

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, September 24, 2013

6:00 PM

City Hall Commission Chambers

City Commission

Keith Dowdell, Mayor (Commissioner District One)

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

Micah Brown (Commissioner District Two)

Derrick Elias (Commissioner District Three)

Andy Gay (Commissioner District Four)

**AGENDA FOR THE REGULAR MEETING OF
THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday
September 24, 2013
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Agenda Approval

Approval of Minutes

1. Approval of Minutes of the September 11, 2013 Regular Meeting
(Sylvia Hicks, City Clerk)
2. Approval of Minutes of the September 18, 2013 Budget Workshop/Special Meeting
(Sylvia Hicks, City Clerk)

Public Hearings, Ordinances, Resolutions and Proclamations

3. Ordinance No. 1056-2013 Second Reading of FY 2013-2014 Millage Rate
4. Ordinance No. 1057-2013 Second Reading of FY 2013-2014 Budget
5. Ordinance No. 1058-2013 First Reading of City of Quincy Rules of Order and Procedure
6. Resolution No. 1306-2013 FDOT Memorandum of Agreement

Presentation(s)

Citizens to be Heard (3 Minute Limit)

Consent Agenda

Discussion(s)

7. Memorandum of Agreement between the City of Quincy and FDOT
(Jack L. McLean Jr., City Manager; Earl Banks, Public Works Director)

8. Capital Region Planning Transportation Agency Interlocal Agreement
(Jack L. McLean Jr., City Manager)
9. City 119 Procedures
(Mayor Keith Dowdell)
10. *Foster and Foster 175/185
(Jack L. McLean Jr., City Manager; Commissioner Larry Edwards)

Reports/Information

11. QFD Monthly Report
(Jack L. McLean Jr., City Manager; Scott Haire, Fire Chief)
12. Financials/P-Card Report
(Jack L. McLean Jr., City Manager; Theresa Moore, Finance Director)

City Manager's Report(s)

City Attorney's Report(s)

Commissioners' Reports

Other

Adjournment

*Item Not in Agenda Book

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
SEPTEMBER 11, 2013
5:45 P.M.

The Quincy City Commission met in regular session Wednesday, September 11, 2013, with Mayor Commissioner Dowdell presiding and the following present:

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

Also Present:

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

Also Present: County Commissioner Sherrie Taylor

Call to Order:

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

Approval of Agenda

Commissioner Gay made a motion to approve the agenda with the deletion of item 13, Opinion to Advertise for Auditor. Commissioner Brown seconded the motion. The ayes were unanimous.

Approval of Minutes:

Commissioner Edwards made a motion to approve the August 27, 2013 Regular Meeting Minutes. Commissioner Brown seconded the motion. The ayes were unanimous.

Public Hearings, Ordinances, Resolutions, and Proclamations:

A public hearing was held at 5:45 to take comments from the public on the following Resolutions 1304-2013: A resolution of the City of Quincy, Florida authorizing the City Manager to prepare and to submit a grant application to the Florida Recreation Development Assistance Program to help fund park development within the Corry Field Recreation Park in the amount of two hundred thousand dollars (\$200,000.00), including in kind match; authorizing the Mayor, City Manager, and the Attorney to enter into any necessary agreements; and providing an effective date. There were no comments from the public. Commissioner Gay made a motion to approve Resolution No. 1304-2013. Commissioner Edwards seconded the motion. The ayes were unanimous.

Resolution No. 1305-2013: A resolution of the City of Quincy, Florida authorizing the City Manager to prepare and to submit a grant application to the Florida Recreation Development Assistance Program to help fund park development within the Tanyard Creek Park in the amount of two hundred thousand dollars (\$200,000.00), including in kind match; authorizing the Mayor, City Manager, and the Attorney to enter into any necessary agreements; and providing an effective date. There were no comments from the public. Commissioner Gay made a motion to approve Resolution No. 1305-2013. Comments were from Ms. Freida Bass-Prieto asking how much money have we expended at Tanyard Creek Park. The Manager stated approximately \$1.5 million dollars. Commissioner Elias stated that these items should be under the Recreation Director and should ne added as an alternate to complete the tennis court. Commissioner Edwards made a motion to approve Resolution No. 1305-2013. Commissioner Gay seconded the motion. Commissioner Elias offered an amendment to the motion to add cash in-kind. Both Commissioner Edwards and Gay accepted the amendment to the motion. The ayes were Commissioners Brown, Edwards, Gay, and Dowdell. Nay was Commissioner Elias. The motion carried.

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

AN ORDINANCE DETERMINING THE AMOUNT AND FIXING THE RATE OF TAXATION AND STATING THE ANNUAL LEVY FOR THE CITY OF QUINCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014, AND SETTING THE PERCENTAGE BY WHICH THE MILLAGE RATE TO BE LEVIED DOES NOT EXCEED THE ROLLED BACK RATE.

There were no comments from the audience.

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

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

AN ORDINANCE MAKING APPROPRIATIONS FOR THE EXPENDITURES AND OBLIGATIONS OF THE CITY OF QUINCY FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; DESIGNATING THE SOURCES AND REVENUES AND SAID APPROPRIATIONS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Freida Bass Prieto of 329 East King Street came before the Commission with the following concerns: Our projections in revenue sales are 10% down and we only have one month to go in this budget; we are projecting even higher revenue sales in electric, we have lost businesses and she asked where the sales are coming from.

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

PROCLAMATION
IN COMMEMORATION
OF THE EVENTS OF SEPTEMBER 11, 2001

WHEREAS, at 8:46am, on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York and 17 minutes later, at 9:03am, hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center, and

WHEREAS, at 9:37am, the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarter of the Department of Defense; and

WHEREAS, at approximately 10:00am, the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in a field in Shanksville, Pennsylvania, and in doing so, gave their lives to save countless others, and

WHEREAS, nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001, and tens of thousands of individuals who narrowly escaped the attacks at the Pentagon and World Trade Center are forever changed and

WHEREAS, countless fire departments, police departments, first responders, government officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events; and

WHEREAS, the Fire Department of New York suffered 343 fatalities, the largest loss of life of any emergency response agency in United States history; the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day; and the New York Police Department suffered 23 fatalities as a result of the terrorist attacks; and

WHEREAS, on the 12th anniversary of this tragic day, the thoughts and prayers of the people of the City of Quincy, Florida are with all of the victims and their families as the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day;

NOW THEREFORE, BE IT RESOLVED by the City of Quincy, Florida City Commissioners:

Section 1. That September 11, 2013, is recognized as a day of solemn commemoration of the events of September 11, 2001 and a day to come together as a Nation; and

Section 2. That the families, friends, and loved ones of the innocent victims of the September 11, 2001 terrorist attacks are offered our deepest and most sincere condolences, and

Section 3. That the heroic service, actions, and sacrifices of fire fighters, law enforcement personnel, state and local officials, volunteers, airline personnel, and countless others who aided the innocent victims of those attacks are honored and commended; and

Section 4. That the valiant service, actions, and sacrifices of the United States Armed Forces, intelligence agencies, homeland security and their families are acknowledged and appreciated; and

Section 5. That the observance of the moment of remembrance to last for one minute beginning at this time is greatly appreciated. Please join us at this time in a minute of silence.

DONE AND ORDERED this 11th day of September, 2013.

Presentation(s):

Michael Pennington and Josh Smith, employees of the Utility Department were recognized for a heroic act on August 6, 2013 that saved a house from receiving total damage from a fire. Chief Haire presented to them the Quincy Fire Department Citizen Accommodation Award for their heroism.

Citizen(s) to be Heard:

City Attorney Miller advised the Commission to listen to the Citizens and not make any comments or take any action related to legal issues.

Mr. Franklin Jones of 1552 Hutchinson Ferry Road came before the Commission regarding the reopening of Bud's Package and Lounge. He stated that he is having problems with the Police Department coming to his business and telling his customers they have to leave the premises and said that he had a attorney to help him on the allege code violation.

Commissioner Edwards said he wants a resolution to Mr. Jones' situation and requested clarification on the grandfathering for the existing business.

Ms. LeTheria S. Peters of 322 South Adams Street came before the Commission regarding the noise at Tanyard Creek Park during concerts. She wanted to know if the City Manager had moved on the three issues he sent to her in a letter sent in May of the year. Specially, she wanted to know about the proposed sound barriers along the edge of her property and the part. She also complained that the fireworks caused her house to vibrate and asked that before another concert to be held at Tanyard Creek Park that sound barriers should be installed around Adams Street.

King David Wright of 146 Lanier Drive came before the Commission regarding an incident he had with one of the Police Officers and requested to meet with the Internal Affairs Committee.

Joanie Bradwell of 644 George Street came before the Commission with the following comments: The Finance Director is not prepared, we need to be more transparent, it is time for a new regime to change the City Manager and Finance Director, she stated that we have over expended the budget and have to borrow money, we have no audit and she trust that the Commission will do the right thing.

Consent Agenda: None

Discussion(s):

Acquisition of a portion of Sheline Property Adjacent to Byrd Landfill and Annexation of Magnolia Forest Subdivision

Bernard Piawah, Planning Director stated that the City had received a letter from Sheline Partnership, LLLP, asking the City to purchase approximately 25 acres of its property east of the landfill that is currently under the cloud of a potential contamination. Mr. Piawah stated the Department of Environmental Protection (DEP) could require the City to take a variety of action, one of which is remediation. They could also ask for institutional controls on the impacted land such as deed restriction on the use of the impacted land. Remediation could cost the City about \$300,000 plus ongoing maintenance cost. Mr. Piawah stated that according to the Property Appraiser's website, the estimated cost of the Sheline property range from \$50,000 to \$107,000 and it would be economically feasible for the City to purchase the Sheline property compared to remediation. Mr. Piawah stated that the land on Selman Road will provide the land bridge for the annexation of Magnolia Forest Community. The City would like to tie the offer by Sheline to sell a portion of their land east of the landfill with an agreement with the Sheline Partnership for the annexation of their property on Selman Road including the unsold lots within Magnolia Forest Subdivision. Commissioner Gay made a motion to authorize staff to enter into negotiations with Sheline Partnership, LLLP for the purchase of a portion of their property east of the landfill and to make the purchase of the land contingent on their agreement to allow the City to annex their property on Selman Road as well as the unsold lots within Magnolia Forest Subdivision. Commissioner Edwards seconded the motion. The ayes were unanimous.

Commissioner Gay made a motion to table the city attorney RFP until the interim attorney contract expires in November. Commissioner Brown seconded the motion. The ayes were unanimous.

Report(s)/Information:

- a. Code Enforcement Report

City Manager's Report:

City Manager McLean reported that the three day Labor Day events, including the Fantasia concert, were well attended; that the police department did not receive any noise complaint; however some residents were concerns the fireworks. The hotels and other businesses supported the events and the TDC and the County Commission also supported the events.

City Manager McLean reported that the reception for Nat Adderely, Jr. was well received and attended.

Regulatory Issues

City Manager McLean reported that DEP notified the City that the results of the mercury tests the last 90 days of the waste water permit were elevated above the departments standards and initially imposed condition and sanctions to the to be issued waste water permit. The expiring waste water permit did not contain a requirement to test mercury level, as the prior permits, three times during the five year permit period. None the less, DEP had the city to test for mercury as mentioned above in the last 90 days of the expiring permit. The City argued that imposing conditions and sanctions were unfair and punitive in light of DEP failure to initially place the mercury test in the expiring permit. The Manager stated that DEP is backing off of the sanctions and conditions; but wants the city to agree to 3 tests for mercury in the first 12 months of the new five year permit and based on the test results the department may return to sanctions and more stringent conditions. The City disagrees with this approach and discussions are on-going.

Audit

City Manager McLean stated that the auditor indicated that the latest city submission appeared to be of good quality and would be communicating with us shortly.

Interim City Attorney's Report(s): None

Commissioner Elias asked the Attorney the status of the property in the Business Park (All-Tech). Interim City Miller stated that we have filed a responsive pleading and copies are on file with the City Manager. We have responded to the claim and counter claim.

