Call to Order:**

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

Mayor Elias stated that Commissioner Brown will be late if he makes it at all.

Mayor Elias stated the purpose of the meeting was to discuss and take action on the 2015-2016 Fiscal Year Millage Rate and Budget.

At a Public Hearing Commissioner Dowdell made a motion to read Ordinance No. 1070-2015 by title only. Commissioner McMillan seconded the motion. Upon roll call by the Clerk the ayes were Commissioners McMillan, Gay, Dowdell, and Elias. Nays were none. The Clerk read the title as follows:

**ORDINANCE NO. 1070-2015**

**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, 2015 AND ENDING SEPTEMBER 30, 2016, 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 Dowdell made a motion to approve Ordinance No. 1070-2015 on first reading. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioners McMillan, Gay, Dowdell, and Elias. The ayes were unanimous. The motion carried four to zero.

At a Public Hearing Commissioner Dowdell made a motion to read Ordinance No. 1071-2015 by title only. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioners McMillan, Gay, Dowdell, and Elias. Nay were none. The Clerk read the title as follows:

**ORDINANCE NO. 1071-2015**

**AN ORDINANCE MAKING APPROPRIATIONS FOR THE EXPENDITURES AND OBLIGATIONS OF THE CITY OF QUINCY FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2015; DESIGNATING THE SOURCES AND REVENUES AND SAID APPROPRIATIONS; AND PROVIDING AND EFFECTIVE DATE.**

There were no comments from the audience.

Commissioner Dowell made a motion to approve Ordinance No. 1071-2015 on first reading. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Gay, Dowdell and Elias. Nay was Commissioner McMillan. Commissioner McMillan stated that our projected revenue has projected a rate stabilization rate in the budget. The motion carried three to one.

Mayor Elias stated that the Commission needs to work out the allocation of the positions and the employee raises prior to the next reading of the budget.

Commissioner Gay stated that he would love to give employees a raise but he is not in favor of the Commission raise. He stated we need to give staff clear directions as to the proposed positions; he would like to see two (2) Firefighters and one (1) Police Officer.

Commissioner McMillan stated he would like to see the employees get \$500.00 added to their base pay. Commissioner Gay stated that at Fire Station II they receive unbelievable number of calls to I-10 and the south side.

Commissioner Dowdell stated that the employees deserves a raise especially the employees at the bottom, they work very hard but he needs to see the salary schedule.

Mayor Elias stated that if we have vacant positions put them where they are needed and if they are not being used we need to use what we have and not create new positons. He proposed having a Police Officer staffed at night for better security. He stated that he is not in favor of raises or bonuses.

Commissioner McMillan stated \$500.00 across the board is fair, percentages are not fair to everyone, i.e. 2% of \$20,000.00 is \$400.00 and 2% of \$50,000.00 is \$1,000.00, and he is not in favor of the Commission raise.

City Manager Mike Wade stated that he spoke with the Fire Chief and he stated that we have three shifts one is fully staffed and two is not therefore we need two more Firefighters. The City Manager stated that our employees have worked very hard and deserve a raise.

#### *Employee Raises*

Commissioner Gay made a motion to give the employees a \$500.00 base pay increase. Commissioner McMillan seconded the motion. Upon roll call by the Clerk the ayes were Commissioners McMillan, Gay, and Dowdell. Nay was Mayor Elias. The motion carried three to one.

#### *Allocation of Positions*

Commissioner Dowdell made a motion to have two (2) Police Officers. The motion died for a lack of a second.

Commissioner Gay made a motion to approve two Maintenance Workers, two Fire Fighters, one Utility Worker, one Police Officer. The motion dies for a lack of a second.

Commissioner Dowdell made a motion to approve one Police Officer, two Firefighters, one Utility Worker and one Parks and Recreation Maintenance Worker. Commissioner Gay seconded the motion. Commissioner Dowdell asked what we are going to do about Corry Field and if we still had the contractors. City Manager Mike Wade stated no we don't have the contractors, the City is cutting the field and we had Esposito's to come and treat the field. The wrong mower was used to cut the field and has since been corrected. Commissioners Dowdell and Gay withdrew their motions.

Commissioner McMillan made a motion to approve two Maintenance workers and one Utility Worker. The motion died for a lack of a second. Commissioner Gay stated that the Fire Chief did not ask for the positions and one will not help. Mayor Elias stated that he took it upon himself to add the three positions in the Police Department's budget and Chief Sapp stated that he did not need the positions. Commissioner McMillan asked the Human Resources Director if at any time this year has the Police Department been fully staffed. Mayor Elias asked the Manager if we had taken into account the Police bargaining, he stated no just what was in the budget. Commissioner McMillan stated that is was proposed to have \$124,000 for the police positions. Mayor Elias stated that we just need to hold the departments accountable. He also stated we are reluctant to increase the millage to take care of our needs.

Commissioner McMillan made a motion to approve two Park and Recreation positions and one Utility position, no Firefighter and no Police Officers. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioners, McMillan, Gay, Dowdell and Elias. The motion carried four to zero.

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

APPROVED:

---

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

ATTEST:

---

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



CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

SECOND BUDGET HEARING  
SEPTEMBER 22, 2015  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, September 22, 2015, for the first budget hearing, with Mayor Commissioner Elias presiding and the following present:

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

Also Present:

City Manager Mike Wade  
City Attorney Scott Shirley  
Acting City Clerk Catherine Robinson  
Planning Director Bernard Piawah  
Finance Director Ted Beason  
Human Resources Director Bessie Evans  
CRA Manager Regina Davis  
Parks and Recreation Director Greg Taylor  
Public Works Director Reginald Bell

**Call to Order:**

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

Approval of Agenda

Commissioner McMillan made a motion to approve the revised agenda; under Public Hearings as scheduled or agenda add Ordinance No. 1070-2015 Millage Rate on second reading and Ordinance No. 1071-2015 FY Budget on second reading. Commissioner Gay seconded the motion.

Special Presentation by Mayor or Commissioners

Approval of the Minutes of the previous meetings

Approval of Minutes of the September 2, 2015 Regular Meeting

Commissioner Gay made a motion to approve the minutes of the September 2, 2015 regular meeting with corrections if necessary. Commissioner Brown seconded the

motion. The motion carried five to zero. Commissioner Dowdell stated the minutes should be September 8, 2015. Commissioners Gay and Brown revised their motions.

## **Proclamations**

### **Public Hearing as scheduled or agended**

#### *First Reading of Draft Ordinance to Amend Zoning Map*

At a Public Hearing Commissioner Dowdell made a motion to read the draft Ordinance by title only. Commissioner McMillan seconded the motion. Upon roll call by the Acting Clerk the ayes were Commissioners Dowdell, Gay, McMillan, Brown and Elias. The Mayor read the title as follows:

#### **DRAFT ORDIANNCE NO.**

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

There were no comments from the audience.

Commissioner Dowdell asked what is different today than when we approved this on July 14<sup>th</sup>? Mr. Piawah stated this is for local zoning and the one we approved in July was for stated purposes. Mayor Elias asked why we don't have an Ordinance Number. The City Attorney stated the Clerk is on medical leave but we will have a number before the next reading. Commissioner Dowdell made a motion to approve the Draft Ordinance on first reading. Commissioner Brown seconded the motion. Upon roll call by the Acting Clerk the ayes were Commissioners Dowdell, Gay, McMillan, Brown, and Elias. The ayes were unanimous.

#### *Ordinance No. 1070-2015 Millage Rate on second reading*

At a Public Hearing Commissioner Dowdell made a motion to read Ordinance No. 1070-2015 by title only. Commissioner McMillan seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Dowdell, Gay, McMillan, Brown, and Elias. Nay were none. The Mayor read the title as follows:

**ORDINANCE NO. 1070-2015**

**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, 2015 AND ENDING SEPTEMBER 30, 2016, AND SETTING THE PERCENTAGE BY WHICH THE MILLAGE RATE TO BE LEVIED DOES NOT EXCEED THE ROLLED BACK RATE.**

There were comments from the audience.

Commissioner Dowdell made a motion to approve Ordinance No. 1070-2015 on second reading. Commissioner Brown seconded the motion. Upon roll call by the Acting Clerk the ayes were Commissioners Dowdell, Gay, McMillan, Brown, and Elias. The ayes were unanimous. The motion carried five to zero.

*Ordinance No. 1071-2015 Budget for FY 2015-2016*

At a Public Hearing Commissioner Gay made a motion to read Ordinance No. 1071-2015 by title only. Commissioner McMillan seconded the motion. Upon roll call by the Acting Clerk the ayes were Commissioners Dowdell, Gay, McMillan, Brown, and Elias. Nay were none. The Mayor read the title as follows:

**ORDINANCE NO. 1071-2015**

**AN ORDINANCE MAKING APPROPRIATIONS FOR THE EXPENDITURES AND OBLIGATIONS OF THE CITY OF QUINCY FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2015; DESIGNATING THE SOURCES AND REVENUES AND SAID APPROPRIATIONS; AND PROVIDING AND EFFECTIVE DATE.**

There were no comments from the audience.

Commissioner Gay made a motion to approve Ordinance No. 1071-2015 on second reading. Commissioner McMillan seconded the motion. Upon roll call by the Acting Clerk the ayes were Commissioners Dowdell, Gay, McMillan, Brown and Elias. The ayes were unanimous. The motion carried five to zero.

**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**

*Resolution No. 1334-2015 Rate Stabilization Finding Resolution*

Ted Beason Finance Director stated that after establishing rate stabilization, there were urgent needs that arose that required the use of the rate stabilizations funds i.e. Honeywell Lease of \$78,700, Florida Municipal Power Association of \$345,200 and Southeast Power Association Power Bill of \$481,000. Commissioner Gay made a motion

to approve Resolution No. 1334-2015 with the following corrections replace "fines" with "funds". January 2016 instead of 2015. Commissioner McMillan seconded the motion. The ayes were unanimous.

## **Reports by Boards and Committees**

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

#### *Downtown Parking*

Sam Palmer of 1425 Berry Street stated we need to take a relook at the parking policies, present parking downtown is a nuisance and the two hour parking is not adequate or to use the parking by the theater. Commissioner Dowdell suggested parking behind the Munroe House. Commissioner Gay stated that Madison Street from highway 12 to 90 is a State Road and the City does not have any authority. Commissioner Gay stated that DOT is looking at abandoning Madison Street and naming the Bypass as the new Highway 12. Commissioner Gay stated we need to revisit the parking ordinance. Commissioner McMillan stated that if we give parking spaces to one we will have to give them to all. Joe Munroe of 313 North Jackson Street stated that the Bureau of Historic Resources has oversight and in discussion with DOT. Commissioner Gay stated that it would be a plus for the truck traffic to be redirected from downtown. We need signage and to redirect the truck traffic and he has written Senator Munford.

#### *Quincy Main Street Porchfest Press Release*

Mr. Munroe introduced Ms. Dawn McMillan as the President of Porchfest, the event will be held October 24, 2015 from 2:00 -5:00 p.m. He is requesting the City provide port-a-potties and police security. The Mayor asked the Manager to get with Chief Sapp regarding the security.

#### *OMI Contract Agreement*

Commissioner Gay made a motion to approve and authorize the Mayor and City manager to sign Amendment no. 8 to the Agreement of October 1, 2007 between the City of Quincy and CH2MHILL-OMI. Commissioner Brown seconded the motion. Commissioner Gay asked if we had budgeted the \$11,000 increase? The City Manager stated yes. The ayes were unanimous. The motion carried five to zero.

#### *SCOP Project MLK Construction Services*

City Manager Mike Wade stated that we thought we could use the remainder of the SCOP grant to pave the remainder of MLK to Atlanta Street but further discussion with DOT said we are not allowed to do so, therefore the City would have to fund that portion. Mr. Beason stated he would come back with a budget amendment and to carry forward to the next fiscal year the \$69,568. Commissioner Dowdell made a motion to approve option one to accept the low bid of \$165,375 from Peavy and Sons to construct the entire proposed project and appropriate funds needed to fund the alternate portion of the project from Shelfer Street to Atlanta Street. Commissioner Gay

seconded the motion. The ayes were unanimous. The motion carried five to zero. Commissioner Gay asked if there is a time frame to begin. The City Manager stated there is no start date but will get with the contractor.