Commissioners' Report:

Commissioner Elias had the following concerns:

- The basketball court in Sunset Acres needs addressing and ask staff to look into it
- What is the phone number to call when utilities are out and why the lights go out so much in East Quincy. The Manager stated everyone can call 627-7111, the Police Department to report outages. Mike Wade, Utilities Director stated that the after hour's number is 627-9506, but we are getting quotes on another carrier. Mr. Wade stated that squirrels are the main cause for the outages in the area and another reason is tree limbs falling on the lines. Mr. Wade stated that East 90 will be affected by anything that happens on Highway 12, they will be affected because they are at the end of the line and they are so far away from the substation on Adams Street.
- Pot holes on 4th Street (Mr. Tyrone Ervin)
- Parking on Betlinet and Wallace Drive during the concert, he stated the Police Department did an excellent job before the main event, and then the people started parking on the streets.
- Asked how much money did the City spend on the concert? The Manager stated \$15,000-\$17,000 for the weekend of activities.

- Did we sponsor the concert? Per the rules of the City, the weekend of events, including the concert was a City sponsored event.
- Asked if funds were missing in Customer Service. The Manager stated that \$1,400 was reported missing and the police is investigating. Police Chief McNeil stated the investigation is still ongoing.
- Asked if the Blue Cross Insurance was cancelled. The Manager stated that we did receive a notice and the notice came in about August 22nd, which stated that the pending date for cancellation was August 30, 2013. The funds were sent; but the funds and the notice crossed in the mail. The funds arrived after the cancellation date. The insurance was reinstated.
- Asked for a list of small vendors – the Manager stated that the list was provided via email to him, but that a copy would be made to give to him during the meeting.
- Asked how much do we owe on the line of credit. The Manager stated approximately \$800,000, Commissioner Elias asked when do we have to pay the money back. The Manager stated by November 30th.
- How much do we have in unrestricted reserves – the Manager stated \$1.6 million dollars

Commissioner Gay Concerns:

- He is not in agreement with the acquisition of Wards Lot by TCC and his constituents are very passionate about not allowing TCC to take over Wards Lot. He asked staff to assist them in selecting another place for TCC.

Commissioner Edwards Concerns:

- Wants the City to get out of the promotion business.
- Commended Ms. Shingles and Chief McNeil for doing a wonderful job on the reception for Nat Adderley, Jr.
- Reported that Police and Fire Pension Fund Committee made changes to the risk and investment assumption that should reduce or eliminate fund deficiencies and that an actuary report would be ready by the end of the month or by the first meeting in October.

Commissioner Brown Concerns:

- Asked if we had received the manhole covers for West GF&A Drive, and 4th and 11th Street. Public Works Director stated that he would have to check.
- Asked the Manager if we made enough money to pay for the concert. The Manager stated we were not trying to make any money, we advertised for the event, we spent money on the Police Department and promoting this activity, we were not trying to recover the \$15,000. The Manager stated we did not try to make money off the Nat Adderley, Jr. event, we was just supporting the activity. The Manager stated that he followed the rules.

- Commissioner Elias asked the Manager where the money came from since we did not budget for it. The Manager stated from Parks and Recreation budget.
- Asked if we are going to have a CRA Meeting. Commissioners Elias and Edwards stated we need to meet and have a Budget Workshop and CRA Meeting. Commissioners agreed to have a Special CRA Meeting Wednesday, September 18, 2013 followed by a Budget Workshop/Special Meeting.

Mayor Dowdell Concerns:

- Kudos goes out to the Big Bend CDC and the City Staff for the reception for Nat Adderely, Jr.
- The Amphitheatre is going to be something we can't use and this is one of the times he is going to say "I told you so", he stated he was against the idea from the beginning.
- We, as a Commission, have to stop making policies just because less than 1% of the population complains—that doesn't mean we have to change our policies.

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

APPROVED:

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

ATTEST:

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

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

SPECIAL MEETING
SEPTEMBER 18, 2013
7:45 P.M.

The Quincy City Commission met in special session Wednesday, September 18, 2013, with Mayor Commissioner Dowdell presiding and the following present:

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

Also Present:

City Manager Jack L. McLean Jr.
Interim City Attorney Jerry Miller
City Clerk Sylvia Hicks
Police Chief Walt McNeil
Finance Director Theresa Moore
Customer Service Director Ann Sherman
Public Work Director Willie Earl Banks
Account Specialist Catherine Robinson
Human Resources Director Bessie Evans
Utilities Director Mike Wade
Parks and Recreation Director Greg Taylor
Executive Assistant to City Manager Cynthia Shingles
Police Officer Harold Barber
Sgt. At Arms Chief Glenn Sapp

Mayor Dowdell called the meeting to order.

The purpose of the special meeting was to discuss giving a donation to the following organizations: Big Bend CDC, Alzheimer's Foundation and Legacy School of Performing Arts.

City Manager McLean reported that he had taken \$6,000 from the Main Street Budget line item and given each of the organizations \$2,000. City Manager McLean stated the overall budget did not change.

Commissioner Edwards made a motion to accept the adjustments for the aid to profits. Mayor Dowdell seconded the motion. The ayes were unanimous.

Commissioner Elias asked if each of the organizations had submitted a request in writing. The Manager, Mayor and Commissioner Edwards, stated yes.

Commissioner Edwards made a motion to adjourn. Mayor Dowdell seconded it. The meeting was adjourned.

APPROVED:

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

ATTEST:

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

ORDINANCE NO. 1056-2013

AN ORDINANCE DETERMINING THE AMOUNT AND FIXING THE RATE OF TAXATION AND STATING THE ANNUAL LEVY FOR THE CITY OF QUINCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014, AND SETTING THE PERCENTAGE BY WHICH THE MILLAGE RATE TO BE LEVIED DOES NOT EXCEED THE ROLLED BACK RATE.

WHEREAS, the City Commission of the City of Quincy, has now received from the Property Appraiser of Gadsden County, Florida, the certification of the taxable values for the year 2014, and it can now be determined what millage rate will provide the same ad valorem, tax revenue for the City of Quincy as was levied during the prior year by a calculation of what is known as the “rolled-back rate” pursuant to Section 200.065(1), Florida Statutes.

WHEREAS, the gross taxable value for operating proposed not exempt from taxation within Gadsden County has been certified by the County Property Appraiser to the City of Quincy as \$ **211,466,696**; and

WHEREAS, the City of Quincy of Gadsden County, Florida on September 11, 2013 held a public hearing on the proposed millage rate for fiscal year 2013-2014 as required by Florida Statute 200.065; and

WHEREAS, the City of Quincy of Gadsden County, Florida held a second public hearing on 24th day September 2013 to adopt a fiscal year 2013-2014 final millage rate as required by Florida Statute 200.065; and

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF QUINCY;

SECTION 1. That is hereby found and determined that the ad valorem millage rate of **4.6552** will provide slightly less ad valorem tax revenue for the City of Quincy as was levied during the prior year and which rate is known as the “rolled-back rate” pursuant to section 200.065(1) Florida Statutes.

SECTION 2. That it is necessary, however, to levy a tax of **4.6552** mills, upon all of the taxable property within the corporate limits of the City of Quincy, Florida excluding exempt property, for the purposes of raising the amount of money necessary to carry on the Government of said City during the fiscal year beginning October 1, 2013 and ending September 30, 2014, which said millage rate is the same as the rolled-back rate.

SECTION 3. That for the purpose of raising the amount of money necessary to carry on the Government of the City of Quincy, Florida during the fiscal year beginning October 1, 2013 and ending September 30, 2014 a direct tax of **4.6552** is hereby levied upon all of the taxable property within the corporate limits of the City of Quincy, excluding exempt property, as listed, described and valued on the assessment roll for the fiscal year 2014 by the proper official as provided by law and revised, equalized and corrected as provided by law.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval as provided by law.

INTRODUCED in open session of the City Commission of the City of Quincy, Florida on the 11th day of September, A.D. 2013.

PASSED in open session of the City Commission of the City of Quincy, Florida, on the 24th day of September, A.D. 2013.

Keith A Dowdell, 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

ORDINANCE NO. 1057-2013

AN ORDINANCE MAKING APPROPRIATIONS FOR THE EXPENDITURES AND OBLIGATIONS OF THE CITY OF QUINCY FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; DESIGNATING THE SOURCES AND REVENUES AND SAID APPROPRIATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Quincy prepared and submitted to the City Commission of the City of Quincy a proposed budget for said City for the fiscal year beginning October 1, 2013 and ending September 30, 2014 and accompanying message; and

WHEREAS, the City Manager's proposed budget for definition purposes has been designated, named, labeled, and described on the caption as "2013-2014 PROPOSED BUDGET" in form as prescribed by and in full compliance with the Charter of the City of Quincy;

WHEREAS, the City Commission considered, modified, and adjusted the City Manager's proposed budget;

WHEREAS, the Commission adopted budget for definition purposes has been designated, named, labeled, and described on the caption as "2013-2014 ADOPTED BUDGET" in form as prescribed by and in full compliance with the Charter of the City of Quincy; and,

WHEREAS, the City Commission on September 11, 2013 and September 24, 2013 held public hearings, as required by Florida Statutes 200.065.

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

SECTION 1. That the appropriations made in Section 2 herein are based upon the revenues to the City of Quincy for the fiscal year beginning October 1, 2013 from the sources, less transfers, and in the amounts hereinafter as follows:

<u>REVENUES – ALL FUNDS</u>	<u>FY 2014</u>
General Fund Revenue	\$ 8,333,796
Enterprise Fund Revenue	22,729,803
Internal Service Fund	267,765
Community Redevelopment Agency (CRA) Fund	439,190
TOTAL APPROPRIATED REVENUES	\$ 31,770,554
LESS INTERFUND TRANSFERS	<u>(5,240,418)</u>
TOTAL REVENUE	<u>\$ 26,530,136</u>

SECTION 2. That the following sums be, and hereby are, appropriated from the sources of revenues, less transfers, enumerated in Section 1, for the expense and obligation of the City of Quincy, for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

<u>EXPENDITURES – ALL FUNDS</u>	<u>FY 2014</u>
<u>General Fund</u>	
City Commission	\$ 158,700
City Attorney	135,400
City Manager	277,878
Purchasing	15,135
Non-Departmental	1,702,097
City Clerk	95,560
Finance	150,173
Human Resources	148,201
Law Enforcement	2,083,824
Fire Control	1,332,889
Building & Planning	438,215
Recreation & Parks	472,255
Public Works	<u>1,323,469</u>
Total General Fund	\$ 8,333,796
<u>Enterprise Fund</u>	
Business Activity - Customer Services	\$ 436,818
Business Activity - Finance	<u>297,878</u>
Total Business Activity	734,697
Sewer	2,017,540
Electric	14,788,214
Water	1,598,376
Gas	1,867,748
Refuse	1,240,897
Landfill	259,844
Telecommunications	<u>222,488</u>
Total Enterprise Fund	\$ 22,729,803
Internal Service Fund	\$ 267,765
Community Redevelopment Agency	\$ 439,190
TOTAL APPROPRIATED EXPENDITURES	\$ 31,770,554
LESS INTERFUND TRANSFERS	<u>(5,240,418)</u>
TOTAL EXPENDITURES	<u>\$ 26,530,136</u>

SECTION 3. This ordinance shall become effective October 1, 2013 and immediately upon passing.

INTRODUCED to the City Commission of the City of Quincy, Florida, on the 11th day of September, A.D., 2013.

PASSED by the City Commission of the City of Quincy, Florida on the 24th day of September, A.D., 2013.

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

ATTEST:

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

ORDINANCE NO: 1058-2013

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

Be it enacted by the City Commission of the City of Quincy, Florida;

Section 1. **Authority:** The authority for this ordinance is the City Charter, Section 166.021 and Sec. 286.0114, Florida Statutes.

Section 2. **Repeal of City Code article 2 City Commission, division 2 Rules of Order and Procedure:** City Code article 2 City Commission, division 2 Rules of Order and Procedure, a copy of which is attached hereto and made a part hereof by reference is hereby repealed.

Section 3. **Adoption of City Code article 2 City Commission, division 2 Rules of Order and Procedure:** City Code article 2 City Commission, division 2 Rules of Order and Procedure are hereby created to read as follows:

DIVISION 2. RULES OF ORDER AND PROCEDURE

Sec. 2-46 Rules Established.

The following set of rules shall be in effect upon their adoption by the Commission and until such time as they are amended or new rules adopted. *Roberts Rules of Order Revised* is a guide to the proceedings of the Commission to the extent they are not in conflict with these rules.

Sec. 2-47 Meetings to be Public.

All meetings of the Commission shall be open to the public, except for such meetings as are exempt by general law.

Sec. 2-48 Quorum.

A majority of the full membership of the Commission, free of voting conflict, shall constitute a quorum and be necessary for the transaction of business. An affirmative vote of a majority of a quorum is necessary to enact any ordinance or adopt any resolution or take other official action of the commission, except that a vote of four members of the commission is required to enact an emergency ordinance as provided in this division. . A number less than a quorum may adjourn the commission from day to day or until a certain time. The Commission may compel the attendance of absent Commission Members.

Sec. 2-49 Duties of Presiding Officer.

The Mayor shall preside at all meetings of the Commission, and he shall have a voice and a vote in the proceedings of the Commission but no veto power. In the absence or inability of the Mayor, the powers of that office shall devolve upon the Mayor Pro Tem. In the absence of both the Mayor and the

Mayor Pro Tem, a majority of the commissioners present and representing a quorum shall select a Presiding Officer for such meeting. The Presiding Officer shall call the Commission to order. The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of Commission Members or motives, and confine Commission Members in debate to the question under discussion. The presiding officer shall state every question coming before the Commission, call for the vote thereon with him or her having the privilege to vote last, announce the decision of the Commission on all subjects, and decide all questions of order, subject, however, to an appeal to the Commission, in which event a majority vote of the Commission present shall govern and conclusively determine such questions of order. The Presiding Officer shall sign all ordinances and resolutions adopted by the Commission. The Mayor, as Presiding Officer, shall report to the Commission all proclamations previously issued or to be issued by him or her as necessary or appropriate in the performance of his or her duties as Mayor.

Sec. 2-50 Regular meetings.

The Commission shall hold two regular meetings per month. Such meetings shall be at 6:00 p.m. on the second and fourth Tuesdays of each month. The time and date of holding such regular meetings may be changed, but only by resolution of a majority of the Commission. Regular meetings of the Commission that fall on a legal holiday shall be held on the following business day, unless otherwise determined by the Commission. All regular meetings shall be held at City Hall, or elsewhere within the City as determined by the Commission. The Commission may also determine, during a regular or special meeting, that it is not necessary that a scheduled regular meeting be held.

Sec. 2-51 Special meetings.

- (a) The Mayor, three members of the Commission or the City Manager may call a special meeting of the Commission whenever in their opinion the public business may require it. The request for such special meeting shall be communicated to the City Manager or, in his absence, to an employee of the city designated by the City Manager for such purpose. Written notice of such special meeting shall thereafter be promptly served upon all members of the Commission, either in person or at their place of residence or business.
- (b) No special meeting shall be called pursuant to this section unless twenty four hours' notice is given in advance of such meeting; provided, however, emergency special meetings may be called and held by the Commission at an earlier time if the circumstances requiring the emergency are documented in the minutes thereof.
- (c) The city manager or his designee shall as soon as possible affix a copy of the written notice calling for the special meeting upon the public bulletin board, front door, or other visible portion of the City Hall. Reasonable notice of such special meeting shall also be given to the local news media. The notice shall state the date, hour and place of the meeting and the purpose for which such meeting is being called. No business shall be transacted at the special meeting except such as is stated in the notice. Special meetings may be called without written notice if publicly announced during the course of a regular meeting of the Commission.

Sec. 2-52 Emergency Meetings.

Emergency meetings may be held on the call of the Mayor or any three (3) Commission Members whenever there is a public emergency and whenever practicable, upon no less than one (1) hour notice to each Commission Member and the local news media.

Sec. 2-53 Workshop Meetings.

The Commission may meet informally in workshop meetings, at the call of the Mayor or of any three (3) Commission Members. No ordinances, resolutions or other actions may be adopted at such meeting provided that the Commission may direct staff to take actions that do not entail the expenditure of City funds.

Sec. 2-54 Consent Agenda.

The Consent Agenda may be used to handle routine matters on the agenda expeditiously. There is no separate discussion of these items unless the Mayor, a Commission Member, or member of the public requests an item be removed for consideration in its normal sequence on the agenda. The approval of the Consent Agenda is usually handled in one motion from the Commission table, "I move that the Consent Agenda, (item numbers may be included) be approved; or if items are to be removed, "for good cause" or "discussion", a typical motion might be, "I move that we approve the Consent Agenda items through ____ with the exception of item ____."

Sec. 2-55 Adjourned Meetings.

Any meeting of the Commission may be adjourned to a later date and time.

Sec. 2-56 Agenda.

The City Manager shall prepare an agenda for each Commission meeting. Any matter to be placed on the agenda shall be submitted to the City Manager no later than 12:00 noon of the Thursday preceding the regular commission meeting on the following Tuesday. The City Manager or any member of the commission may be allowed to add items to such agenda at the beginning of any regular commission meeting in the discretion of the Presiding Officer. Emergency items may be added to an agenda at any time, provided that the circumstances surrounding the emergency are documented in the minutes of the meeting.

Sec. 2-57 Order of business.

- (a) Promptly at the hour and date provided in this division, the business of the Commission shall be taken up for consideration and disposition in the following order:
- (1) Call to Order
 - (2) Roll call.
 - (3) Pledge of allegiance to the flag.
 - (4) Invocation (optional).
 - (5) Special Presentations by Mayor or Commission
 - (6) Approval of the minutes of the previous meetings.
 - (7) Public hearings as scheduled or agendaed.
 - (8) 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.)

- (9) Resolutions.
- (10) Reports, request and communications by City Manager, City Attorney, City Clerk, Boards and Committees.

(Ordinance readings not requiring public hearing will usually appear under this item.)

- (11) Matters requested by Commission Members.
- (12) Comments from Commission Members, City Manager, City Clerk and City Attorney.
- (13) Comments from the audience.
- (14) Adjournment.

- (b) Management matters shall be referred to the City Manager for further investigation, appropriate action and subsequent report to the Commission as necessary.
- (c) The order of business may be suspended at any meeting of the Commission by a majority of the Commission members present.

Sec. 2-58 Roll call.

Before proceeding with the business of any meeting, the City Clerk shall call the roll of the members, and the names of the commission members present or absent shall be entered on the minutes. If an absent member is excused by the Commission, the minutes of the meeting shall so state.

Sec. 2-59 Reading of the minutes.

Unless the reading of the minutes of a Commission meeting is requested by a majority of the Commission present, such minutes may be approved as distributed without reading. Corrections, if any, to such minutes shall be made at the time of and prior to such approval.

Sec. 2-60 Rules of debate.

- (a) *Presiding officer's role.* The Presiding Officer of the Commission may debate from the chair and without relinquishing the chair may move and second. He shall not be deprived of any of the rights and privileges of a Commission member because of his or her acting as the Presiding Officer.
- (b) *Obtaining the floor.* Every person desiring to speak shall address the chair and, upon recognition by the Presiding Officer, shall confine himself or herself to the question under debate, avoiding all personalities and indecorous language.
- (c) *Interruptions.* A Commission member or the public, once recognized, shall not be interrupted when speaking unless it is to call him or her to order or as otherwise provided in this section.
- (d) *Motion to limit debate.* A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order or a motion to table. None of such motions shall be debatable, and they shall require an affirmative vote of at least three Commission members in order to carry.
- (e) *Order of recognition.* The Commission members, the Mayor and city officials shall be recognized first on any matter under discussion before any member of the public shall be allowed to address the

commission, except as otherwise agendaed. If a public hearing is scheduled or agendaed, the hearing may be introduced by a brief presentation or report on the particular matter by the City Manager or his designee or some other city official, as the Presiding Officer shall deem appropriate. Thereafter, members of the public in favor of the specific matter or proposal may be recognized and heard first, then those opposed to such matter or proposal shall be recognized and heard, then a brief rebuttal may be allowed in the discretion of the chair.

Sec 2-61 Motion to Reconsider.

An action of the Commission may be reconsidered only at the same meeting at which the action was taken. A motion to reconsider may be made only by a Commission Member who voted on the prevailing side of the question and must be concurred in by a majority of those present at the meeting. Adoption of a motion to reconsider shall rescind the action reconsidered.

Sec. 2-62 Motion to Rescind.

- (a) An action of the Commission taken at a previous meeting (the "previous action") may be rescinded at a subsequent meeting.
- (b) A Commission Member seeking rescission of a previous action shall place a Motion to Consider Rescission on the agenda of a regular Commission meeting. If a majority of the full membership of the Commission approves the Motion to Consider Rescission, the Motion to Rescind shall be placed on the agenda of the next regular Commission meeting. If less than a majority of the full membership vote in favor of the Motion to Consider Rescission, no Motion to Rescind the previous action shall be considered by the Commission.
- (c) Approval of a Motion to Rescind requires the affirmative vote of a majority of the full membership of the Commission.
- (d) If a Motion to Rescind is approved, the Commission shall, at the same meeting, either consider the previous action or set a date certain for its consideration.
- (e) Notwithstanding anything stated above, a Motion to Rescind initiated by a Commission Member who voted on the losing side in connection with the previous action shall not be in order unless the Commission determines:
 - (1) Subsequent information has become known that (i) would have been material to the Commission's decision on the previous action and (ii) would have militated for a different result; or
 - (2) A rescission of the previous action is imperative to avoid a material cost, risk, harm, or other jeopardy to the City or its citizens, and the material cost, risk, harm, or other jeopardy could not have been known at the time of the Commission's previous action.
- (f) For purposes of the Motion to Rescind, a Commission Member who was absent for a vote on the motion in connection with the previous action is deemed to have been on the prevailing side of the vote.

Sec. 2-63 Tie Vote.

In the event of a tie vote on any motion, the motion shall be considered lost.

Sec. 2-64 Vote Change.

Any Commission Member may change his or her vote, before the next item is called for consideration on or before a recess or adjournment is called, whichever occurs first, but not thereafter,

without the unanimous consent of the Commission Members present and eligible to vote.

Sec. 2-65 Privilege of Closing Debate.

Any Commission Member may move to close debate and call the question on the motion being considered which shall not be debatable. The Commission Member moving the adoption of an ordinance, resolution or motion shall have the privilege of closing the debate.

Sec. 2-66 Citizens Presentations.

1. Presentation by Public on Proposition before the Commission: The agenda shall provide times when the public is given a reasonable opportunity to be heard on a proposition before the Commission. The opportunity to be heard may not occur at the same meeting in which the Commission takes official action on the proposition, provided the opportunity has been extended within sixty (60) days before the meeting at which the Commission takes the official action. Public opportunity hereunder does not extend to:

- (a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Commission to act;
- (b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- (c) A meeting that is exempt from Sec. 286.011 Florida Statutes; or
- (d) A meeting during which the Commission is acting in a quasi-judicial capacity.

This paragraph does not affect the right of a person to be heard as otherwise provided by law.

2. Addressing the Commission – Scheduled Presentations: Any person desiring to address the Commission by oral communication on any subject not already on the Commission meeting agenda shall first secure the permission of the Presiding Officer and will be recognized under “Scheduled Presentation from the Public.” Only those persons who have completed a speaker’s form and who have notified the City Clerk by 12:00 noon of the Wednesday immediately preceding the regular meeting will have their name placed on the Agenda and be recognized under the heading “Scheduled Presentations from the Public.”