#### *Electric Rate Review*

Commissioner Gay made a motion to approve option one to accept (1) the Fred Wilson & Associated Letter Report (2) Approve the proposed changes in unit electric charges (3) Direct staff to bring the proposed changes back to the Commission in Ordinance format for formal approval (4) Direct staff to file revised sheets with the Florida Public Service Commission and implement the revised changes. Commissioner Gay seconded the motion. The ayes were unanimous. The motion carried five to zero.

#### *Interlocal Agreement for Road Maintenance*

Commissioner Dowdell made a motion to approve the interlocal agreement and authorize the Mayor to execute the agreement. Commissioner McMillan seconded the motion. Commissioner Dowdell stated we need to add two streets, Mainline Drive and Willie Ruth Williams Lane. The Commission agreed that it will have to go back to the County to add the additional roads.

#### *Reports – P-Card Statement, Cash Requirement, Arrears, August Financials*

Commissioner McMillan stated he is impressed with the Accounts Payable Report, Cash Requirements and Customer Arrears Reports. He commended Customer Service on the collections. Commissioner McMillian stated we need for the City to use the P-Card for local vendors' purchases. Commissioner McMillian asked when will the bank reconciliations be done? Mr. Beason stated in October.

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

#### **Comments**

#### **City Manager**

City Manager Mike Wade reported that (1) Forest Drive and Calhoun Streets have been repaired, (2) Adams and Wallace Street light has been repaired, (3) Driveway at the Bobby Nealy Complex has been repaired.

**City Clerk** – None

**City Attorney** – None

#### **City Commission Members**

Commissioner Dowdell – None

Commissioner Gay stated the following: (1) DOT has finally accepted the responsibility for maintenance of the bypass mowing and cleanup. (2) Utility bill issues, the billing date and customers are receiving bills 2 to 3 days later, we need to print and mail earlier (3) Penalty process on Monday should not be charged a late fee, Mr. Beason stated we will implement a new procedure. Commissioner Dowdell stated the message should be on the bill due on holiday and when did we change that policy. Mike Wade City Manager stated that is the old policy Commissioner Dowdell is speaking about. We need to revamp the ordinance. Mayor Elias asked does the policy state it is up to 5:00 at Close of the business day. Staff proposes Commission to have final say

WastePro Recycling pickup - City Manager stated this is supposedly corrected by Wastepro.

Commissioner Brown – None

Commissioner McMillan asked if pricing will change for paving from 9<sup>th</sup> to Cleveland, the Manager stated we will look at it based on what we have now.

Forest Drive – Public works need to come out.

Code Enforcement is doing a great job.

Goals for next year-

Employees reviews - must start raises on merit not across the board

Police Department lots of feedback from the Community – will get with Chief Sapp on Community Meeting on Halloween

How are we coming on the zoning for downtown

Shelfer Street traffic monitoring

CRPTA meeting - Commission needs to give thoughts to County Commission

Everything is going well with City we are getting a lot accomplished and thanked the Commission.

## **Citizens**

Honderick with the Fire Department and President of the Union stated he had a few issues: (1) Police and Fire Pension Board approved new enrollment - guys requesting to enroll. City Attorney Shirley stated we have received a proposal from the pension board and they are taking a careful look at the recommendations. (2) Contract hoping to have ready by Friday (3) Negotiation issues requested (4) negotiation issues requested (5) pay increases , needs staffing, beds, thermal cameras. (6) June 30<sup>th</sup> Paul Matthews saved a man we are proud he was given a plaque the plaques needs to be displayed at the Fire Station (7) thanked the Chief for the boot Drive and they raised \$18,000.

Mayor Elias stated they will work on the improvements and plaques

Mayor Elias stated that issues are being resolved.

Mayor Elias thanked Parks and Recreation and Public Works for a job well done.

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

APPROVED:

---

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

ATTEST:

---

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 women 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 intergenerational 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 2015 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 13<sup>th</sup> day of October 2015

---

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

**MEETING DATE:** October 13, 2015

**DATE OF REQUEST:** October 7, 2015

**TO:** Honorable Mayor and Members of the City Commission

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

**SUBJECT:** Public Hearing on Second Reading of Ordinance 1072-2015  
to Amend the Zoning Map of the City of Quincy to  
Incorporate Annexed Properties

---

**Statement of Issue:**

This is a request for Second Reading of Ordinance 1072-2015 to assign the City's zoning designations to nine parcels that were annexed into the City in 2014, and also to change the zoning designations of four parcels that were already inside the City limit. The First Reading was approved by the Commission on September 22, 2015. The City's staff is asking the City Commission to approve the second reading of Ordinance Number 1072-2015.

**OPTIONS:**

Option 1: Move to adopt Ordinance 1072-2015 creating zoning designations for subject sites 1 through 13 on second and final reading.

Option 2: Do not move to adopt Ordinance 1072-2015

**STAFF RECOMMENDATION:**

Option 1

**Attachment:**

- 1) Agenda Item of September 22, 2015 presenting Ordinance 1072-2015 for first reading;
- 2) Ordinance 1072-2015; and
- 3) Zoning Map

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

**MEETING DATE:** September 22, 2015

**DATE OF REQUEST:** September 15, 2015

**TO:** Honorable Mayor and Members of the City Commission

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

**SUBJECT:** Public Hearing on First Reading of Draft Ordinance to Amend the Zoning Map of the City of Quincy to Incorporate Annexed Properties

---

**Statement of Issue:**

This is a request for First Reading of the Ordinance to assign the City's zoning designations to nine parcels that were annexed into the City in 2014, and also to change the zoning designations of four parcels that were already inside the City limit. The proposed zoning designation for each parcel is consistent with the respective Future Land Use Map designation that was adopted by the City on July 14, 2015 for these parcels and approved by the State on September 3, 2015. The Planning and Development Review Board (PDRB) met on September 2 to review the proposed zoning designations and voted unanimously to recommend approval of the proposal. The City's staff is asking the Commission to approve the zoning designations for these parcels. (See attached the draft ordinance, the zoning map, and the minutes of the PDRB meeting of September 2, 2015).

**Background:**

Under State law, subsequent to an annexation, the Future Land Use must be changed to assign the City's Future Land Use Map designations to the annexed properties, after which the zoning map of the annexing municipality shall be changed. The ordinance amending the Quincy Future Land Use map for these parcels passed on seconded reading on July 14, 2015 (Ordinance 1067-2015) after which it was sent to the state land planning agency (Department of Economic Opportunity) for approval. On September 3, 2015, the State officially informed the City of its approval of the amendment to the Future Land Use Map. The zoning request under consideration today will complete the process of changing the City's Future Land Use and Zoning maps, respectively, to assign the City's land use designations to annexed properties as required by state law.

**Criteria for Approval of Changes to the Zoning Map (Sec. 46-80):**

According to the City's code of ordinances, when the boundary lines of an established zoning district are proposed for change (rezoning), the planning and development review board and the city commission shall consider the following criteria in making recommendations and decisions on such changes:

1. The existing use and zoning of nearby property;
2. Whether the property affected by the zoning decision has a reasonable economic use as currently zoned;
3. The extent to which the destruction of property values resulting from existing zoning of specific parcels promotes the health, safety, morals or general welfare of the public;
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner by the proposed zoning classification;
5. The suitability of the subject property for the zoning purposes as proposed;
6. The length of time the property has been vacant under the present zoning classification considered in the context of land development in the vicinity of the property;
7. Conformity with the city's comprehensive plan and future land use map;
8. Whether the zoning decision will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools; and
9. Whether other conditions exist that affect the use and development of the property in question and support either approval or denial of the zoning decision.

**Consistency with Zoning Criteria and Development Regulations**

This application was reviewed based on the criteria stated above. The proposed zoning designations are consistent with the Future Land Use Map designations recently approved by the State for these parcels. The zoning designations are suitable for the subject sites and are consistent with, and compatible with the adjacent land uses and activities. No potential inconsistency of the zoning designations with the City's comprehensive plan and land development regulations has been identified.

**Public Notice:**

This rezoning public hearing was properly noticed and advertised in the newspaper. A notice was also sent to the adjacent property owners informing them of the proposed rezoning. As of the date of this meeting, the Building and Planning

Department has not received any written or verbal comment on the proposed zoning assignments.

**PDRB Recommendation:**

The PDRB met on September 3, 2015 and voted unanimously to recommend approval of the proposed zoning designations. See attached the minutes of the PDRB meeting of September 2, 2015.

**OPTIONS:**

Option 1: Move to adopt the proposed attached ordinance creating zoning designations for subject sites 1 through 13 on first reading and authorize the ordinance to be brought back for second and final reading.

Option 2: Do not move to adopt the proposed attached ordinance on first reading and provide further direction concerning the appropriate zoning designations for subject sites 1 through 13.

**STAFF RECOMMENDATION:**

Option 1

**Attachment:**

- 4) Draft Ordinance;
- 5) Zoning Map; and
- 6) PDRB Meeting Minutes.

**ATTACHMENT 1:**

**ORDINANCE NO. 1072-2015**

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

**SECTION 1. Findings.**

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

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

WHEREAS, the City recently adopted amendments to the Comprehensive Plan Future Land Use Map to include land use designations for a number of recently annexed parcels and to change the designations for four additional parcels; and

WHEREAS, the City now desires to enact amendments and additions to the City Zoning Map to include zoning designations for all parcels included in the Comprehensive Plan Future Land Use Map amendments that are consistent with and implement the Plan designations; and

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

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

## **SECTION 2. Purpose and Intent**

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

## **SECTION 3. Title of City Zoning Map Amendment**

This zoning map amendment of the City of Quincy, Florida shall be entitled Zoning Map Amendment 2015 – 1.

## **SECTION 3. Zoning Map Amendment Adopted**

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

**Site #1:** Located on Research Road (40.0 Acres, Parcel Number 3-23-2N-4W-0000-00440-0000), zoned “*Governmental*”;

**Site #2:** Located on Research Road (413.9 Acres, Parcel Number 3-25-2N-4W-0000-00400-0000), zoned “*Governmental*”;

**Site #3:** Located on Pat Thomas Parkway (158.6 Acres, Parcel Number 3-26-2N-4W-0000-00100-0000), zoned “*Governmental*”;

**Site #4:** Located on Pat Thomas Parkway (147.8 Acres, Parcel Number 3-26-2N-4W-0000-00420-0000), zoned “*Governmental*”;

**Site #5:** Located on Pat Thomas Parkway (164.0 Acres, Parcel Number 3-35-2N-4W-0000-00120-0000), zoned “*Governmental*”;

**Site #6:** Located on Pat Thomas Parkway (49.0 Acres, Parcel Number 3-25-2N-4W-0000-00333-1000), zoned “*Commercial Heavy - C2*”;

**Site #7:** Located on Pat Thomas Parkway (49.7 Acres, Parcel Number 3-35-2N-4W-0000-00110-0100), zoned “*Commercial Heavy - C2*”;

**Site #8:** Located on Pat Thomas Parkway (68.51 Acres, Parcel Number 5-0L-0R-0S-0000-37100-0100), zoned “*Agricultural - AG*”;

**Site #9:** Located on Pat Thomas Parkway (655.30 Acres, Parcel Number 5-0L-0R-0S-0000-37100-0000), “*Agricultural - AG*”;

**Site #10:** Located on G F & A. Drive East (80.6 Acres, Parcel Number 3-07-2N-3W-0000-00423-0100), “*Conservation – CN: wet, steep slopes*”;

**Site #11:** Located on Adams Street South (29.0 Acres, Parcel Number 3-07-2N-3W-0000-00331-0000), “*Governmental – Govt.*”;

**Site #12:** Located on Jackson Street South (3.0 Acres, Parcel Number 3-07-2N-3W-0000-00321-0100), “*Conservation – CN: wet, steep slopes*”; and

**Site #13:** Located on Franklin Street (0.171 Acres, Parcel Number 3-12-2N-4W-0000-00214-2000), “*Residential – Single Family – R-1*”.

#### **SECTION 4. Severability**

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

#### **SECTION 5. Copy on File**

A certified copy of the enacting Ordinance as well as certified copies of the City of Quincy Zoning Map Amendment cited in Section 3 above shall be filed with the City Clerk of the City of Quincy.

#### **SECTION 6. Effective Date**

This Ordinance shall become effective upon passage.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this 22<sup>nd</sup> day of September, A.D. 2015.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this 13<sup>th</sup> day of October, A.D. 2015.

---

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

ATTEST:

Approved as to Form:

---

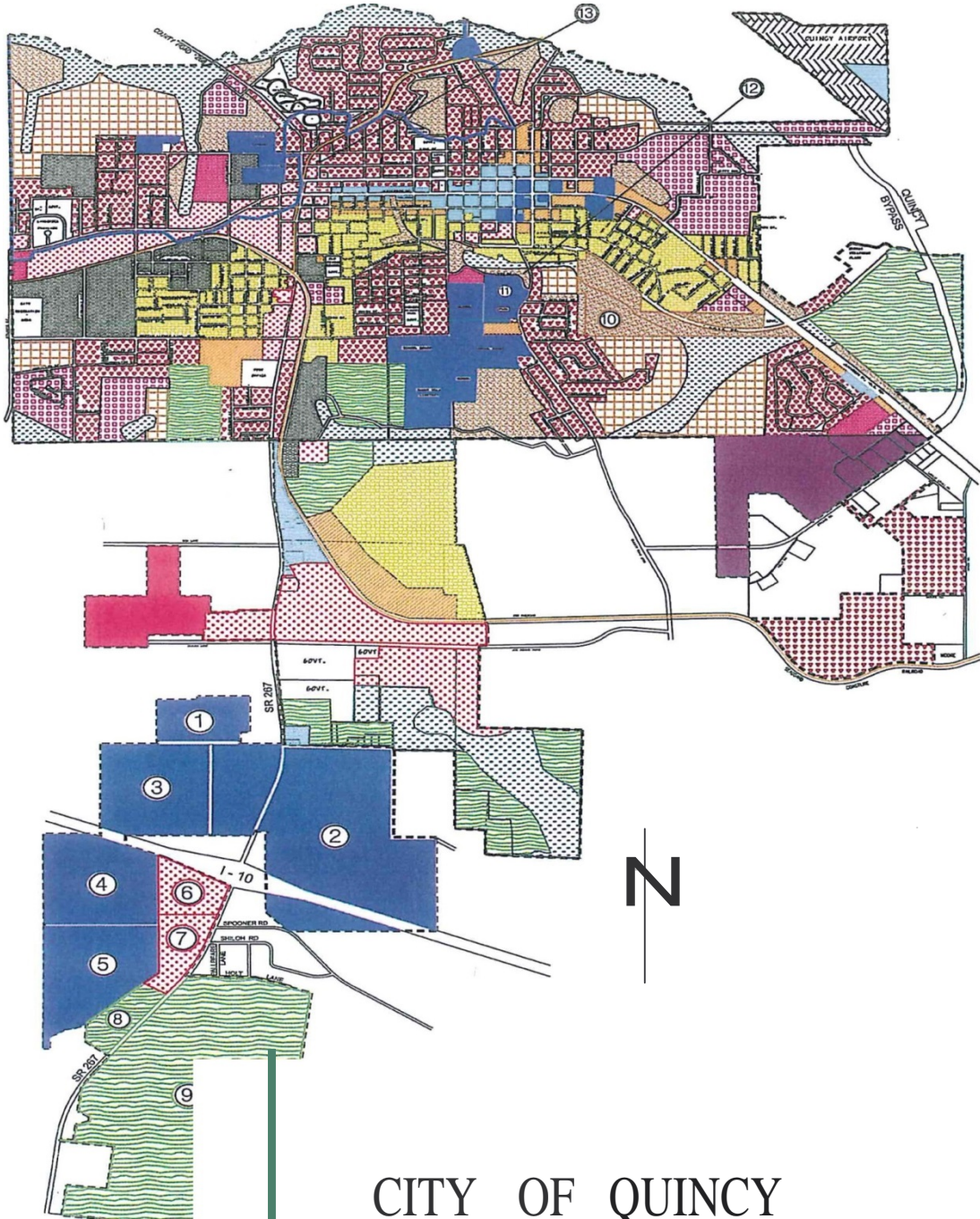
Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

---

Scott Shirley  
City Attorney



**ATTACHMENT 2**



**CITY OF QUINCY  
ZONING MAP**

Proposed Change 8/14/15  
\*Subject Sites are Numbered 1 – 13 on the map

**TABLE 1****PARCELS FOR  
ZONING MAP CHANGE**

<b>Site #</b>	<b>Property Owner</b>	<b>Parcel Number</b>	<b>Physical Location</b>	<b>Size (Ac)</b>	<b>Existing Use</b>	<b>Current FIUM/ Zoning</b>	<b>Quincy Proposed Zoning</b>
1	TIITF/UNIVERSITY OF FLORIDA	<a href="#">3-23-2N-4W-0000-00440-0000</a>	RESEARCH RD	40.0	UF Agric. Research	County Public	Govt.
2	TIITF/UNIVERSITY OF FLORIDA	3-25-2N-4W-0000-00400-0000	175 RESEARCH RD	413.9	UF Agric. Research	County Public	Govt.
3	TIITF/UNIVERSITY OF FLORIDA	3-26-2N-4W-0000-00100-0000	PAT THOMAS PKWY	158.16	UF Agric. Research	County Public	Govt.
4	TIITF/UNIVERSITY OF FLORIDA	3-26-2N-4W-0000-00420-0000	PAT THOMAS PKWY	147.8	UF Agric. Research	County Public	Govt.
5	TIITF/UNIVERSITY OF FLORIDA	3-35-2N-4W-0000-00120-0000	PAT THOMAS PKWY	164.0	UF Agric. Research	County Public	Govt.
6	Redd Properties, Inc.	3-25-2N-4W-0000-00333-1000	PAT THOMAS PKWY	49.0	Ag Timber Land	County Ag.	C-2: Comm. Heavy
7	Eldorado Properties, Inc.	3-35-2N-4W-0000-00110-0100	PAT THOMAS PKWY	49.7	Ag Timber Land	County Ag.	C-2: Comm. Heavy
8	Eldorado Properties, Inc.	<a href="#">5-0L-0R-0S-0000-37100-0100</a>	PAT THOMAS PKWY	68.51	Ag Timber Land	County Ag.	Ag
9	Shaw Properties	5-0L-0R-0S-0000-37100-0000	4433 PAT THOMAS PKWY	655.30	Ag Timber Land	County Ag.	Ag
10	QUINCY CITY OF	<a href="#">3-07-2N-3W-0000-00423-0100</a>	224 G F & A DR. E	80.6	Vacant Forest	R-LT: Res Large Lot	Conserv. Wet, Steep Slopes
11	QUINCY CITY OF	<a href="#">3-07-2N-3W-0000-00331-0000</a>	600 ADAMS STR. S	29.0	Multuuse Tanyard Creek Park	R-LT: Res Large Lot	Govt.
12	QUINCY CITY OF	<a href="#">3-07-2N-3W-0000-00321-0100</a>	JACKSON STR. S	3.0	Vacant Forest L-Shape	R-2 & Conser. Flood Prone	Conserv. Flood Prone
13	Roburt Enterprise	<a href="#">3-12-2N-4W-0000-00214-2000</a>	1124 Franklin Str	0.171	Vacant Parcel	Comm	R-1: Res Single Family

## **ATTACHMENT 3**

PLANNING AND DEVELOPMENT REVIEW BOARD  
REGULAR MEETING CITY HALL, QUINCY, FLORIDA

SEPTEMBER 2, 2015

6:00 PM

The Planning and Development Review Board (PDRB) met at City Hall in Quincy, Florida on Wednesday, September 2, 2015, at 6:00 P.M. and the following were present:

Mr. Alvin Young  
Ms. Denise Hannah  
Mr. Dan Hooker  
Mr. Willie Reeves  
Ms. Kimberly Williams

Members Absent:  
Mr. Tommy Skipper  
Ms. Judy Ware

Staff Present:  
Bernard O. Piawah, Building and Planning Director  
Betty Powell, Administrative Assistant

The meeting was called to order by Chairman, Dan Hooker.

A motion to approve the minutes of the previous meetings, August 20, 2015, with any corrections was made by Ms. Kimberly Williams. The motion was seconded by Mr. Alvin Young and the ayes were unanimous.

### **Item for Discussion:**

1) Review of zoning assignment for properties that were recently annexed into the City including four parcels that were already within the city as a follow-up to the state approved Future Land Use Map designation for those properties.

Mr. Piawah addressed the Board with respect to the proposal to assign the City's zoning designations to the nine parcels that were annexed into the City in 2014. The request also includes changing the zoning designation of four parcels that were already inside

the City limit. This zoning request is a follow-up to the Future Land Use Map amendment process just completed.

Mr. Piawah went over the criteria established in the City's Code for changing the zoning designation of a property (Sec. 46-80) and stated that the proposed zoning designations are consistent with the criteria established in the Code and also with the Future Land Use Map designations that the State recently approved for these parcels. The zoning assignments are suitable for the subject sites and are compatible with the adjacent land uses and activities. No potential inconsistency of the zoning designations with the City's comprehensive plan and land development regulations has been identified.

Mrs. Hannah addressed the Board and asked if all adjacent property owners have been notified of the proposed zoning request. Mr. Piawah responded affirmatively that all adjacent property owners were notified in writing and that no comment or objection to the proposed zoning has been received.

Mr. Piawah then informed the Board that they have two options: **First Option**; Vote to recommend approval of the zoning proposal and; **Second Option**: Vote to recommend denial of the zoning proposal.

Mr. Young motioned to adopt the **First Option** and the motion was seconded by Mr. Reeves. The Board voted unanimously to recommend the **First Option**; i.e. to recommend approval of the proposed zoning designations for the affected parcels.

Being no further business, the meeting adjourned.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

**ORDINANCE NO. 1073-2015**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF QUINCY, FLORIDA, RELATING TO UTILITY BILLING, RATES AND CHARGES; AMENDING CODE OF ORDINANCES SECTION 74-1 RELATING TO PENALTY AND DISCONNECTION OF SERVICE FOR NONPAYMENT OF CHARGES; AMENDING CODE OF ORDINANCES SECTIONS 74-177, 74-178, 74-179 AND 74-180 PERTAINING TO ELECTRIC LIGHT AND POWER RATES AND REGULATIONS FOR RESIDENTIAL COMMERCIAL AND DEMAND ELECTRICITY SOLD BY THE CITY OF QUINCY; PROVIDING FOR FINDINGS; PROVIDING FOR ADJUSTMENT OF THE NUMBER OF DAYS AFTER MONTHLY BILLING THAT A MONTHLY UTILITY BILL IS CONSIDERED PAST DUE FOR PURPOSES OF PENALTY AND DISCONNECTION; PROVIDING FOR ADJUSTMENT OF THE GENERAL SERVICE AND ENERGY CHARGE RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING AN EFFECTIVE DATE.**

**SECTION 1. Findings.**

**Whereas**, the City of Quincy City Commission has determined that it is necessary and advisable to adjust the days after monthly billing that a customer's monthly utility bill is considered past due for purposes of applying a penalty and disconnecting service; and

**Whereas**, the City of Quincy budget for fiscal year 2013 established a rate stabilization component to the electric rates to aid in meeting bond obligations and stabilizing retail rates for electricity; and

**Whereas**, the mechanism for collecting the rate stabilization funds was included as a component of the monthly power cost adjustment; and

**Whereas**, the City Commission has determined that to continue to meet bond obligations and other lawful needs the appropriate charges that were previously established for rate stabilization should be removed from the power cost adjustment and should be made a part of the base rate; and

**Whereas**, the City has conducted a rate review demonstrating that when compared to the typical monthly bill from the previous year, transitioning charges from rate stabilization to the base rate will provide a nearly neutral to slightly lower rate for most ratepayers, including the residential class; and

**Whereas**, the City Commission has determined that the rate adjustment as effectuated hereby will result in rates which are reasonable, equitable and in the public interest.

**NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF QUINCY:**

**Section 2. Amendment to City of Quincy Code of Ordinances Chapter 74, Utilities, Article I, In General.**

City of Quincy Code of Ordinances Chapter 74, Utilities, Article I, In General, is hereby amended as follows:

Sec. 74-1. - Disconnection of service for nonpayment of charges.

(a) The term "monthly utility bill" as used in this section means the monthly utility bill rendered by the city to each of its customers for electric, gas, water, sewer, and refuse collection and disposal services and facilities.

(b) If any part of any monthly utility bill shall be unpaid after the ~~tenth~~ 15th day following the date of such bill, a penalty of five percent of the bill shall be imposed and shall be added to and collected with the bill.

(c) If any part of any monthly utility bill shall be unpaid after the ~~15th~~ 20th day following the date of such bill, all electric, gas, water and sewer connections to the premises involved shall be discontinued and disconnected and shall not be reconnected and all refuse collection and disposal services to the premises involved shall be discontinued and shall not be again commenced until the monthly utility bill is paid in full, together with the penalties imposed in this section and such reconnecting charges as may be charged by the city therefor.

(d) In addition to the provisions of this section, where the customer has his own private water supply, the city may disconnect and cut off such water supply to the plumbing system of the premises, and the customer, owner or user shall have no right to reconnect his own private water supply thereto until the monthly utility bill, with penalties and reconnection charges, has been paid in full.

(e) It shall be unlawful for any person to reconnect such private water supply to such plumbing system or any part thereof while any part of any monthly utility bill with penalties shall be unpaid, and upon conviction thereof such person shall be punished as provided by section 1-6.

Sec. 74-2 – 74-5, no change.

**Section 3. Amendment to City of Quincy Code of Ordinances Chapter 74, Article VI, Electric System, Division 2, Rates and Charges.**

City of Quincy Code of Ordinances Chapter 74, Article VI, Electric System, Division 2, Rates and Charges, is hereby amended as follows:

Sec. 74-177. Residential electric service rate schedule.

(a) Availability. This section establishes the residential electric rate schedule. The schedule is applicable to electric service throughout the entire territory served by the city to individual (single-family) residences, apartments, farms or city service. This rate is not applicable to business houses, licensed boardinghouses or roominghouses or, when advertised as such, educational institutions or apartment houses, except when latter is served by meters for each apartment. Single-phase motors used for residential purposes and rated at more than 7.5 hp may be connected only at the option of the city. All of the electrical appliances to be served under this rate are subject to approval by the city.

(b) Character of service. Energy delivered under this schedule shall be alternating current, 60-hertz, single-phase, at a nominal 120/240 volts. The city may, at its option, provide three-phase, 120/240 volt service if and when readily available, but only where individual motors rated at 7.5 hp or larger are connected.

(c) Monthly rate.

Customer charge, per meter . . . \$6.00

Flat rate, per kwh . . . ~~0.087353~~0.09241

(d) Minimum charge.

Per meter per month . . . \$6.00

(e) Purchased power cost adjustment. The energy charge shall be increased by 0.0106 cent per kwh for each \$0.100 cent per kwh or fraction thereof increase above 3.8 cents per kwh in the average wholesale cost of purchased power to the city from all sources, including any fuel or other special adjustment. The energy adjustment shall be computed each month by the city and rounded to the nearest 0.01 cent per kwh.

(f) Tax adjustment. The rates and charges set forth in this section shall be subject to proportional increases to compensate for any applicable new taxes or increases in existing taxes which may be imposed by any state or federal taxing body.

Sec. 74-178. General service electric rate schedule.

(a) Availability. This section establishes the general service electric rate schedule. The schedule is applicable to electric service at a single metering point throughout the entire territory served by the city for all service other than residential service and security lights.

(b) Character of service. Service to be furnished under this schedule shall be alternating current, 60-hertz, single-phase, 120/240 volts, or three-phase at nominal 120/208, 120/240 or 277/480 volts, at the option of the city, depending upon the class of service available.

(c) Monthly rate.

Customer charge, per meter . . . \$16.62

Flat rate, per kwh . . . ~~0.08799~~ .09319

(d) Minimum charge.

Per meter per month . . . \$16.62

(e) Purchased power cost adjustment. The energy charge shall be increased by 0.0106 cent per kwh for each 0.100 cent per kwh or fraction thereof increase above 3.8 cents per kwh in the average wholesale cost of purchased power to the city from all sources, including any fuel or other special adjustment. The energy adjustment shall be computed each month by the city and rounded to the nearest 0.01 cent per kwh.

(f) Tax adjustment. The rates and charges set forth in this section shall be subject to proportional increases to compensate for any applicable new taxes or increases in existing taxes which may be imposed by any state or federal taxing body.

Sec. 74-179. Regular general service demand rate schedule.

(a) Availability. This schedule is applicable to electric service throughout the entire territory served by the city to those customers having billing demands not less than 50 kw when, but only when, all electric service on a given customer's premises, other than security lights, is taken and paid for under this rate schedule at a single metering point.

(b) Monthly rate.

(1) Customer charge, per meter . . . \$60.45

(2) Demand charge, per kw of demand . . . ~~4.00~~ 7.50

(3) Energy charge, flat rate per kilowatt-hour charge, per kw of demand . . . ~~0.05963~~ .05574

(c) Minimum charge.

Per meter, plus the currently effective demand charge . . . 60.45

(d) Terms and conditions of service.

(1) Service under this rate shall be for a minimum initial term of 12 months from commencement of service.

(2) Customers taking service under another city rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of 12 months unless disconnected by the city under applicable rules.



(3) Where special equipment to serve the customer is required, the city may require a specified term of service contract or a nonrefundable contribution in aid of construction.

(e) Terms and conditions of service. Service will be available at a single voltage 60-hertz, normally 120/240 volts, three-phase, open delta, 240 volts three-phase, 120/208 volts three-phase, or 277/480 volts three-phase, at the option of the city. Loads may be served at other three-phase voltages, at the option of the city.

(f) Determination of billing demand. The billing demand shall be the maximum 15-minute kw demand established during the current billing period, but not less than 35 kw for customers electing to take service hereunder. Customers whose demand is less than 50 kw for more than six months out of 12 months shall be converted to receive service at the GS rate and shall continue to receive service on the GS rate for 12 months and shall establish a demand at 50 kw or more for six out of 12 months before converting back to the GSD rate.

(g) Purchased power cost adjustment. The energy charge shall be increased 0.0106 cent/kwh for each 0.100 cent/kwh or fraction thereof increase above 3.8 cents kwh in the average wholesale cost of purchased power to the city from all sources including any fuel or other special adjustments. The energy adjustment shall be computed each month by the city and rounded to the nearest 0.01 cent/kwh.

(h) Tax adjustment. The rates and charges set forth herein shall be subject to proportional increases to compensate for any applicable new taxes or increases in existing taxes which may hereinafter be imposed by any state or federal taxing body.

Sec. 74-180. Regular general service demand, large demand rate schedule.

(a) Availability. This schedule is applicable to electric service throughout the entire territory served by the city to those customers having a billing demand of 2,000 kw or more who have requested service at primary distribution voltage of 7.2/12.47 kv, service to be provided at the option of the city.

(b) Monthly rate.

(1) Customer charge, per meter . . . \$ ~~60.45~~ 120.90

(2) Demand charge, per kw of demand . . . ~~4.00~~ 7.50

(3) Energy charge, flat rate per kilowatt-hour charge, per kw of demand . . . ~~0.053928~~ .04938

(c) Minimum charge.

Per meter, plus the currently effective demand charge . . . ~~60.45~~ 120.90

(d) Terms and conditions of service.

(1) Service under this rate shall be for a minimum initial term of 12 months from commencement of service.

(2) Customers taking service under another city rate schedule who elect to transfer to this rate must remain on this rate for a minimum term of 12 months unless disconnected by the city under applicable rules.

(3) Where special equipment to serve the customer is required, the city may require a specified term of service contract or a nonrefundable contribution in aid of construction.

(4) Service shall be at 7.2/12.47 kv, three-phase, four-wire wye, 60-hertz at the option of the city.

(5) Metering voltage will be at the option of the city. When the city meters at a voltage above distribution secondary a one percent reduction factor shall apply to the base energy and demand charges hereunder.

(6) When a customer takes service under this rate at standard distribution primary voltage and provides its own transformation and related protection equipment the demand charge hereunder shall be subject to a credit of \$0.34 per kw of billing demand.

(f) Determination of billing demand. The billing demand shall be the maximum 15-minute kw demand established for the current billing period, but not less than 1,000 kw for any billing period.

(g) Purchased power cost adjustment. The energy charge shall be increased 0.0106 cent/kwh for each 0.100 cent/kwh or fraction thereof increase above 3.8 cents kwh in the average wholesale cost of purchased power to the city from all sources including any fuel or other special adjustments. The energy adjustment shall be computed each month by the city and rounded to the nearest 0.01 cent/kwh.

(h) Tax adjustment. The rate and charges set forth herein shall be subject to proportional increases to compensate for any applicable new taxes or increases in existing taxes which may hereinafter be imposed by any state or federal taxing body.

#### **SECTION 4. Severability.**

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

#### **SECTION 5. Copy on File.**

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

**SECTION 6. Effective Date.**

This ordinance shall take effect upon passage.

**INTRODUCED** in open session of the City Commission of the City of Quincy, Florida on first reading on the 13<sup>th</sup> day of October, 2015.

**PASSED** in open session of the City Commission of the City of Quincy, Florida on second reading on the 27<sup>th</sup> day of October, 2015.

---

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

ATTEST:

---

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

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: September 22, 2015

Date Submitted: September 18, 2015

To: Honorable Mayor and Members of the Commission

From: Mike Wade, City Manager  
Ted Beason, Finance Director

Subject: Electric Rate Review

---

**Statement of Issue**

The City of Quincy budget for fiscal year 2013 established a rate stabilization component to the electric rates to aid in meeting bond obligations and stabilizing retail rates for electricity. The initial fund target was set at \$875,000 and was later reduced to \$675,000. Staff is of the opinion that to continue to meet bond obligations and other lawful needs the appropriate charges that were previously established for rate stabilization should be removed from the power cost adjustment and should be made a part of the base rate.

**Analysis**

After the rate stabilization fund was established and charges implemented it became apparent that revenue generated from rate stabilization was needed to meet financial obligations and effectively stabilize electric rates while maintaining some of the lowest rates in the state. The mechanism for collecting the rate stabilization funds was included as a component of the monthly power cost adjustment. Staff is proposing that the equivalent revenue generated from rate stabilization is removed from the power cost adjustment and incorporated into the base rate. Recently a rate review was performed by Fred Wilson & Associates which provides detail of the impact to rate payers if the proposed change is made. The attached rate review report demonstrates that when compared to the typical monthly bill from the previous year, transitioning charges from rate stabilization to the base rate will provide a nearly neutral to slightly lower rate for most ratepayers, including the residential class. Staff recommends

accepting the proposed changes identified in the report memorandum from Fred Wilson & Associates.