3. Addressing the Commission -- Public Opportunity on Commission Propositions: Any person desiring to address the Commission by oral communication regarding agendaed Commission propositions shall complete and deliver a Speaker Request Card to the City Clerk then secure the permission of the Presiding Officer and will be recognized under Public Participation on Commission Propositions where that item occurs on the agenda.

4. Addressing the Commission – Comments from Audience: Any person desiring to address the Commission by oral communication shall complete and deliver a Speaker Request Card to the City Clerk then secure the permission of the Presiding officer and will be recognized under “Comments from the Audience” where that item occurs on the agenda.

5. Addressing the Commission – Public Opportunity on Public Hearings: Any person desiring to address the Commission regarding Agendaed Public Hearings by oral communication shall secure the permission of the Presiding Officer and will be recognized under “Public Hearings” where that item occurs on the Agenda.

6. Manner of Addressing the Commission – Time Limit: Each person addressing the Commission shall approach the microphone, shall give his or her name and address and the organization or group they represent if any, in an audible tone of voice for the record and, unless further time is granted by the Commission, shall limit their address to three minutes. All remarks shall pertain to City business

and shall be addressed to the Commission as a body, and not to any Commission Member thereof. No person, other than Commission Members or the Mayor, and the persons having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission. No questions shall be asked the Commission Members or staff, except through the Presiding Officer.

7. Personal and Slanderous Remarks: Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or use offensive language, while addressing the Commission, may be requested to leave the meeting. No reference by name to any individual present or absent, including Commission Members and staff, shall be used in a negative manner by any person addressing the Commission. All participants and speakers shall refrain from belittling or insulting remarks or making personal attacks.

8. Reading of Protests: Interested persons, or their authorized representatives, may address the Commission for the reading of protests, petitions, or communications relating to any matter over which the Commission has control when the item is under consideration by the Commission.

9. Written Communications: Interested parties, or their authorized representatives, may address the Commission by written communication on any matter of business. However, in order to preserve the public record as well as comply with Florida's Public Records Law, an exact copy of said written communication must be provided to the City Clerk.

10. Presentations by Representatives of Groups or Factions: At meetings, in which four (4) or more individuals of a group or faction wish to be heard, a representative of a group or faction may address the Commission rather than all members of the group or faction and in such instances shall limit their address to twenty (20) minutes

Sec. 2-67 Decorum; disturbing meeting.

While the Commission is in session, the members thereof and the public present in the commission chambers shall not, by conversation or otherwise, delay or interrupt the proceeding nor the peace of the commission. It shall be unlawful for any person to disturb or disrupt a meeting of the city commission or to refuse to obey the orders of the Presiding Officer in the conduct of the meeting. Such person may be summarily ejected from the meeting, subject to an appeal to the commission which may overrule the chair. Any person found guilty of a violation of this section shall be punished as provided in City Code Sec. 1-6.

Sec. 2-68 Sergeant at Arms.

The Chief of Police or such member of the Department of Public Safety as he shall designate shall attend all commission meetings and be the sergeant at arms for the purpose of maintaining order and decorum at such meetings. He shall act under the direction and control of the presiding officer.

Sec. 2-69 City Attorney.

The City Attorney or his or her designee is expected to attend all meetings of the Commission and provide guidance and opinions, on questions of law and shall act as the Commission's parliamentarian by advising the Presiding Officer regarding matters of procedure.

Sec. 2-70 Ordinances and resolutions.

All ordinances and resolutions shall be prepared or reviewed by the city attorney. No ordinance shall be submitted to the Commission for consideration unless ordered by a majority vote of the commission or

requested in writing by at least three commissioners. The provisions of F.S. § 166.041, as now or hereafter amended are adopted by reference.

Sec. 2-71 Suspension of rules of order and procedure.

The rules of order and procedure set forth in this division, except as required by general law, may be temporarily suspended at any time by the consent of a majority of the members of the city commission present at any meeting and eligible to vote. No action taken by the commission shall be deemed void or invalid because of the failure to adhere to the provisions of Roberts Rules of Order, these rules of order and procedure, except as may otherwise be provided by law.

Sec. 2-72 Action Savings.

No action taken by the Commission shall be deemed void or invalid because of the failure to adhere to Robert's Rules of Order or the provisions of these rules of order and procedure, except as may otherwise be provided by general law.

Sec. 2-73 Compensation and expenses.

- (a) Members of the city commission shall receive as compensation for their services the sum of \$1166.67 each per month, and the mayor shall receive an additional \$100.00 per month.
- (b) In addition, the city commission shall approve the payment of actual and necessary expenses incurred by city commissioners in the performance of their duties in office. Such approval may be authorized in advance or made by reimbursement. Unless and until otherwise directed by the commission, the form currently used by the city to advance or reimburse employees for job-related expenses incurred by them, as such form may be amended from time to time, shall be adopted and used by the city commission to advance or reimburse commissioners for their expenses incurred in office.

Section 4. Severability: If any section, subsection, sentence, clause, phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses or phrases application shall not be affected thereby.

Section 5. Effective Date: This ordinance shall be effective upon its adoption.

SO DONE THIS THE _____ DAY OF SEPTEMBER, 2013.

APPROVED:

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

ATTEST:

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

DIVISION 2. RULES OF ORDER AND PROCEDURE

Sec. 2-46. Suspension of rules of order and procedure.Sec. 2-47. Regular meetings.Sec. 2-48. Special meetings.Sec. 2-49. Agenda.Sec. 2-50. Duties of presiding officer.Sec. 2-51. Roll call.Sec. 2-52. Quorum.Sec. 2-53. Voting; conflicts of interest.Sec. 2-54. Order of business.Sec. 2-55. Reading of the minutes.Sec. 2-56. Rules of debate.Sec. 2-57. Decorum; disturbing meeting.Sec. 2-58. Sergeant at arms.Sec. 2-59. Ordinances and resolutions.Sec. 2-60. Rules of order.Sec. 2-61. Compensation and expenses.Secs. 2-62—2-80. Reserved.**Sec. 2-46. Suspension of rules of order and procedure.**

The rules of order and procedure set forth in this division, except as they pertain to the procedures for the enactment of ordinances, may be temporarily suspended at any time by the consent of a majority of the members of the city commission present at any meeting. No action taken by the commission shall be deemed void or invalid because of the failure to adhere to the provisions of these rules of order and procedure, except as provided in this division or as may otherwise be provided by law.

*(Code 1958, § 2-66)***Sec. 2-47. Regular meetings.**

The city commission shall hold two regular meetings per month. Such meetings shall be at 6:30 p.m. on the second and fourth Tuesdays of each month. The time and date of holding such regular meetings may be changed, but only by resolution of a majority of the commission. Regular meetings of the commission that fall on a legal holiday shall be held on the following business day, unless otherwise determined by the commission. All regular meetings shall be held at city hall, unless otherwise determined by the commission. The commission may also determine that it is not necessary that a scheduled regular meeting be held.

*(Code 1958, § 2-51)***Sec. 2-48. Special meetings.**

- (a) The mayor, three members of the commission or the city manager may call a special meeting of the commission whenever in their opinion the public business may require it. The request for such special meeting shall be communicated to the city manager or, in his absence, to an employee of the city designated by the city manager for such purpose. Written notice of such special meeting shall thereafter be promptly served upon all members of the city commission, either in person or at their place of residence or business.
- (b) No special meeting shall be called pursuant to this section unless six hours' notice is given in advance of such meeting; provided, however, emergency special meetings may be called and held by the commission at an earlier time if the circumstances requiring the emergency are documented in the minutes thereof.
- (c) The city manager or his designee shall as soon as possible affix a copy of the written notice calling for the special meeting upon the public bulletin board, front door, or other visible portion of the city hall. Reasonable notice of such special meeting shall also be given to the local news media. The notice shall state the date, hour and place of the meeting and the purpose for which such meeting is being called. No business shall be transacted at the special meeting except such as is stated in the notice. Special meetings may be called without written notice if publicly announced during the course of a regular meeting of the city commission.

*(Code 1958, § 2-52)***Sec. 2-49. Agenda.**

The city manager shall prepare an agenda for each city commission meeting. Any matter to be placed on the agenda shall be submitted to the city manager no later than 12:00 noon of the Thursday preceding the regular commission meeting on the following Tuesday. The city manager or any member of the city commission may be allowed to add items to such agenda at the beginning of any regular commission meeting in the discretion of the presiding officer. Emergency items may be added to an agenda at any time, provided that the circumstances surrounding the emergency are documented in the minutes of the meeting.

*(Code 1958, § 2-53)***Sec. 2-50. Duties of presiding officer.**

The mayor shall preside at all meetings of the city commission, and he shall have a voice and a vote in the proceedings of the commission but no veto power. In the absence or inability of the mayor, the powers of that office shall devolve upon the mayor pro tem. In the absence of both

the mayor and the mayor pro tem, a majority of the commissioners present and representing a quorum shall select a presiding officer for such meeting. The presiding officer shall state every question coming before the commission, call for the vote thereon, announce the decision of the commission on all subjects, and decide all questions of order, subject, however, to an appeal to the commission, in which event a majority vote of the commission present shall govern and conclusively determine such questions of order. The presiding officer shall vote on all questions called for a vote, his name being called last, and he shall sign all ordinances and resolutions adopted by the commission. The mayor, as presiding officer, shall report to the commission all proclamations previously issued or to be issued by him as necessary or appropriate in the performance of his duties as mayor.

(Code 1958, § 2-54)

Sec. 2-51. Roll call.

Before proceeding with the business of any meeting, the city clerk shall call the roll of the members, and the names of the members of the commission present or absent shall be entered on the minutes. If an absent member is excused by the commission, the minutes of the meeting shall so state.

(Code 1958, § 2-55)

Sec. 2-52. Quorum.

A majority of the members of the commission shall constitute a quorum. An affirmative vote of a majority of a quorum is necessary to enact any ordinance or adopt any resolution or take other official action of the commission, except that a vote of four members of the commission is required to enact an emergency ordinance as provided in this division. A number less than a quorum may adjourn the commission from day to day or until a certain time.

(Code 1958, § 2-56)

Sec. 2-53. Voting; conflicts of interest.

The vote of each member of the commission shall be taken by yeas and nays and shall be entered on the official record of the meeting; provided, however, no commission member shall vote in his official capacity upon any measure which inures to his special private gain or shall knowingly vote in his official capacity upon any measure which inures to the special gain of any principal by whom he is employed. Such commission member shall, prior to the vote being taken, publicly state to the assembly the nature of his interest in the matter from which he is abstaining from voting. Within 15 days after the vote occurs, the commission member shall disclose the nature of his interest as a public record in a memorandum filed with the city clerk who shall incorporate the memorandum in the minutes of the meeting.

(Code 1958, § 2-57)

Sec. 2-54. Order of business.

- (a) Promptly at the hour and date provided in this division, the business of the city commission shall be taken up for consideration and disposition in the following order:
 - (1) Roll call.
 - (2) Pledge of allegiance to the flag.
 - (3) Invocation (optional).
 - (4) Approval of the minutes of the previous meetings.
 - (5) Public hearings as scheduled or agendaed.
 - (6) Consideration of ordinances, resolutions and proclamations.
 - (7) Reports by boards and committees.
 - (8) Reports, requests and communications by the city manager.
 - (9) Other items requested to be agendaed by commission members, the city manager and other city officials.
- (b) Matters of an administrative nature, rather than of a legislative or policy nature, shall be referred to the city manager for further investigation, appropriate action and subsequent report to the commission as necessary.
- (c) The order of business may be suspended at any meeting of the commission by oral motion carried by an affirmative vote of a majority of the commission members present.

(Code 1958, § 2-58)

Sec. 2-55. Reading of the minutes.

Unless the reading of the minutes of a city commission meeting is requested by a majority of the commission present, such minutes may be approved as distributed without reading. Corrections, if any, to such minutes shall be made at the time of and prior to such approval.