- Option 1:** Move to
- 1) Accept the Fred Wilson & Assoc. Letter Report
  - 2) Approve the proposed changes in unit electric charges
  - 3) Direct staff to bring the proposed changes back to the commission in Ordinance format for formal approval
  - 4) Direct staff to file revised sheets with the Florida Public Service Commission and implement the revised changes

**Option 2:** Move to not accept the proposed changes.

**Staff Recommendation:**

**Option 1**

**Attachments:**

F W & A Letter Report Memorandum



Fred Wilson & Associates, Inc.  
Consulting Engineers

# MEMORANDUM

DATE: September 17, 2015  
FILE NO: 1401-4

TO: City Commission  
City of Quincy, Florida

FROM: Ed Wisser

RE: Electric Rate Review

---

## **GENERAL:**

FW&A is pleased to present this letter report of findings and recommendations from a review of the retail electric rates of the City of Quincy, as requested and authorized by City staff. We understand the revised rates will be put in place as soon as possible for Fiscal Year 2015-2016.

The primary objective of this electric rate review was to adjust the base electric charges such that there will be a net increase of \$675,000 in annual City revenues from retail electric sales. We understand these revenues will replace a similar level of revenues which the City had obtained in recent years by applying a rate stabilization fund adjustment to the Purchased Power Cost Adjustment (PCA) portion of the monthly power bills. Further, we understand these revenues will be used for electric utility renewal and replacement, rate stabilization, and/or other lawful purpose.

A secondary objective was to adjust the rate schedules applicable to demand customers to reflect changes in the wholesale demand charges that will become effective in January 2016, under the new power supply contract with Florida Power & Light Company.

## **EXISTING ANALYSIS:**

One required element of an electric rate review is to compare both the existing rate structure and the proposed rate structure with that of the nearest electric utility whose retail rates are regulated by the Florida Public Service Commission (FPSC). Duke Energy Florida was selected as the comparison utility.

The first step in the rate review analysis was to select a Test Year and compile the associated data. Fiscal Year 2013-2014 was selected as the Test Year.

The unit rates applicable to the Test Year were obtained from City ordinances and from tariff sheets on file with the Florida Public Service Commission for each of the defined rate schedules. City rate schedules are as follows: RS = Residential Service; GS = General Service; GSD = General Service Demand; GSLD = General Service Large Demand. The equivalent Duke rate schedules are as follows: RS-1, GS-1 (secondary), GSD-1 (secondary), and GSD-1 (primary).

Per the rate ordinance language, the base energy charges include a factor of 3.8 cents per kWh for wholesale power purchases. The PCA recovers the portion of wholesale power costs which are above this threshold, and is adjusted by a 6% factor to account for distribution system losses.

For the City, we determined the average of the monthly PCA in effect during the Test Year. For Duke, we determined the average of the various Billing Adjustments in effect during the Test Year.



Fred Wilson & Associates, Inc.  
 Consulting Engineers

# MEMORANDUM

Complete rate information is tabulated on Attachment 1 "Rates". Existing City rates are shown below.

EXISTING CITY RATES	Schedule ->	RS	GS	GSD	GSLD
Customer Charge	\$	6.00	16.62	60.45	60.45
Energy Charge	\$ / kWh	0.087353	0.08799	0.05963	0.053928
Demand Charge	\$ / kW	--	--	4.00	4.00
Pwr Cost Adj (PCA)	\$ / kWh	0.02488	0.02488	0.02488	0.02488

The usage data for customers under each rate schedule was obtained from the City, and was sorted and compiled into billing determinants for the Test Year. These billing determinants represent the monthly electric usage of a typical customer under each rate schedule, and are shown below.

BILLING DETERMINANTS	Schedule ->	RS	GS	GSD	GSLD
Energy	kWh	1034	3775	82443	1576200
Demand	kW	--	--	213.9	5152
Customer Count	meters	3940	842	19.4	1

The existing City unit rates were applied to the billing determinants to compute a typical electric bill for a typical customer, including PCA and State of Florida Gross Receipts Tax (GRT) recovery. Complete usage data and typical bills are tabulated on Attachment 2 "Usage". The typical electric bills and equivalent cost per kWh are shown below.

TEST YEAR BILL EXISTING RATES	Schedule ->	RS	GS	GSD	GSLD
Base Charges	\$	96.32	348.78	5832.13	102879.51
Incl PCA + GRT	\$	125.09	453.75	8079.97	145639.68
Equivalent Cost	\$ / kWh	0.12098	0.12020	0.09801	0.09240

The next step was to perform the comparison for the existing rate structure. This is accomplished by first comparing the Equivalent Cost values under each rate schedule to the residential (RS) rate schedule, to determine Rate Schedule Ratio values. The Rate Schedule Ratio values for the City and for Duke are then compared to determine Rate Structure Ratio values. These values are tabulated below.

RATE STRUCTURE EXISTING RATES	Schedule ->	RS RS-1	GS GS-1	GSD GSD-1(sec)	GSLD GSD-1(pri)
City Equiv Cost	\$ / kWh	0.12098	0.12020	0.09801	0.09240
Rate Schedule Ratio		--	0.9936	0.8101	0.7638
Duke Equiv Cost	\$ / kWh	0.12891	0.12158	0.09758	0.10176
Rate Schedule Ratio		--	1.0050	0.8066	0.8412
Rate Structure Ratio	City / Duke	--	0.9886	1.0044	0.9080

Notice that the City equivalent cost is lower than the Duke equivalent cost for all rate schedules except GSD. This is an indicator of how well the City has been doing in keeping down power supply costs, operating costs, and general fund transfers.



Fred Wilson & Associates, Inc.  
Consulting Engineers

## MEMORANDUM

### ISSUES FOR CONSIDERATION:

Rate Structure- For an electric rate review (that is, not for a cost-of-service rate study) the FPSC prefers for the Rate Structure Ratios to fall within a bandwidth of 0.90 to 1.10. The Rate Structure Ratios for the existing City rates indicate that the GS and GSD rate structure follows the Duke rate structure very closely (1.0000 would be a perfect match). The City GSLD rate structure is somewhat lower than Duke.

The FPSC prefers any rate changes to result in a Rate Structure Ratio closer to unity. Therefore, the rate structure comparison indicates that any City rate changes should affect the GSLD rate schedule to a greater degree than the other rate schedules. A differential change of approximately 2% is generally considered reasonable and should be considered.

Customer Charge- The City customer charge for GSD and GSLD customers are identical. Both types of customers require demand meters, but the cost to install primary metering for a GSLD customer is higher than the cost to install secondary metering for a GSD customer. This differential can be observed in the equivalent Duke rates. An increase in the GSLD customer charge should be considered.

Demand Charges- In our opinion, retail demand charges should mirror the wholesale demand (capacity) charge paid by the City. When that is the case, the City is essentially indifferent to whether a demand customer takes action to increase or decrease their demand. The present demand charge of \$4.00/kW is \$1.00 less than what is being paid under the present power supply contract. A new power supply contract will be going into effect in January 2016. Charges under that contract are weighted even more heavily to capacity and less to energy. In the same way, we believe increases in the demand portion and decreases in the energy portion of the GSD and GSLD rates should be considered.

Gross Receipts Tax Recovery- The City pays an amount of 2.50% of all electric revenues to the State of Florida as a Gross Receipts Tax. The City is entitled to recover this amount from all customers, and applies a recovery factor of 2.50% to all electric bills. This recovery factor is not considered a tax per the Department of Revenue. However, the factor applied by the City does not fully recover the amount that must be remitted to the State. For example, GRT recovery on \$1,000,000 in sales is \$25,000. The City then must pay the state 2.50% of \$1,025,000, or \$25,625. The correct factor to use is 2.5641% as shown in the Duke BA-1 rate schedule. A change of this factor should be considered.

Purchased Power Cost Adjustment- The PCA methodology of the City is very simple and easy to implement. However, it is not clear to FW&A whether all purchased power costs are recovered through the PCA, nor whether excess costs are recovered. Review of the PCA methodology was not included within the scope of this electric rate review. However, the City may want to consider reviewing the performance of the PCA methodology, and possibly implementing some type of true-up process if necessary.

### PROPOSED CHANGES:

The GSLD customer charge was increased as described in the Issues discussion. During the first five years of the new wholesale power supply contract, the capacity charge will range from \$6.95 to \$8.00 per kW, so a median value was selected as new revised City demand charge, as described in the Issues discussion. GSD and GSLD energy charges were reduced to offset the increase in the demand charge. Finally, the PCA for FY13-14 was re-calculated to remove the rate stabilization fund adjustment dollars (about \$842,000). Complete rate information is tabulated on Attachment 1 "Rates". Proposed City unit rates are shown below (changes in **BOLD**).





Fred Wilson & Associates, Inc.  
Consulting Engineers

# MEMORANDUM

PROPOSED CITY RATES	Schedule ->	RS	GS	GSD	GSLD
Customer Charge	\$	6.00	16.62	60.45	<b>120.90</b>
Energy Charge	\$ / kWh	<b>0.09241</b>	<b>0.09319</b>	<b>0.05574</b>	<b>0.04938</b>
Demand Charge	\$ / kW	--	--	<b>7.50</b>	<b>7.50</b>
Pwr Cost Adj (PCA)	\$ / kWh	0.01798	0.01798	0.01798	0.01798

The proposed City unit rates were applied to the billing determinants to compute a typical electric bill for a typical customer, including PCA and GRT recovery. The GRT value was updated for the proposed rate scenario as described in the Issues discussion. Complete typical bills are tabulated on Attachment 2 "Usage". The typical electric bills and equivalent cost per kWh are shown below.

TEST YEAR BILL PROPOSED RATES	Schedule ->	RS	GS	GSD	GSLD
Base Charges	\$	101.55	368.41	6260.07	113694.77
Incl PCA + GRT	\$	123.22	447.49	7941.20	145682.15
Equivalent Cost	\$ / kWh	0.11917	0.11854	0.09632	0.09243

Rate Structure Ratio values were calculated for the proposed City rates, and are shown below. Duke values are not repeated. As compared to the ratios for the existing rates, the values for schedules GS and GSD were moved slightly closer to unity, and the value for GSLD was increased by slightly less than 2% as described in the Issues discussion.

RATE STRUCTURE PROPOSED RATES	Schedule ->	RS RS-1	GS GS-1	GSD GSD-1(sec)	GSLD GSD-1(pri)
City Equiv Cost	\$ / kWh	0.11917	0.11854	0.09632	0.09243
Rate Schedule Ratio		--	0.9947	0.8083	0.7756
Rate Structure Ratio	City / Duke	--	0.9898	1.0021	0.9220

## **REVENUES AND BILL IMPACT:**

Based on the usage data for the Test Year, the proposed City rates will produce an increase in net revenues of just over \$675,000. This value excludes revenues from PCA and GRT, since those costs are simply passed through. A summary of the revenue analysis is shown below.

SUMMARY OF NET REVENUES	Schedule ->	RS	GS	GSD	GSLD	TOTALS
Customer Count	meters	3940	842	19.4	1	4802
Annual Sales	MWh	48,890	38,119	19,209	18,914	125,134
Test Year Revenues	\$					10,669,719
Proposed Revenues	\$					11,344,726
Revenue Increase	\$					675,007

While the rate structure analysis was performed for the FY13-14 Test Year, it is important to know the impact on typical electric bills in 2015. Complete bill impact and revenue information is tabulated on Attachment 3 "Revenues". Typical bill values and the amount of change are shown below.



Fred Wilson & Associates, Inc.  
 Consulting Engineers

# MEMORANDUM

BILL IMPACT PROPOSED RATES	Schedule ->	RS	GS	GSD	GSLD
Total Monthly 2015	\$	123.40	447.57	7944.82	143055.68
Total Bill Proposed	\$	123.22	447.49	7941.20	145682.15
Change from Existing	\$	-0.18	-0.08	-3.62	2626.47
Change from Existing	%	-0.15%	-0.02%	-0.05%	1.84%

**SUMMARY:**

The proposed changes resulting from the electric rate review analysis accomplish the two objectives as described in the General discussion.

1. Net revenues from base charges are increased by an annual amount of \$675,000.
2. Relative demand and energy charges in the demand rate schedules are adjusted in anticipation of the wholesale costs which will go into effect in January 2016.

Further, the proposed changes accomplish the following:

3. Rate Structure Ratios are improved.
4. Gross Receipts Tax recovery is improved.
5. City rates still compare favorably to equivalent Duke retail rates.

FW&A has also prepared “red-line” and “clean” versions of the proposed revised rate tariff sheets for City use in filing with the FPSC.

**COMMISSION ACTION:**

FW&A understands City staff will request the following action from the City Commission:

- Accept the FW&A Letter Report Memorandum and its Attachments as presented;
- Approve the proposed changes in unit electric charges and in the GRT recovery calculation; and
- Direct City staff to update the City rate ordinance, file the proposed revised rate tariff sheets with the FPSC, and implement the revised electric charges.



Fred Wilson & Associates, Inc.  
Consulting Engineers

# MEMORANDUM

It has been our pleasure to assist the City in this effort.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'C. Edward Wisser'. The signature is fluid and cursive, with a prominent initial 'C'.

---

C. Edward Wisser, PE

## ATTACHMENTS

COPY TO: Mike Wade  
Master File  
Job File

RATES

	Schedule	Existing City Rates				Duke Florida Rates				Proposed City Rates			
		RS	GS	GSD	GSLD	RS-1	GS-1(sec)	GSD-1(sec)	GSD-1(pri)	RS	GS	GSD	GSLD
Customer Charge	\$	6.00	16.62	60.45	60.45	8.76	11.59	11.59	146.56	6.00	16.62	60.45	120.90
Energy Charge	\$/ kWh	0.087353	0.08799	0.05963	0.053928	0.04974	0.05403	0.02256	0.02256	0.09241	0.09319	0.05574	0.04938
Energy > 1000	\$/ kWh					0.06336							
Minimum Energy	kWh/yr							24000	24000				
Demand Charge	\$/ kW			4.00	4.00			5.06	4.66			7.50	7.50
Minimum Demand	kW			35	1000							35	1000
Pri Mtr Discount	%												1%
TX Own Discount	\$/ kW												0.34
Pwr Cost Adj	\$/ kWh	0.02488	0.02488	0.02488	0.02488					0.01798	0.01798	0.01798	0.01798
FCRF + ECRC	\$/ kWh					0.04212	0.04498	0.04518	0.04475				
FCRF + ECRC > 1000	\$/ kWh					0.05212							
ECCR + CCR	\$/ kWh					0.02046	0.01647						
ECCR + CCR Demand	\$/ kW							5.446	5.191				

Adjustment Factors		Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	FY13-14
Quincy All Classes														
Pwr Cost Adj	\$/ kWh	0.0223	0.0228	0.0200	0.0214	0.0257	0.0327	0.0270	0.0277	0.0296	0.0265	0.0236	0.0192	0.02488
PCA- No Rate Stab	\$/ kWh	0.0157	0.0125	0.0141	0.0196	0.0252	0.0189	0.0199	0.0227	0.0206	0.0175	0.0148	0.0143	0.01798
Pwr Cost Base	\$/ kWh													0.00380
Duke RS-1														
Fuel Cost Recovery	\$/ kWh	0.03393	0.03393	0.03393	0.04077	0.04077	0.04077	0.04077	0.04077	0.04077	0.04077	0.04077	0.04077	0.039060
FCRF > 1000	\$/ kWh	0.04393	0.04393	0.04393	0.05077	0.05077	0.05077	0.05077	0.05077	0.05077	0.05077	0.05077	0.05077	0.049060
ECCR	\$/ kWh	0.00306	0.00306	0.00306	0.00402	0.00402	0.00402	0.00402	0.00402	0.00402	0.00402	0.00402	0.00402	0.003780
CCR	\$/ kWh	0.01738	0.01738	0.01738	0.01644	0.01644	0.01644	0.01644	0.01644	0.01644	0.01644	0.01644	0.01644	0.016675
ECRC	\$/ kWh	0.00494	0.00494	0.00494	0.00243	0.00243	0.00243	0.00243	0.00243	0.00243	0.00243	0.00243	0.00243	0.003058
Duke GS-1 (sec)														
Fuel Cost Recovery	\$/ kWh	0.03703	0.03703	0.03703	0.04364	0.04364	0.04364	0.04364	0.04364	0.04364	0.04364	0.04364	0.04364	0.041988
ECCR	\$/ kWh	0.00265	0.00265	0.00265	0.00345	0.00345	0.00345	0.00345	0.00345	0.00345	0.00345	0.00345	0.00345	0.003250
CCR	\$/ kWh	0.01379	0.01379	0.01379	0.01303	0.01303	0.01303	0.01303	0.01303	0.01303	0.01303	0.01303	0.01303	0.013220
ECRC	\$/ kWh	0.00490	0.00490	0.00490	0.00235	0.00235	0.00235	0.00235	0.00235	0.00235	0.00235	0.00235	0.00235	0.002988
Duke GSD-1(sec)														
Fuel Cost Recovery	\$/ kWh	0.03703	0.03703	0.03703	0.04408	0.04408	0.04408	0.04408	0.04408	0.04408	0.04408	0.04408	0.04408	0.042318
ECCR	\$/ kW	0.90	0.90	0.90	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.18	1.110
CCR	\$/ kWh	0.01184	0.01184	0.01184										
CCR	\$/ kW	4.563	4.563	4.563	4.26	4.26	4.26	4.26	4.26	4.26	4.26	4.26	4.26	4.336
ECRC	\$/ kWh	0.00485	0.00485	0.00485	0.00220	0.00220	0.00220	0.00220	0.00220	0.00220	0.00220	0.00220	0.00220	0.002863
Duke GSD-1(pri)														
Fuel Cost Recovery	\$/ kWh	0.03666	0.03666	0.03666	0.04364	0.04364	0.04364	0.04364	0.04364	0.04364	0.04364	0.04364	0.04364	0.041895
ECCR	\$/ kW	0.89	0.89	0.89	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.17	1.100
CCR	\$/ kWh	0.01172	0.01172	0.01172										
CCR	\$/ kW	3.586	3.586	3.586	4.26	4.26	4.26	4.26	4.26	4.26	4.26	4.26	4.26	4.091
ECRC	\$/ kWh	0.00480	0.00480	0.00480	0.00220	0.00220	0.00220	0.00220	0.00220	0.00220	0.00220	0.00220	0.00220	0.002850

USAGE

TEST YEAR: FY13-14

Determinants	Schedule	City (Existing)				Duke				City (Proposed)			
		RS	GS	GSD	GSLD	RS-1	GS-1(sec)	GSD-1(sec)	GSD-1(pri)	RS	GS	GSD	GSLD
Customer Charge	Meter	1	1	1	1	1	1	1	1	1	1	1	1
Energy	kWh	1034	3775	82443	1576200	1000	3775	82443	1576200	1034	3775	82443	1576200
Energy > 1000	\$ / kWh					34							
Demand	kW			213.9	5152			213.9	5152			213.9	5152
Typical Bill													
Customer Charge	\$	6.00	16.62	60.45	60.45	8.76	11.59	11.59	146.56	6.00	16.62	60.45	120.90
Energy Charge	\$ / kWh	90.32	332.16	4916.08	84151.30	49.74	203.96	1859.91	35203.48	95.55	351.79	4595.37	77054.43
Energy > 1000	\$ / kWh					2.15							
Demand Charge	\$ / kW			855.60	18667.76			1082.33	23768.24			1604.25	36519.44
Subtotal 1		96.32	348.78	5832.13	102879.51	60.65	215.55	2953.83	59118.28	101.55	368.41	6260.07	113694.77
Pwr Cost Adj	\$ / kWh	25.72	93.90	2050.77	39207.98					18.59	67.89	1482.60	28345.33
FCRF + ECRC	\$ / kWh					42.12	169.78	3724.77	70527.07				
FCRF + ECRC > 1000	\$ / kWh					1.77							
ECCR + CCR	\$ / kWh					21.15	62.17						
ECCR + CCR Demand	\$ / kW							1164.87	26746.11				
Subtotal 2		122.04	442.68	7882.90	142087.49	125.69	447.50	7843.47	156391.46	120.14	436.30	7742.67	142040.10
Gross Receipts Tax	\$	3.05	11.07	197.07	3552.19	3.22	11.47	201.11	4010.03	3.08	11.19	198.53	3642.05
Total	\$	125.09	453.75	8079.97	145639.68	128.91	458.97	8044.58	160401.49	123.22	447.49	7941.20	145682.15
Equivalent Cost	\$ / kWh	0.12098	0.12020	0.09801	0.09240	0.12891	0.12158	0.09758	0.10176	0.11917	0.11854	0.09632	0.09243
Rate Schedule Ratio			0.9936	0.8101	0.7638		1.0050	0.8066	0.8412		0.9947	0.8083	0.7756
Rate Structure Ratio			0.9886	1.0044	0.9080						0.9898	1.0021	0.9220

REVENUES

2015	Schedule	City (Existing)					City (Proposed)				
		RS	GS	GSD	GSLD	Total	RS	GS	GSD	GSLD	Total
Average Monthly Bill (from Base Rates)	\$	96.32	348.78	5832.13	102879.51		101.55	368.41	6260.07	113694.77	
Number of Customers		3940	842	19.4	1	4802	3940	842	19	1	4802
Sales	kWh	48890622	38119950	19209219	18914400	125,134,191					
Net Revenues (excluding PCA, GRT)	\$	4,554,299	3,521,980	1,358,886	1,234,554	10,669,719	4,801,589	3,720,204	1,458,596	1,364,337	11,344,726
Revenue Increase	\$						247,290	198,224	99,710	129,783	675,007
Pwr Cost Adj	\$	24.07	87.87	1918.91	36687.01		18.59	67.89	1482.60	28345.33	
Gross Receipts Tax	\$	3.01	10.92	193.78	3489.16		3.08	11.19	198.53	3642.05	
Total Monthly Bill	\$	123.40	447.57	7944.82	143055.68		123.22	447.49	7941.20	145682.15	
Change (Dollars)							-0.18	-0.08	-3.62	2626.47	
Change (Percent)							-0.15%	-0.02%	-0.05%	1.84%	

RESOLUTION No. 1335-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF QUINCY AUTHORIZING THE FIRST AMENDMENT TO A CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE FUNDING OF THE MILLING AND RESURFACING OF MARTIN LUTHER KING Jr. BLVD FROM STATE ROAD 267 TO SOUTH ATLANTA STREET.

WHEREAS, as authorized by City of Quincy Resolution No. 1326-2015, on May 15, 2015, in accordance with Section 339.2818, Florida Statutes, the Department and the City entered into a Small County Outreach Program Agreement, contract number ARS20 (the "Agreement"), whereby the Department agreed to provide the City with financial assistance under Financial Project Number 437267-1-54-01, to accommodate the milling and resurfacing of Martin Luther King, Jr. Boulevard from State Road 267 to South Shelfer Street ("Project"), and the City agreed to furnish the services with which to construct the Project; and

WHEREAS, on June 24, 2015, City of Quincy staff requested that the Department amend the Agreement to expand the project limits beyond Shelfer Street to South Atlanta Street; and

WHEREAS, paragraph 27 of the Agreement states that no amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient (City) and authorized officer of the Department or his/her delegate; and

WHEREAS, the Department and the City mutually desire to enter into a First Amendment to the Agreement in order to expand the project limits beyond Shelfer Street to South Atlanta Street.

**NOW, THEREFORE, BE ADOPTED AND RESOLVED, by the City Commission of the City of Quincy, Florida, that:**

The Commission enter into a First Amendment to Small County Outreach Program Agreement (FPID# 43726715401) with the Florida Department of Transportation

for funds to provide milling and resurfacing on Martin Luther King Jr. Boulevard from State Road 267 to South Atlanta Street; and that the Mayor sign the first amended agreement. The Mayor is hereby authorized to execute such first amended agreement on behalf of the City and City staff is authorized to take such actions and to prepare and execute such additional documents as are necessary to comply with the terms of the Agreement as amended.

PASSED AND ADOPTED by the City Commission of the City of Quincy, Florida, this \_\_\_\_ DAY of October 2015.