(Code 1958, § 2-59)

Sec. 2-56. Rules of debate.

- (a) *Presiding officer's role.* The presiding officer of the city commission may debate from the chair and without relinquishing the chair may move and second. He shall not be deprived of any of the rights and privileges of a commissioner because of his acting as the presiding officer.
- (b) *Obtaining the floor.* Every person desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine himself to the question under debate, avoiding all personalities and indecorous language.
- (c) *Interruptions.* A member of the commission or of the public, once recognized, shall not be interrupted when speaking unless it is to call him to order or as otherwise provided in this section.
- (d)

Motion to limit debate. A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order or a motion to table. None of such motions shall be debatable, and they shall require an affirmative vote of at least three members of the commission in order to carry.

- (e) *Order of recognition.* The members of the commission, the mayor and city officials shall be recognized first on any matter under discussion before any member of the public shall be allowed to address the commission, unless a public hearing has been scheduled or agendaed on a specific matter. If a public hearing is scheduled or agendaed, the hearing may be introduced by a brief presentation or report on the particular matter by the city manager or his designee or some other city official, as the presiding officer shall deem appropriate. Thereafter, members of the public in favor of the specific matter or proposal shall be recognized and heard first, then those opposed to such matter or proposal shall be recognized and heard, then a brief rebuttal may be allowed in the discretion of the chair.

(Code 1958, § 2-60)

Sec. 2-57. Decorum; disturbing meeting.

While the city commission is in session, the members thereof and the public present in the commission chambers shall not, by conversation or otherwise, delay or interrupt the proceeding nor the peace of the commission. It shall be unlawful for any person to disturb or disrupt a meeting of the city commission or to refuse to obey the orders of the presiding officer in the conduct of the meeting. Such person may be summarily ejected from the meeting, subject to an appeal to the commission which may overrule the chair. Any person found guilty of a violation of this section shall be punished as provided in section 1-5.

(Code 1958, § 2-61)

Sec. 2-58. Sergeant at arms.

The chief of police or such member of the department of public safety as he shall designate shall attend all commission meetings and be the sergeant at arms for the purpose of maintaining order and decorum at such meetings. He shall act under the direction and control of the presiding officer.

(Code 1958, § 2-62)

Sec. 2-59. Ordinances and resolutions.

All ordinances and resolutions shall be prepared or reviewed by the city attorney. No ordinance shall be submitted to the city commission for consideration unless ordered by a majority vote of the commission or requested in writing by at least three commissioners. The provisions of F.S. § 166.041, as now or hereafter amended are adopted by reference.

(Code 1958, § 2-63)

Sec. 2-60. Rules of order.

Robert's Rules of Order, Newly Revised, shall govern the deliberations of the city commission, except when in conflict with the terms and provisions of this division and applicable state law.

(Code 1958, § 2-64)

Sec. 2-61. Compensation and expenses.

- (a) Members of the city commission shall receive as compensation for their services the sum of \$1166.67 each per month, and the mayor shall receive an additional \$100.00 per month.
- (b) In addition, the city commission shall approve the payment of actual and necessary expenses incurred by city commissioners in the performance of their duties in office. Such approval may be authorized in advance or made by reimbursement. Unless and until otherwise directed by the commission, the form currently used by the city to advance or reimburse employees for job-related expenses incurred by them, as such form may be amended from time to time, shall be adopted and used by the city commission to advance or reimburse commissioners for their expenses incurred in office.

(Code 1958, § 2-65; Ord. No. 858, § 1, 9-24-96; Ord. No. 893, § 1, 10-27-98)

State law reference— Travel expenses, F.S. § 112.061.

Secs. 2-62—2-80. Reserved.

to assess reasonable attorney fees against the individual filing the action if the court finds that the action was filed in bad faith or was frivolous. The bill excludes specified public officers from its attorney fee provisions. The bill requires a court to assess reasonable attorney fees if a board or commission appeals a court order finding that such board or commission violated the section and the order is affirmed.

The bill provides that any action taken by a board or commission that is found to be in violation of the section is not void as a result of such violation.

This bill creates section 286.0114 of the Florida Statutes.

II. Present Situation:

Florida Constitution: Public Meetings

The Florida Constitution requires all meetings of any collegial public body of the executive branch of state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, to be open and noticed to the public.¹

Government in the Sunshine Law

Access to government meetings is also governed by the Florida Statutes. Section 286.011, F.S., also known as the "Government in the Sunshine Law" or "Sunshine Law," requires all meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, at which official acts are to be taken to be open to the public at all times. The board or commission must provide reasonable notice of all public meetings. Public meetings may not be held in certain locations that discriminate on the basis of sex, age, race, creed, color, origin, or economic status or which operates in a manner that unreasonably restricts the public's access to the facility.² Minutes of a meeting of any such board or commission of any such state agency or authority shall be promptly recorded and be open to public inspection.³

Right to Speak at Public Meetings

The Florida Constitution and the Florida Statutes are silent concerning whether citizens have a right to be heard at a public meeting. To date, Florida courts have heard two cases concerning whether a member of the public has a right to be heard at a meeting when he or she is not a party to the proceedings.

In *Keesler v. Community Maritime Park Associates, Inc.*,⁴ the plaintiffs alleged that the Community Maritime Park Associates, Inc. (CMPA)⁵ violated the Sunshine Law by not

¹ Article I, s. 24(b) of the Florida Constitution.

² Section 286.011(6), F.S.

³ Section 286.011(2), F.S.

⁴ 32 So.3d 659 (Fla. 1st DCA 2010).

⁵ The CMPA is a not-for-profit corporation charged by the City of Pensacola with overseeing the development of a parcel of public waterfront property. The CMPA did not dispute that it was subject to the requirements of the Sunshine Law. *Id.* at 660.

providing them the opportunity to speak at a public meeting concerning the development of certain waterfront property. The plaintiffs argued that the Sunshine Law phrase "open to the public" grants citizens the right to speak at public meetings. The First District Court of Appeal held that no such right exists:

Relying on the language in *Marston*⁶, the trial court determined that, although the Sunshine Law requires that meetings be open to the public, the law does not give the public the right to speak at the meetings. Appellants have failed to point to any case construing the phrase "open to the public" to grant the public the right to speak, and in light of the clear and unambiguous language in *Marston* (albeit dicta), we are not inclined to broadly construe the phrase as granting such a right here.⁷

In the second case, *Kennedy v. St. Johns Water Management District*, the plaintiffs alleged, in part, that the St. Johns Water Management District (the district) violated the Sunshine Law by preventing certain people from speaking at a public meeting concerning the proposed approval of a water use permit.⁸ The trial court held that, "Because, as clearly articulated in *Keesler*, the Sunshine Law does not require the public be allowed to speak, plaintiffs' claim ... fails as a matter of law."⁹ The Fifth District Court of Appeal affirmed the trial court's ruling.¹⁰

III. Effect of Proposed Changes:

The bill creates s. 286.0114, F.S., providing that members of the public must be given a reasonable opportunity to be heard on a proposition before a board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision. The opportunity to be heard does not have to occur at the same meeting at which the board or commission takes official action on the proposition if such opportunity:

- Occurs at a meeting that meets the same notice requirements as the meeting at which the board or commission takes official action on the item;
- Occurs at a meeting that is during the decision-making process; and
- Is within reasonable proximity in time before the meeting at which the board or commission takes the official action.

A private entity is generally subject to public records and open meetings laws when 1) there has been a delegation of the public agency's governmental functions; or 2) the private entity plays an integral part in the decision-making process of the public agency or has a significant level of involvement with the public agency's performance of its duties. See Ops. Att'y Gen. Fla. 92-53 (1992) (direct support organization created for purpose of assisting public museum subject to s. 286.011, F.S.); 83-95 (1983) (where county accepted services of nongovernmental committee to recodify and amend county's zoning laws, committee subject to Sunshine Law).

⁶ In *Wood v. Marston*, the Florida Supreme Court held that the University of Florida improperly closed meetings of a committee charged with soliciting and screening applicants for the deanship of the university's college of law. However, the *Marston* court noted "nothing in this decision gives the public the right to be more than spectators. The public has no authority to participate in or to interfere with the decision-making process." *Wood v. Marston*, 442 So.2d 934, 941 (Fla. 1983).

⁷ *Keesler*, *supra* note 3, at 660-61.

⁸ The trial court was the Circuit Court of the Seventh Judicial Circuit, in and for Putnam County, Florida. See the trial court's "Order Granting Motion for Summary Judgment," September 28, 2010, at 1-3 (on file with the Governmental Oversight and Accountability Committee).

⁹ *Id.* at 6.

¹⁰ 2011 WL 5124949 (Fla. 5th DCA 2011).

The opportunity to be heard is not required for meetings that are exempt from open meetings requirements or for meetings in which the board or commission is acting in a quasi-judicial capacity. The bill specifies that such exclusion does not affect the right of a person to be heard as otherwise provided by law.

In addition, the opportunity to be heard is not required when a board or commission is considering:

- An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, when compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act; or
- An official act involving no more than a ministerial act.

The bill specifies that the section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting.

The bill authorizes a board or commission to adopt reasonable rules or policies governing the opportunity to be heard.¹¹ Such rules or policies must be limited to those that:

- Provide guidelines regarding the time an individual has to address the board or commission;
- Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;
- Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard, to indicate his or her support, opposition, or neutrality on a proposition, and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or
- Designate a specified period of time for public comment.

The bill provides that the board or commission is deemed to be acting in compliance with the section if the board or commission adopts rules or policies in compliance with the section and follows such rules or policies when providing an opportunity to be heard.

The bill authorizes a circuit court to issue injunctions for the purpose of enforcing this section upon the filing of an application for such injunction by any citizen of Florida.

Whenever an action is filed against a board or commission to enforce the provisions of this section, the bill requires the court to assess reasonable attorney fees against the appropriate state agency or authority if the court determines that the defendant to such action acted in violation of the section. The bill also authorizes the court to assess reasonable attorney fees against the individual filing such an action if the court finds that the action was filed in bad faith or was frivolous. These attorney fee provisions do not apply to a state attorney, to his or her duly authorized assistants, or to an officer charged with enforcing the provisions of the act. The bill

¹¹ Executive branch agencies that are subject to the Florida Administrative Procedure Act (ch. 120, F.S.) *must* adopt through the rulemaking process (s. 120.54, F.S.) any agency statement defined as a rule by s. 120.52, F.S. Section 120.52(16), F.S., defines "rule" to mean each agency statement of general applicability that implements, interprets, or prescribes law or policy or describes the procedure or practice requirements of an agency and includes any form which imposes any requirement or solicits any information not specifically required by statute or by an existing rule.

also requires a court to assess reasonable appellate attorney fees if a board or commission appeals any court order which has found such board or commission to have violated the section and the order is affirmed.

The bill specifies that any action taken by a board or commission that is found to be in violation of the section is not void as a result of such violation.

The bill's effective date is October 1, 2013.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

The county/municipality mandates provision of s. 18, Art. VII of the Florida Constitution may apply because this bill could cause counties and municipalities to incur additional expenses associated with longer meetings or increased meetings due to the new requirement that the public be provided with the opportunity to speak at such meetings.¹² An exemption may apply, however, if the bill has an insignificant fiscal impact. If an exemption does not apply, an exception may still apply if the bill articulates a finding of serving an important state interest and applies to all persons similarly situated. The bill contains a legislative finding of important state interest and applies to boards and commissions of all state agencies and authorities and all agencies and authorities of counties, municipal corporations, and political subdivisions; therefore, it appears to apply to all persons similarly situated.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

¹² Article VII, s. 18(a) of the Florida Constitution provides that no county or municipality may be bound by any general law that mandates it to spend funds or take an action requiring the expenditure of funds unless the Legislature determines that such law fulfills an important state interest *and* one of specified other requirements are met. The other specified requirements are:

- Funds have been appropriated that have been estimated at the time of enactment to be sufficient to fund such expenditure;
- The Legislature authorizes or has authorized a county or municipality to enact a funding source not available for such county or municipality on February 1, 1989, that can be used to generate the amount of funds estimated to be sufficient to fund such expenditure by a simple majority vote of the governing body of each such county or municipality;
- The law requiring such expenditure is approved by two-thirds of the membership in each house of the Legislature;
- The expenditure is required to comply with a law that applies to all persons similarly situated, including the state and local governments; *or*
- The law is required to either comply with a federal requirement or required for eligibility for a federal entitlement, which federal requirement specifically contemplates actions by counties or municipalities for compliance. *Id.*

V. Fiscal Impact Statement:**A. Tax/Fee Issues:**

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

Governmental entities may incur additional meeting related expenses because longer meetings may be required when considering items of great public interest. The amount of those potential expenses is indeterminate and will vary depending on the magnitude of each issue and the specific associated meeting requirements.