BY:

---

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

ATTEST:

---

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



**CITY OF QUINCY**

**CITY COMMISSION AGENDA REQUEST**

MEETING DATE: October 13, 2015  
DATE OF REQUEST: October 8, 2015  
TO: Honorable Mayor and Members of the City Commission  
FROM: Mike Wade, City Manager  
SUBJECT: Resolution 1335-2015 - Small County Outreach Program (SCOP) – Amendment One

---

**Statement of Issue:**

The Florida Department of Transportation (FDOT) has offered to amend the Small County Outreach Program Agreement between the Florida Department of Transportation and the City of Quincy dated May 5, 2015.

**Background :**

The City of Quincy was recently approved for funding through the Florida Department of Transportation and the Small County Outreach Program (SCOP) for a paving project located on Martin Luther King Jr. Boulevard (MLK). The original scope of the project consisted of a portion of roadway between Pat Thomas Parkway and Shelfer Street with an alternate section that continued along MLK from Shelfer Street to Atlanta Street. The first section of the project was approved for funding through SCOP but the alternate section was not included for SCOP funding. The City was to provide funds for the alternate work at a price of \$69,568.00. Upon further discussions with FDOT they agreed that the alternate work was actually a part of the overall work planned in the beginning and that the alternate section should have been included as part of the total project. After additional review FDOT will authorize funding for the proposed work on MLK from Shelfer Street to Atlanta Street through SCOP. The inclusion of the alternate work for this project will be done through an amendment to the original agreement.

**Staff Recommendation:**

Staff recommends adopting Resolution 1335-2015 and authorizing the Mayor to sign the First Amendment to The State of Florida Department of Transportation Small County Outreach Program Agreement.

**Options:**

1. Move to Adopt resolution 1335-2015 and authorize the Mayor to sign the First Amendment to The State of Florida Department of Transportation Small County Outreach Program Agreement
2. Do not adopt Resolution 1335-2015

**Recommended Option**

**Option 1**

**Attachments:**

1. SCOP Amendment One
2. DOT Agreement

**FIRST AMENDMENT TO  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

Financial Project No.: 437267-1-54-01  
Contract No.: ARS20  
Vendor No.: F596000416003  
Catalog of State Financial Assistance No.: 55.009

**This First Amendment to the State of Florida Department of Transportation Small County Outreach Program Agreement** (the "Amendment") is made this \_\_\_ day of \_\_\_\_\_, 2015, between the State of Florida, Department of Transportation (the "Department"), and City of Quincy (the "Recipient").

**RECITALS**

1. On May 15, 2015, in accordance with Section 339.2818, Florida Statutes, the Department and the Recipient entered into a Small County Outreach Program Agreement, contract number ARS20 (the "Agreement"), whereby the Department agreed to provide the Recipient with financial assistance under Financial Project Number 437267-1-54-01, to accommodate the milling and resurfacing of Martin Luther King, Jr. Boulevard from State Road 267 to South Shelfer Street (the "Project"), and the Recipient agreed to furnish the services with which to construct the Project.
2. The project limits are further described in the Resolution No. 1326-2015 (Exhibit "E" to the Agreement).
3. On June 24, 2015, the Recipient requested that the Department amend the Agreement to expand the project limits beyond Shelfer Street to South Atlanta Street.
4. Paragraph 27 of the Agreement states that no amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and authorized officer of the Department or his/her delegate.
5. The Department and the Recipient mutually desire to amend the Agreement by expanding the project limits beyond Shelfer Street to South Atlanta Street.
6. The Recipient, by resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 201\_, a copy of which is attached hereto and made a part hereof, has authorized the \_\_\_\_\_ to enter into this Amendment.

**NOW, THEREFORE**, the Department and the Recipient hereto do agree as follows:

7. The aforementioned recitals in paragraphs 1-6 are true and are by reference incorporated and made part of this Amendment.

8. The project limits for the Project described in Exhibit “E” of the Agreement are hereby amended as follows: “Martin Luther King, Jr. Boulevard from State Road 267 to South Atlanta Street.”

9. Except as hereby modified, amended or changed, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

*The remainder of this page intentionally left blank*

**IN WITNESS WHEREOF**, the Recipient and the Department have executed this Amendment on the date(s) below.

**RECIPIENT:**

CITY OF QUINCY

By: \_\_\_\_\_  
DERRICK D. ELIAS  
Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
SYLVIA HICKS  
City Clerk

Approved as to form and legal sufficiency:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEPARTMENT:**

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
JAMES T. BARFIELD, P.E.  
District Three Secretary

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Executive Secretary (Seal)

Legal Review:  
\_\_\_\_\_  
Office of the General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**  
(Project Administered by County)

Financial Project No: <u>43726715401</u>	Vendor No.: <u>F596000416003</u>
Contract No. <u>ARS20</u>	CSFA No. and Title: 55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement (“Agreement”) is entered into this 15 day of May, 2015 between the State of Florida, Department of Transportation (“Department”) and City of Quincy, (“Recipient”). The Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program (“SCOP”) has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity (“RAO”)) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit “A” attached and incorporated in this Agreement (“Project”), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, D and E are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement as Exhibit E.

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through January 31, 2016. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
  - a. Design plans contract to begin on or before May 31, 2015, and design plans to be completed by August 31, 2015.
  - b. Actual Construction shall begin no later than October 31, 2015, and be completed by January 31, 2016.
4. The Department will participate in a maximum of 100 % of the actual total project costs up to \$234,529.00 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
  - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
  - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
  - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 43726715401, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require written approved in advance by the Department.
  - d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to



reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit "D."

- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.



- h. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- l. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
  - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
  - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local





have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project.

9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
  - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant



Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.

13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to

the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“To the fullest extent permitted by law the Recipient’s contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.

To the fullest extent permitted by law, the Recipient’s consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

17. The Recipient shall carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers’ Compensation Insurance as required by the State of Florida under the Workers’ Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:  
Florida Department of Transportation  
Program Management Office  
1074 Highway 90  
Chipley, Florida 32428  
Attention: Project Manager  
Copy: District Chief Counsel

TO RECIPIENT:  
City of Quincy  
404 West Jefferson St.  
Quincy, Florida 32351  
Attention Marvin Cox

23. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.



24. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this agreement.
25. This Agreement shall not be construed to grant any third party rights.
26. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
30. Time is of the essence as to each and every obligation under this Agreement.
31. The Department and the Recipient acknowledge and agree to the following:
  - i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.
32. This Agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

City of Quincy

(Name of RECIPIENT)

BY: Derrick D. Elias

Title: Mayor

Print Name Derrick D. Elias

Attest: Sylvia Hicks

Title: City Clerk

Print Name Sylvia Hicks

Recipient's Legal Review Scott Shirley

Print Name Scott Shirley

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

BY: [Signature]

Title: District 3 Secretary

Date: 5/15/2015

Legal Review: [Signature]

See attached encumbrance form for date of funding approval by Comptroller

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND**  
**DELIVERABLES**

**MARTIN LUTHER KING JR BLVD RESURFACING**  
**CITY OF QUINCY**

Item	Description	Qty	Unit	Unit Price	Total
<b>GENERAL COSTS</b>					
1.01	MOBILIZATION	1	LS	\$6,500.00	\$6,500.00
1.02	BONDS AND INSURANCE	1	LS	\$4,500.00	\$4,500.00
1.03	MAINTENANCE OF TRAFFIC	1	LS	\$3,500.00	\$3,500.00
1.04	LAYOUT	1	LS	\$2,000.00	\$2,000.00
1.05	NPDES PERMITTING	1	LS	\$1,500.00	\$1,500.00
				<b>SUBTOTAL</b>	<b>\$18,000.00</b>
<b>CONSTRUCTION COSTS</b>					
2.01	SUPERPAVE ASPH/CONG, TRAF B (1.5')	950	TON	\$105.00	\$99,750.00
2.02	MILLING EXIST ASPH/PAVT, 1.5" AVG DEPTH	10,800	SY	\$5.00	\$54,000.00
2.03	PERFORMANCE TURF, SOD	250	SY	\$3.00	\$750.00
2.04	RETRO-REFLECTIVE PAVEMENT MARKERS	154	EA	\$5.50	\$847.00
2.05	PAINTED TEMPORARY PAVEMENT MARKINGS	1.17	NM	\$2,500.00	\$2,921.40
2.06	THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	1.17	NM	\$6,000.00	\$7,011.36
2.07	THERMOPLASTIC PAVEMENT YELLOW CENTER STRIPING (6") AND LAYOUT (per MUTCD standards)	1.17	NM	\$6,000.00	\$7,011.36
2.08	THERMOPLASTIC STOP BAR AND MESSAGE AND LAYOUT (per MUTCD standards)	1	EA	\$650.00	\$650.00
2.09	CONTRACTOR'S EROSION AND SEDIMENT CONTROL	1	LS	\$4,500.00	\$4,500.00
				<b>SUBTOTAL</b>	<b>\$177,441.12</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$195,441.12</b>
3.01	DESIGN AND INSPECTION (10%)	1	LS	\$19,544.11	\$19,544.11
3.02	CONTINGENCY	1	LS	\$19,544.11	\$19,544.11
				<b>SUBTOTAL</b>	<b>\$39,088.22</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$234,529.34</b>



**EXHIBIT "B"**

**METHOD OF COMPENSATION**

FINANCIAL PROJECT NO.43726715401

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Quincy

referenced by the above Financial Project Number.

Schedule of Funding:

	FY 2015	FY	FY	TOTAL
I. TOTAL PROJECT COST:	\$ 234,529	\$	\$	\$
Design	\$ 9,772	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$ 214,985	\$	\$	\$
CEI	\$ 9,772	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$	(100%) or \$	(100%) or \$	(100%) or \$
Local Participation	(0%) or \$	(0%) or \$	(0%) or \$	(0%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$ 234,529	\$	\$	\$

Please submit 1 original and 3 copies (insert no. of invoices required) copies of invoice(s) to the following address: Florida Department of Transportation

Program Management Office 1074 Highway 90 Chipley Florida 32428

**EXHIBIT "C"**

**STATE FINANCIAL ASSISTANCE**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)  
**CSFA Number:** 55.009  
**Award Amount:**

Specific information for CSFA Number 55.009 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Compliance requirements for CSFA Number 55.009 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

**EXHIBIT "D"**  
**NOTICE OF COMPLETION**

SMALL COUNTY OUTREACH PROGRAM

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

\_\_\_\_ RECIPIENT

PROJECT DESCRIPTION: \_\_\_\_\_

FINANCIAL PROJECT NUMBER: \_\_\_\_\_

In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

# RESOLUTION NO. 1336-2015

## A RESOLUTION GRANTING THE REQUEST OF THE EAST GADSDEN HIGH SCHOOL THE TEMPORARY ROAD CLOSINGS FOR THE 2015 ANNUAL EAST GADSDEN HIGH SCHOOL HOMECOMING PARADE

WHEREAS, the East Gadsden High School has requested the closing of certain roads for its 2015 Annual East Gadsden High School Homecoming Parade to be held on Friday, October 23<sup>rd</sup> 2015; and, the East Gadsden High School Homecoming Parade event to take place as planned and that such use will not interfere with the safe and efficient movement of traffic or cause danger to the public.

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Quincy, Florida, in lawful session assembled, that the City of Quincy does hereby authorize and permit the temporary closing of the following state roads, to-wit: Adams Street (State Road 267) between East King Street and East Washington Street, and the following city streets, King Street, West of Stewart Street intersections, Stewart Street (between King Street and Washington Street) Calhoun Street (North and South of King Street and Washington Street), Jackson Street (North and South of King Street and Washington Street), Monroe Street (North and South of King Street and Washington Street), Ward Street (South of Washington Street) Key Street (South of Washington Street) and Washington Street at intersection of Washington and 9<sup>th</sup> Street, for the 2015 annual East Gadsden School Homecoming Parade to begin at 3:30 P.M. on Friday, October 23, 2015, which said event shall not exceed approx. three hours in duration or until 6:30 P.M. on Friday, October 23, 2015.

**ADOPTED this                      the day of                      , A.D. 2015 CITY OF QUINCY, FLORIDA**

BY: \_\_\_\_\_  
Presiding Officer of the *City Commission of the*  
City of Quincy, Florida

**ATTEST:**

BY: \_\_\_\_\_  
Clerk of the City of Quincy and  
Clerk of the Commission thereof

# THE CITY OF QUINCY POLICE DEPARTMENT

121 East Jefferson Street

Quincy, Florida 32351

Phone: (850) 875-7335

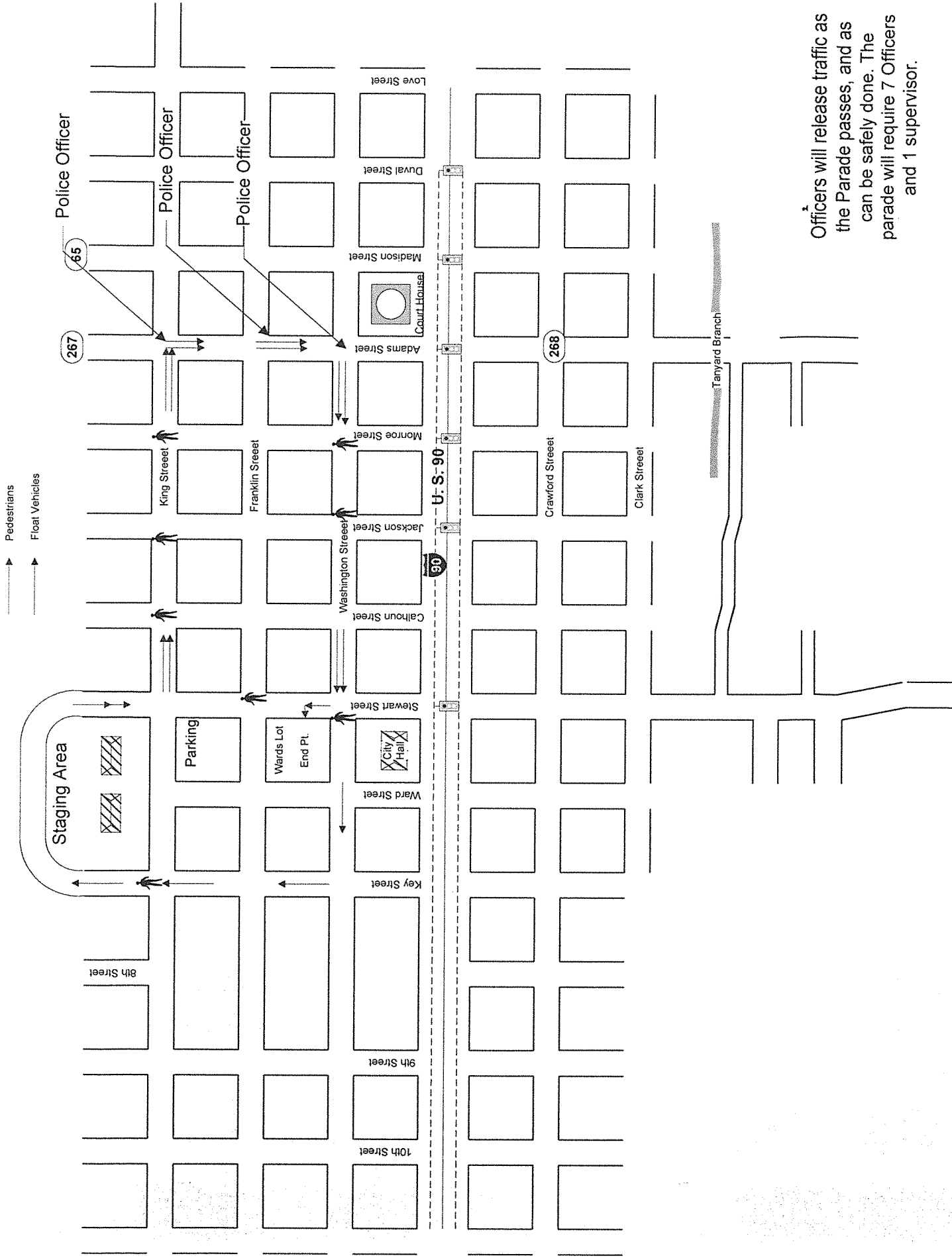
Fax: (850) 627-3979

## PARADE/EVENT PERMIT

NAME OF ORGANIZATION		PERSON IN CHARGE		DATE	
GADSDEN COUNTY SCHOOL BOARD		Robert Mixson, Captain		10/23/2015	
ADDRESS OF ORGANIZATION				TELEPHONE NUMBER	
27001 Blue Star Hwy Havana, Florida 32333				850-662-2300	
TITLE OF EVENT					
Homecoming Parade					
DATE OF EVENT:	ALTERNATE DATE:	START TIME	DURATION OF EVENT	ENDING TIME	
10/23/2015		4:00 P.M.	2 hours	6:00 P.M.	
EVENT LOCATION OR PARADE ROUTE: (if Permit is for parade, attach map indicating route, starting point and ending point.) :					
The Parade will start at the Quincy Education Center on West King Street and travel East to North Adams turning south on Adams St. to W. Washington Street, then turn west on Washington to Ward's Lot, just west of South Stewart Street.					
SPECIAL CONDITIONS OR NEEDS: (Any applicable rental fees, clean up fees, Utility fees, or other services required must be approved by the City Manager prior to permit approval.)					
Trash pickup will be conducted by the East Gadsden Activity Committee, immediately after the Home coming parade ends.					
LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000.00 LISTING THE CITY OF QUINCY AS AN ADDITIONAL INSURED, WITH A HOLD HARMLESS AGREEMENT, MUST BE OBTAINED AND ATTACHED TO PERMIT.					
Insurance and Agreement Attached: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied					
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Dlen H. Lopp, Chief of Police</i>					
FDOT Permit: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A					
COMMENTS: <u>The police Dept. will seek permission from FDOT to close N. Adams St., after the commission approval</u>					



# 2015 East Gadsden High School Homecoming Parade



Officers will release traffic as the Parade passes, and as can be safely done. The parade will require 7 Officers and 1 supervisor.

**CERTIFICATE OF COVERAGE**

**Certificate Holder**

City of Quincy  
404 W. Jefferson Street  
Quincy, FL 32351

**Administrator**

Issue Date 10/9/15

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

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

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

**AGREEMENT NUMBER:** FMIT 0857      **COVERAGE PERIOD:** FROM 10/1/15      **COVERAGE PERIOD:** TO 10/1/16 12:01 AM STANDARD TIME

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

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

**Limits of Liability**

\* Combined Single Limit  
Deductible Stoploss \$25,000

**Automobile Liability**

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

**Limits of Liability**

\* Combined Single Limit  
Deductible N/A

**TYPE OF COVERAGE - PROPERTY**

- Buildings**
  - Basic Form
  - Special Form
- Personal Property**
  - Basic Form
  - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

**Miscellaneous**

- Inland Marine
- Electronic Data Processing
- Bond

**Limits of Liability on File with Administrator**

**TYPE OF COVERAGE - WORKERS' COMPENSATION**

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

**Automobile/Equipment - Deductible**

- Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      N/A - Miscellaneous Equipment

**Other**

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

**Description of Operations/Locations/Vehicles/Special Items**

RE: Coverage Verification for East Gadsden High School Homecoming Parade on October 23, 2015

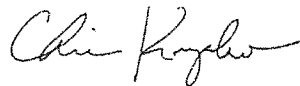
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

**Designated Member**

The School Board of Gadsden County  
35 Martin Luther King Jr. Boulevard  
Quincy FL 32351

**Cancellations**

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



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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

Date: \_\_\_\_\_

Permit No. \_\_\_\_\_

Governmental Entity

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

Organization Requesting Special Event

Name of Organization	<u>East Gadsden High School</u>	Contact Person	<u>Erica S. Farmer</u>
Address	<u>270001 Blue Star Memorial Highway</u>		
Telephone	<u>(850) 662-2300</u>	Email	<u>FarmerE@gcpsmafl.com</u>

Description of Special Event

Event Title	<u>East Gadsden Homecoming Parade</u>	Date of Event	<u>10/23/15</u>
Start Time	<u>3pm</u>	End Time	<u>6pm</u>
Event Route (attach map)	<u>See attached map</u>		
Detour Route (attach map)	<u>see attached map</u>		

Law Enforcement Agency Responsible for Traffic Control

Name of Agency	<u>Quincy Police Dept.</u>
----------------	----------------------------

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable	<input type="checkbox"/>
Copy of USCG Approval Letter Attached	<input type="checkbox"/>
Bridge Location	_____

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

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

Signatures of Authorization

Event Coordinator	<u>Larry Gilyard</u>	Signature	<u>Larry Gilyard</u>	Date	<u>10/8/15</u>
Law Enforcement Name/Title	<u>Lieutenant</u>	Signature	<u>Larry Gilyard</u>	Date	<u>10/8/15</u>
Government Official Name/Title	<u>Mike Wade City Manager</u>	Signature	<u>Mike Wade</u>	Date	<u>10/9/15</u>

FDOT Special Conditions


FDOT Authorization

Name/Title	_____	Signature	_____	Date	_____
------------	-------	-----------	-------	------	-------

**INDEMNIFICATION AND HOLD HARMLESS  
AGREEMENT**

WHEREAS, the SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA has requested the CITY OF QUINCY, FLORIDA to permit the temporary closing of certain city streets for the annual East Gadsden High School Homecoming Parade to be held on Friday, October 23, 2015 from 3:30 P. M. to 6:30 P.M., and,

WHEREAS, in order for such temporary closure to take place, the CITY OF QUINCY, FLORIDA requires that the requesting party agree to certain conditions and restrictions imposed by the City's policy for such parades including entering into this Hold Harmless Agreement.

NOW THEREFORE, THIS INDENTURE made and entered into this

\_\_\_\_\_ day of October, A.D. 2015 by and between the SCHOOL BOARD OF GADSDEN

COUNTY, FLORIDA, of Post Office Box 1499, Quincy, Florida 32351, hereinafter called the PERMITTEE, and the CITY OF QUINCY, FLORIDA, of 404 West Jefferson Street, Quincy, Florida 32351-2328, hereinafter called the CITY.

**WITNESSETH:**

That for and in consideration of the CITY'S granting permission for the temporary closure of certain City Streets, the PERMITTEE does hereby agree as follows, to-wit:

1. THAT the PERMITTEE will be issued a parade permit by the, CITY for the Annual East Gadsden High School Homecoming Parade to be held Friday, October 23, 2015 3:30 P.M. to 6:30 P.M. (hereinafter called the PARADE).

2. THAT the PERMITTEE will assume all responsibility for any liability claims arising from or based upon all activities connected with the PARADE, and the CITY will not be held responsible for any loss, costs or expenses arising in any manner as a result of the aforementioned event.

3. THAT the PERMITTEE will purchase at its own expense a liability insurance policy providing special events coverage for the PARADE with limits of at least \$300,000 and showing the CITY OF QUINCY as an additional named insured, and a copy of said policy shall be provided to the CITY prior to such event.

4. THAT the PERMITTEE will indemnify and hold the CITY harmless from and against any and all claims, losses, injuries, damages, liabilities or expenses of whatever kind or nature, which may arise out of or result from the PARADE.

5. THAT the PERMITTEE will not authorize or permit any commercial use of the roadways involved or temporarily closed for the PARADE, except as may be otherwise specifically allowed by law.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the \_\_\_\_\_, day of \_\_\_\_\_, A.D. 2015.

SIGNED, sealed and delivered  
In the presence of-

Erica S. Farmer  
Print Name  
Erica S. Farmer  
Signature

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature

SCHOOL BOARD OF GADSDEN COUNTY,  
FLORIDA

BY: Erica S. Farmer  
Its \_\_\_\_\_

CITY OF QUINCY, FLORIDA

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