VI. Technical Deficiencies:

None.

VII. Related Issues:**Rulemaking**

The constitutional separation of powers doctrine¹³ prevents the Legislature from delegating its constitutional duties.¹⁴ Because legislative power involves the exercise of policy-related discretion over the content of law,¹⁵ any discretion given an executive branch agency to implement a law must be "pursuant to some minimal standards and guidelines ascertainable by reference to the enactment establishing the program."¹⁶ Although the bill authorizes, but does not require, boards and commissions to adopt certain rules or policies, executive branch agencies are required to adopt as a rule a statement of general applicability that implements law or policy and that imposes a requirement not specifically required by statutes or existing rule.¹⁷ The bill prescribes the items that such rules or policies may address.

Boards and commissions subject to the state Administrative Procedure Act¹⁸ must comply with the rulemaking procedures set forth in that chapter. Generally, rulemaking pursuant to those procedures takes a minimum of 90 days.¹⁹

Other Comments

¹³ Article II, s. 3 of the Florida Constitution.

¹⁴ See *Florida State Bd. of Architecture v. Wasserman*, 377 So.2d 653 (Fla. 1979).

¹⁵ See *State ex rel. Taylor v. City of Tallahassee*, 177 So. 719 (Fla. 1937).

¹⁶ See *Askew v. Cross Key Waterways*, 372 So.2d 913 (Fla. 1978).

¹⁷ See note 11.

¹⁸ Chapter 120, F.S. The chapter applies to any "agency" as defined in s. 120.52(1), F.S.

¹⁹ See s. 120.54, F.S.

The bill does not define the terms “proposition,” “reasonable proximity,” “ministerial act,” “factions,” and “groups.”

The bill does not specify what is considered an “unreasonable delay” when deciding if the public’s opportunity to be heard should be usurped.

It is unclear whether a state board’s or commission’s denial of someone’s right to speak may constitute an agency action challengeable under the Administrative Procedure Act. In cases in which an administrative remedy is available, a plaintiff may be required to exhaust all administrative remedies before pursuing a civil remedy.²⁰

As currently drafted, each state or local board or commission is authorized to create its own rules or policies governing the right to speak. Allowing each state board or commission to create its own rules allows it to tailor its rules to its needs, but may not provide as much ease of use by the public as would uniform rules created by an entity such as the Administration Commission.

The bill specifies that a circuit court may issue injunctions to enforce the provisions of the act. It is unclear whether this could be interpreted to exclude civil remedies other than injunctions and the attorney fees also explicitly authorized by the bill.

VIII. Additional Information:

A. Committee Substitute – Statement of Substantial Changes: (Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Governmental Oversight and Accountability on February 6, 2013:

The CS differs from the original bill in that it:

- Creates a definition for “board or commission” for drafting clarity. The substance of the definition is pulled from the original bill.
- Clarifies that an opportunity to speak must occur at a meeting that is within reasonable proximity *in time* to the meeting at which the board or commission takes official action on the proposition.
- Specifies that the section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting.
- Changes the term “item” to “proposition” throughout the bill for conformity.
- Deletes the phrase “with respect to the rights or interests of a person” from (3)(d) to prevent confusion over whom or what constitutes a “person.”
- Clarifies that the restrictions on rules and policies apply only to those governing the opportunity to be heard.
- Rephrases (4)(a), relating to specifying *a limit* on the time an individual has to address a board or commission, to provide more flexibility by instead specifying that a board or commission may provide *guidelines* relating to the time an individual may speak.
- Rephrases (4)(b), relating to *requiring* a selection of a representative of a group or faction, to provide more flexibility by instead specifying that a board or commission

²⁰ See, for example, *Orange County, Fla. v. Game and Fresh Water Fish Commission*, 397 So.2d 411 (Fla. 5th DCA 1981).

may *prescribe procedures* for allowing representatives of a group or faction to address the board or commission.

- Replaces the phrase “it is presumed that” in (5) with “is deemed to be” to prevent confusion about whether the subsection is creating a rebuttable legal presumption.
- Relocates the authorization of a circuit court to issue injunctions before the attorney fee provisions for drafting clarity.
- Replaces the authorization of *the* circuit courts to issue injunctions with *a* circuit court for drafting clarity.
- Authorizes attorney fees at the appellate level in addition to at the circuit court level if a board or commission is found to have violated the section.
- Replaces references within the bill to “the act” with “the section” for clarity.
- Adds a finding of important state interest.
- Changes the bill’s effective date to from July 1, 2013 to October 1, 2013 to allow boards and commissions subject to ch. 120, F.S., to promulgate rules.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill’s introducer or the Florida Senate.

Resolution No. 1306-2013

RESOLUTION AUTHORIZING THE CITY OF QUINCY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR MAINTENANCE

Whereas, as a part of the continual updating of the State of Florida Highway System, the Department, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 2 and 4 lane (State Roads 10, 12 and 267) highway facilities below within the corporate limits of the City of Quincy; and

S.R. 10 (U.S. 90) County Section 50010, from city limit at C.R. 274 (M.P.18.484) to S.R. 12 (M.R.20.780)

S.R. 10 (U.S. 90) County Section 50030, from S.R. 12 (M.P. 0.000) to just East of Strong Road (M.P.2.051)

S.R. 12, County Section No. 50020, from S.R. 10 (U.S. 90) (M.P.0.000) to South of Quincy Creek ((M.P.0.973)

S.R. 267, County Section No. 50080, from Date Street (M.P.14.155) to S.R. 10 (U.S. 90) (M.P.15.365)

S.R. 267, County Section No. 50140, from S.R. 10 (U.S. 90) (M.P.0.000) North to Gurman Street (M.P.0.881)

485 Mowing small Machine	0499ac	\$115.59	7	\$ 403.78
484 Mowing Intermediate	26.410ac	\$ 50.27	7	\$ 9,293.41
541 Litter Removal	56.221ac	\$ 6.46	12	\$ 4,351.51
543 Mechanical Sweeping	10.657pm	\$ 84.96	12	\$10,865.02
545 Edging and Sweeping	21.124pm	\$602.64	3	<u>\$38,190.50</u>

Total \$63,104.20

Whereas the City is of the Opinion that said highway facilities that contain roadside areas shall be setting forth the responsibilities of each party and set forth authorization for year beginning October 1, 2013 and ending September 30, 2014.

Adopted this 24th day of September 2013.

City of Quincy, Florida

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

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 24, 2013

Date Submitted: September 18, 2013

To: Honorable Mayor and Members of the City Commission

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

Subject: Memorandum of Agreement with Florida Department of
Transportation and the City of Quincy

Statement of Issue:

The City of Quincy has a need to finalize the Memorandum of Agreement (MOA) with the Florida Department of Transportation (FDOT) for Public Works to maintain the state roads.

Background:

This MOA between the City of Quincy and FDOT will expire on September 30, 2013. This MOA dates back as far as July 2007. The City of Quincy will mow the sides of the roads and the median, remove litter, perform mechanical sweeping, edging and sweeping.

The following roads will be maintained:

1. SR 10 (US 90) from the city limits CR 274 to SR 12
2. SR 10 (US 90) from SR 12 to just East of Strong Road
3. SR 12 from SR 10 (US 90) to South of Quincy Creek
4. SR 267 from Dade Street to SR 10 (US 90)
5. SR 267 from SR 10 (US 90) to North of Gurman Street

Analysis:

The City of Quincy Public Works Department has successfully worked with FDOT for many years. This year, FDOT requested the MOA contract be cut from \$63,104.20 per year to \$28,044.80 per year because State Government only gives them \$28,044.80 per year for the work we do. Therefore, I emailed Mr. Thalon Hobbs, District Maintenance Contracts Administrator for FDOT and explained to him that it would be a hardship on the City of Quincy Public Works Department's budget since the proposed budget has

already been submitted. Mr. Hobbs has submitted a revised maintenance MOA between the City and FDOT which reflects utilization of the same routine maintenance activity unit prices that were used for FY 2012/2013. The payment associated with this revised MOA will be \$63,104.20. The accompanying revised MOAs have been prepared to be executed as a 1-year contract ending September 30, 2014 with no renewals. However, next year, the contract amount will be reduced.

Options:

Option 1: Award the Memorandum of Agreement with Florida Department of Transportation for the amount of \$63,104.20.

Option 2: Do not award the Memorandum of Agreement with Florida Department of Transportation for the amount of \$63,104.20.

Staff Recommendation:

Option 1: Award the Memorandum of Agreement with Florida Department of Transportation for the amount of \$63,104.20.

Attachments:

1. Resolution No. 1306-2013
2. Hardship Email to FDOT
3. Revised Memorandum of Agreement for 2013/2014 dated 9/16/13
4. Memorandum of Agreement for 2013/2014 dated 9/9/13
5. Memorandum of Agreement for 2012/2013 dated 5/1/13

Resolution No. 1306-2013

RESOLUTION AUTHORIZING THE CITY OF QUINCY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR MAINTENANCE

Whereas, as a part of the continual updating of the State of Florida Highway System, the Department, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 2 and 4 lane (State Roads 10, 12 and 267) highway facilities below within the corporate limits of the City of Quincy; and

S.R. 10 (U.S. 90) County Section 50010, from city limit at C.R. 274 (M.P.18.484) to S.R. 12 (M.R.20.780)

S.R. 10 (U.S. 90) County Section 50030, from S.R. 12 (M.P. 0.000) to just East of Strong Road (M.P.2.051)

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545 Edging and Sweeping	21.124pm	\$602.64	3	<u>\$38,190.50</u>

Total \$63,104.20

Whereas the City is of the Opinion that said highway facilities that contain roadside areas shall be setting forth the responsibilities of each party and set forth authorization for year beginning October 1, 2013 and ending September 30, 2014.

Adopted this 24th day of September 2013.

City of Quincy, Florida

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

ATTEST:

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

Dear Mr. Hobbs,

I've reviewed the MOA with Florida Department of Transportation for the City of Quincy Public Works Department to maintain the state roads beginning July 1, 2012 and ending September 30, 2013. The amount was \$15,776.05 per quarter for a total of \$63,104.20 per year.

The new MOA is for the same time however, the state is proposing to cut the amount of the contract to \$7,011.20 per quarter for a total of \$28,044.80 per year. The difference in the contract is \$35,059.40 per year. This would create a hardship on the City of Quincy.

We are asking your Department to grant the City of Quincy another year under the 2012-2013 MOA since our budget has already been proposed.

The City of Quincy looks forward to continue doing the services for the Department of Transportation. Please feel free to contact me directly at (850) 528-8905 or via email at wbanks@myquincy.net.

Thanks in advance for your consideration and cooperation to this matter

Sincerely,

Willie Earl Banks
Public Works Director



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

September 16, 2013

Ms. Sylvia Hicks, City Clerk
City of Quincy
122 North Graves Street
Quincy, Florida 32351-2328

RE: Maintenance Memorandum of Agreement (MOA) with City of Quincy

Dear Ms. Hicks:

Thank you for your correspondence concerning the Department's planned reductions in the routine maintenance activity unit prices that were proposed to be used for the subject contract. It is our understanding that the Department's proposed changes would be a major financial impact on the City's ability to enter into a contract agreement at the proposed rates.

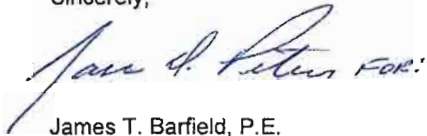
Per the City's request, please find enclosed four (4) originals of a revised maintenance MOA between the City of Quincy and the Department which reflects utilization of the same routine maintenance activity unit prices that were used for the State Fiscal Year 2012/2013 period. The payment associated with this MOA will be **\$63,104.20**. If the City desires to enter into this agreement with the Department, please execute and seal each original and return all copies to this office along with the corresponding Resolution covering this work. Final execution of this agreement is contingent upon funding. The accompanying revised MOAs have been prepared to be executed as a 1-year contract ending September 30, 2014 with no renewals. *Please note that after this time the Department plans to utilize unit costs for the various routine maintenance activities that are commensurate with the actual budget received by the District Three Maintenance Office for these respective items.*

Please return your executed and sealed agreements to the District Three Maintenance Office by September 24, 2013. If circumstances will not allow you to return these documents by this date, please notify our office as soon as possible.

We appreciate your assistance in the preparation and execution of this agreement. When final execution is accomplished, a copy will be forwarded to you for your records. If you have any questions, please feel free to contact either Thalon Hobbs, District Maintenance Contracts Administrator at 1-888-638-0250, extension 1727 (thalon.hobbs@dot.state.fl.us) or Chad Williams at 1-888-638-0250, extension 1604 (chad.williams@dot.state.fl.us).

www.dot.state.fl.us

Sincerely,

A handwritten signature in black ink that reads "James T. Barfield FOR:". The signature is written in a cursive style and is positioned above the typed name.

James T. Barfield, P.E.
District Secretary

Enclosure

cc: Ms. Gabriella Corbin, Mr. Greg Ouzts, Ms. Dustie Moss

MAINTENANCE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, "DEPARTMENT," and the City of Quincy, a political subdivision of the State of Florida, existing under the Laws of Florida, "City".

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 2 and 4 lane (State Roads 10, 12 and 267) highway facilities outlined in Exhibit "A" (Scope of Services) attached hereto and incorporated by reference herein, within the corporate limits of the City; and

WHEREAS, the City is of the opinion that said highway facilities that contain roadside areas shall be attractively maintained by mowing, mechanical sweeping, edging and sweeping and litter removal.

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the DEPARTMENT is authorized to enter into this Agreement pursuant to Section 335.055, Florida Statutes "F.S.," and

WHEREAS, the City by Resolution No. _____ dated _____, 2013, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The City shall perform the following standards:
 - A. Mow, cut and/or trim grass or turf in accordance with the guidelines set forth by the DEPARTMENT on an annual basis.
 - B. Edging and Sweeping to eliminate excess growth of grass and/or vegetation along all curbs and sidewalks.
 - C. Removal of all litter and debris from within the limits of the highway rights-of-way.
 - D. Sweeping along all curbs including median and outside curbs.

The above named functions to be performed by the City shall be subject to periodic inspections by the DEPARTMENT. Such inspection findings will be shared with the City and shall be the basis of all decisions regarding payment reduction, reworking, agreement termination, or renewal.

2. If at any time after the City has assumed the maintenance responsibility above mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of (Ms. Sylvia Hicks, City Clerk, 122 North Graves Street, Quincy, Florida 32351-2328) to place said City, on notice thereof. Thereafter, the City shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
 - (a) Maintain the roadside areas or a part thereof, within the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the City's payment said work or part thereof, or
 - (b) Terminate Agreement in accordance with Paragraph 5 of this Agreement and remove, by DEPARTMENT or private contractor's personnel, all of the items not desirable to maintain installed under this Agreement or any preceding agreement except as to items to remain and charge the City for the reasonable cost of such removal.
3. It is understood between the parties hereto that the maintenance items covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The City shall be given sixty (60) calendar days notice to remove said maintenance items after which time the DEPARTMENT may remove said maintenance items.

4. The DEPARTMENT agrees to pay to the City quarterly compensation for the cost of routine maintenance of maintenance items identified in Exhibit "A". The lump sum payment will be in the amount of \$ 15,776.05 per quarter for a total sum of \$ 63,104.20 per year.
 - (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, F.S.
 - (b) Invoices shall be submitted by the City in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager or designee prior to payment.
 - (c) Supporting documentation must establish that the deliverables were received and accepted in writing by the City and must also establish that the required minimum level of service to be performed as specified in Paragraph 1 was met, and that the criteria for evaluating successful completion as specified in Paragraph 1 was met.
 - (d) 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 includes the City's general accounting records, together with supporting documents and records, of the City and all subcontractors performing work, and all other records of the City and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
5. This Agreement may be terminated under any one of the following conditions:
 - (a) By the DEPARTMENT if the City fails to perform its duties under Paragraph 2, following ten (10) days written notice.
 - (b) By the DEPARTMENT, for refusal by the City to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the City in conjunction with this agreement.
 - (c) By either party following sixty (60) calendar days written notice.
 - (d) By both parties, thirty (30) calendar days following the complete execution by both parties, of an agreement to terminate this agreement.
6. The term of this Agreement commences on October 1, 2013 and continues thru September 30, 2014.
7. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Section 339.135, (6)(a), F.S., are hereby incorporated:

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 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 and which have a term for a period of more than 1 year.
8. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
9. The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
10. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 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 warrant in payment of an invoice is not available within 40 days after receipt of a properly completed invoice, a separate interest penalty in accordance with Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the City. Interest penalties of less than one (1)

dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor 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 vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

11. This Agreement may not be assigned or transferred by the City in whole or in part without consent of the DEPARTMENT.
12. City:
 - (a) 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 City during the term of the contract; and
 - (b) Shall expressly require any 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 subcontractor during the contract term.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
14. Travel expenses are not authorized under this Agreement.
15. The City shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The City shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
16. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
17. The City and the DEPARTMENT agree that the City, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement.
18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. 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 entity
19. The effective date of this Agreement shall be the latest date on which either party executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

CITY OF QUINCY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
District Secretary for District Three
DATE: _____

ATTEST: _____ (Seal)

ATTEST: _____ (Seal)
Executive Secretary

LEGAL REVIEW:

Office of the General Counsel

EXHIBIT "A"
THE CITY OF QUINCY
BASIS OF ESTIMATE

SITES:

1. S.R. 10 (U.S. 90), County Section No. 50010, from city limits at C.R. 274 (M.P.18.484) to S.R. 12 (M.P.20.780).
2. S.R. 10 (U.S. 90), County Section No. 50030, from S.R. 12 (M.P.0.000) to just east of Strong Road (M.P. 2.051).
3. S.R. 12, County Section No. 50020, from S.R. 10 (U.S. 90)(M.P.0.000) to south of Quincy Creek (M.P.0.973).
4. S.R. 267, County Section No. 50080, from Dade Street (M.P.14.155) to S.R. 10 (U.S. 90)(M.P.15.365).
5. S.R.267, County Section No. 50140, from S.R. 10 (U.S. 90)(M.P.0.000) to north of Gurman Street (M.P.0.881).

COST ESTIMATE FOR ONE YEAR

PAY ITEM NO.	ACT. NO.	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
E104-4-3	485	MOWING, SMALL MACHINE	0.499 AC	\$ 115.59	7	\$403.76
E104-4-4	484	MOWING INTERMEDIATE	26.410 AC	\$ 50.27	7	\$9,293.41
E110-30	541	LITTER REMOVAL	56.221 AC	\$6.45	12	\$4,351.51
E110-31	543	MECHANICAL SWEEPING	10.657 PM	\$ 84.96	12	\$10,865.02
E110-32-1	545	EDGING AND SWEEPING	21.124 PM	\$ 602.64	3	\$38,190.50
		GRAND TOTAL				\$63,104.20

(QUARTERLY: \$ 15,776.05)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

September 9, 2013

Ms. Sylvia Hicks, City Clerk
City of Quincy
122 North Graves Street
Quincy, Florida 32351-2328

RE: Memorandum of Agreement with City of Quincy

Dear Ms. Hicks:

Enclosed are four (4) originals of a Memorandum of Agreement (MOA) between the City of Quincy and the Florida Department of Transportation. If your City desires to enter into this agreement with the Department, please execute and seal each original and return all copies to this office along with the corresponding Resolution covering this work. Final execution of this agreement is contingent upon funding.

Please note that the unit costs associated with various routine maintenance activities reflect for the most part a decrease in the funding levels provided by previous MOAs. The following unit costs will be utilized as applicable for this MOA:

- Activity No. 471 - Mowing, Regular/Large Machine - \$15.76 / acre
- Activity No. 482 - Slope Mowing - \$80.89 / acre
- Activity No. 484 - Intermediate Machine Mowing - \$53.44 / acre
- Activity No. 485 - Small Machine Mowing - \$65.71 / acre
- Activity No. 541 - Litter Removal - \$7.27 / acre
- Activity No. 543 - Roadsweeping (Mechanical) - \$33.83 / curb mile
- Activity No. 545 - Edging and Sweeping - \$137.36 / edge mile
- Activity No. 493 - Landscaping - \$532.40 / acre

The above unit costs are reflective of the actual State Fiscal Year 2013/2014 budget to be received by the District Three Maintenance Office for these respective items. Additionally, in lieu of the traditional MOA format that has included an initial one-year term (with two one-year renewals), you will note that the attached MOAs have been prepared to be executed as a 3-year contract with no renewals. Based on your current workload and the above prices the annual payment associated with this MOA will be **\$28,044.80**.

Please return your executed agreements to the District Three Maintenance Office by close of business September 24, 2013. If circumstances will not allow you to return these documents by this date, please notify our office as soon as possible. In the event that your municipality

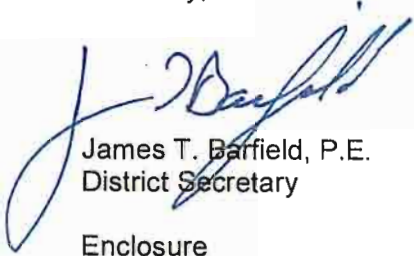
September 9, 2013

Page 2

determines that it cannot perform the subject work at the reduced rates, while at the same time providing the same level and quality of service, the Department will rebid the associated work.

We appreciate your assistance in the preparation and execution of this agreement. When final execution is accomplished, a copy will be forwarded to you for your records. If you have any questions, please feel free to call Thalon Hobbs, District Maintenance Contracts Administrator toll-free at 1-888-638-0250, extension 1727 or via e-mail at thalon.hobbs@dot.state.fl.us.

Sincerely,



James T. Barfield, P.E.
District Secretary

Enclosure

cc: Ms. Gabriella Corbin, Mr. Greg Ouzts, Ms. Dustie Moss

MAINTENANCE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, "DEPARTMENT," and the City of Quincy, a political subdivision of the State of Florida, existing under the Laws of Florida, "City".

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 2 and 4 lane (State Roads 10, 12 and 267) highway facilities outlined in Exhibit "A" (Scope of Services) attached hereto and incorporated by reference herein, within the corporate limits of the City; and

WHEREAS, the City is of the opinion that said highway facilities that contain roadside areas shall be attractively maintained by mowing, mechanical sweeping, edging and sweeping and litter removal.

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the DEPARTMENT is authorized to enter into this Agreement pursuant to Section 335.055, Florida Statutes "F.S.;" and

WHEREAS, the City by Resolution No. _____ dated _____, 2013, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The City shall perform the following standards:
 - A. Mow, cut and/or trim grass or turf in accordance with the guidelines set forth by the DEPARTMENT on an annual basis.
 - B. Edging and Sweeping to eliminate excess growth of grass and/or vegetation along all curbs and sidewalks.
 - C. Removal of all litter and debris from within the limits of the highway rights-of-way.
 - D. Sweeping along all curbs including median and outside curbs.

The above named functions to be performed by the City shall be subject to periodic inspections by the DEPARTMENT. Such inspection findings will be shared with the City and shall be the basis of all decisions regarding payment reduction, reworking, agreement termination, or renewal.

2. If at any time after the City has assumed the maintenance responsibility above mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of (Ms. Sylvia Hicks, City Clerk, 122 North Graves Street, Quincy, Florida 32351-2328) to place said City, on notice thereof. Thereafter, the City shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
 - (a) Maintain the roadside areas or a part thereof, within the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the City's payment said work or part thereof, or
 - (b) Terminate Agreement in accordance with Paragraph 5 of this Agreement and remove, by DEPARTMENT or private contractor's personnel, all of the items not desirable to maintain installed under this Agreement or any preceding agreement except as to items to remain and charge the City for the reasonable cost of such removal.
3. It is understood between the parties hereto that the maintenance items covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The City shall be given sixty (60) calendar days notice to remove said maintenance items after which time the DEPARTMENT may remove said maintenance items.

4. The DEPARTMENT agrees to pay to the City quarterly compensation for the cost of routine maintenance of maintenance items identified in Exhibit "A". The lump sum payment will be in the amount of \$ 7,011.20 per quarter for a total sum of \$ 28,044.80 per year.
 - (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, F.S.
 - (b) Invoices shall be submitted by the City in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payment.
 - (c) Supporting documentation must establish that the deliverables were received and accepted in writing by the City and must also establish that the required minimum level of service to be performed as specified in Paragraph 1 was met, and that the criteria for evaluating successful completion as specified in Paragraph 1 was met.
 - (d) 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 includes the City's general accounting records, together with supporting documents and records, of the City and all subcontractors performing work, and all other records of the City and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
5. This Agreement may be terminated under any one of the following conditions:
 - (a) By the DEPARTMENT if the City fails to perform its duties under Paragraph 2, following ten (10) days written notice.
 - (b) By the DEPARTMENT, for refusal by the City to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the City in conjunction with this agreement.
 - (c) By either party following sixty (60) calendar days written notice.
 - (d) By both parties, thirty (30) calendar days following the complete execution by both parties, of an agreement to terminate this agreement.
6. The term of this Agreement commences on October 1, 2013 and continues thru September 30, 2016.
7. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Section 339.135, (6)(a), F.S., are hereby incorporated:

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 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 and which have a term for a period of more than 1 year.
8. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
9. The DEPARTMENT's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
10. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 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 warrant in payment of an invoice is not available within 40 days after receipt of a properly completed invoice, a separate interest penalty in accordance with Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the City. Interest penalties of less than one (1)

dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor 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 vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

11. This Agreement may not be assigned or transferred by the City in whole or in part without consent of the DEPARTMENT.
12. City:
 - (a) 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 City during the term of the contract; and
 - (b) Shall expressly require any 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 subcontractor during the contract term.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
14. Travel expenses are not authorized under this Agreement.
15. The City shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The City shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
16. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
17. The City and the DEPARTMENT agree that the City, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement.
18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. 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 entity
19. The effective date of this Agreement shall be the latest date on which either party executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

CITY OF QUINCY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
District Secretary for District Three
DATE: _____

ATTEST: _____ (Seal)

ATTEST: _____ (Seal)
Executive Secretary

LEGAL REVIEW:

Office of the General Counsel

EXHIBIT "A"
THE CITY OF QUINCY
BASIS OF ESTIMATE

SITES:

1. S.R. 10 (U.S. 90), County Section No. 50010, from city limits at C.R. 274 (M.P.18.484) to S.R. 12 (M.P.20.780).
2. S.R. 10 (U.S. 90), County Section No. 50030, from S.R. 12 (M.P.0.000) to just east of Strong Road (M.P. 2.051).
3. S.R. 12, County Section No. 50020, from S.R. 10 (U.S. 90)(M.P.0.000) to south of Quincy Creek (M.P.0.973).
4. S.R. 267, County Section No. 50080, from Dade Street (M.P.14.155) to S.R. 10 (U.S. 90)(M.P.15.365).
5. S.R.267, County Section No. 50140, from S.R. 10 (U.S. 90)(M.P.0.000) to north of Gurman Street (M.P.0.881).

COST ESTIMATE FOR ONE YEAR

PAY ITEM No.	ACTIVITY No.	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
E104-4-4	484	INTERMEDIATE MOWING	26.410 AC.	\$ 53.44	7	\$9,879.45
E104-4-3	485	SMALL MACHINE MOWING	0.499 AC.	\$ 65.71	7	\$229.53
E110-30	541	LITTER REMOVAL	56.221 AC.	\$ 7.27	12	\$4,904.72
E110-31	543	MECHANICAL SWEEPING	10.657 PM	\$ 33.83	12	\$4,326.32
E110-32-1	545	EDGING AND SWEEPING	21.124 PM	\$137.36	3	\$8,704.78
GRAND TOTAL						\$28,044.80

(QUARTERLY \$7,011.20)

(TOTAL COST FOR THREE YEARS \$84,134.40)



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

May 1, 2013

Mr. Gene Sutton, Public Works Director
City of Quincy
122 North Graves Street
Quincy, Florida 32351-2328

RE: Memorandum of Agreement with City of Quincy

Dear Mr. Sutton:

The Memorandum of Agreement (MOA) between the City of Quincy and the Florida Department of Transportation is scheduled to expire on June 30, 2013. In order to provide more general flexibility the Department wishes to execute a supplemental agreement that would shift the MOA ending date from June 30, 2013 to September 30, 2013. Enclosed are four (4) originals of a Supplemental Agreement between the City of Quincy and the Florida Department of Transportation that reflect such a change in the ending date, as well as the associated additional funding. If your City concurs with this Supplemental Agreement please execute, attest, and seal each original and return all copies to this office along with the corresponding Resolution covering this work. Final execution of this agreement is contingent upon funding.

Please note that the routine maintenance activity unit rates provided within the current MOA will remain the same during this supplementary 3 month period. Additionally, the term of future MOAs will run from October 1st to the end of September. **Please return your executed agreements to our office by May 31, 2013. If circumstances will not allow you to return these documents by this date, please notify our office as soon as possible.**

We appreciate your assistance in the preparation and execution of this agreement. When final execution is accomplished, a copy will be forwarded to you for your records. If you have any questions, please feel free to contact either Thalon Hobbs, District Maintenance Contracts Administrator at 1-888-638-0250, extension 1727 (thalon.hobbs@dot.state.fl.us) or Chad Williams at 1-888-638-0250, extension 1604 (chad.williams@dot.state.fl.us)

Sincerely,

Chad A. Williams
Assistant District Maintenance Engineer

Enclosure

cc: Ms. Gabriella Corbin, Mr. Greg Ouzts, Ms. Dustie Moss

No. 001

Contract No.: APY81

Page 1 of 2

Road No(s). various Federal Aid Project No(s). _____

Fin. Proj. ID 42378217810

This agreement entered into on _____, such an agreement to be effective on the last date of execution by a party hereto, by and between the State of Florida Department of Transportation, "Department", and City of Quincy, "Contractor", and N/A, "Surety", the same being supplementary to Contract APY81 by and between the parties aforesaid, dated July 1, 2010, for the construction or improvement of the road(s) and bridge(s) assigned the project number(s) shown above, in Gadsden Count(y)(ies) Florida.

(1)The Department and the Contractor amend the Contract Renewal Document as set forth in this Supplemental Agreement and Attachment "A" to this Supplemental Agreement, which is incorporated into and made a part of this Supplemental Agreement.

Revised Plan Sheet Nos. N/A

(2) The quantities to be paid shall be determined as provided in the Standard Specification, Edition of 2010. The quantities so determined shall be paid at the unit prices stated on the attached sheets.

(3) It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. APY81, including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.

(4) The Department and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time this Agreement 92 Days

Net Change in Contract this Agreement: Increase \$ 15,776.05 Decrease \$ _____
No Change

Approved By:

Executed By:

Secretary or Designee Signature
Printed Name Mark Thomas, P.E.
Title District Maintenance Engineer
Date _____

Contractor Signature
Printed Name _____
Title _____
Date _____
(SEAL)

Executed By:

Secretary or Designee Signature
Printed Name James T. Barfield, P.E.
Title District Secretary
Date _____

ATTEST _____
Secretary _____ Date _____

Surety _____
(SEAL)

Attorney Signature, Department of Transportation, Legal Review
Printed Name Erin Oliver
Date _____

BY _____
Florida Licensed Insurance Agent _____ Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT

700-010-45
CONSTRUCTION
04/11

Page 2 of 2

No. 001 Contract No.: APY81
Road No(s). various Federal Aid Project No(s). _____
Fin. Proj. ID 42378217810

(1) (continued):

Attachment "A"

The fourth paragraph of the second Contract Renewal document is deleted and replaced by the following:

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of July, 2012 and ending the 30th day of September, 2013 at a cost of \$15,776.05 per quarter for a total cost of \$78,880.25.

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: September 24, 2013
Date Submitted: September 16, 2013
To: Honorable Mayor and Members of the Commission
From: Jack L. McLean Jr., City Manager
Subject: Capital Region Transportation Planning Agency Interlocal Agreement

Statement of Issue:

This item seeks Board approval of an Interlocal Agreement (Attachment #1) required to be executed between the thirteen entities of the Capital Region Transportation Planning Agency (CRTPA). The entities are the Florida Department of Transportation; the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, Tallahassee; the Towns of Greensboro and Havana; and the Leon County School Board.

Fiscal Impact:

As with the current CRTPA Interlocal Agreement, upon execution of a new Interlocal Agreement with all the membership within the planning boundaries, cost of operations of CRTPA that is not eligible for reimbursement from state and federal grants and local grant matching funds will be shared by the membership based on the weighted voting apportionment. The CRTPA staff works very diligently to keep the total of non-eligible CRTPA expenses and matching funds below \$20,000 annually.

Background:

There are several legal documents that must be updated as a result of the Governor's approval of the Capital Region Transportation Planning Agency (CRTPA) Apportionment Plan in March 2011. The most important document is the Interlocal Agreement, which will implement the Apportionment Plan. The Interlocal Agreement establishes the CRTPA as an organization with recitals, purpose, organization and creation, composition, membership, terms of office, authorities, responsibilities, powers, duties, administration, funding, inventory reporting, record-keeping, and miscellaneous provisions.

Analysis:

The approval of the Apportionment by the Governor in March 2011 set forth the basis for development of the legal documents to establish the Capital Region Transportation Planning Agency (CRTPA). The most important of these documents is the Interlocal Agreement. The typical Interlocal Agreement is a boiler-plate document that varies very little across the state in the sense that all of the legal statutes at the Federal level, and state level are recited, the purpose, organization, creation, composition, membership, terms of office, authorities, responsibilities, powers, duties, administration, funding, inventory reporting, record-keeping, and miscellaneous provisions are all included as well.

Based on the fact that the CRTPA has recently been established as an independent body with its own administrative structure, and unique apportionment process with members from Gadsden, Jefferson, Leon, and Wakulla Counties, the Cities of Chattahoochee, Gretna, Midway, Quincy, Tallahassee, the Towns of Havana and Greensboro and the Leon County School Board, the CRTPA Attorney and the Executive Director included additional language to the Interlocal Agreement that is specific to the organization, such as the weighted voting of the membership, a description of the administration, and provisions for funding. After the development by the CRTPA Attorney and the Executive Director, the Interlocal Agreement was forwarded to the Florida Department of Transportation (FDOT) for review of the additional language, compliance with the 2010 Census and MAP-21 (the most recently adopted federal transportation legislation). FDOT found the Interlocal Agreement to meet the needs that they have for the establishment of the CRTPA.

By way of explanation, the standard FDOT form Agreement contains those fundamental provisions that FDOT believes should be in every interlocal agreement, and provides blanks that must be filled in for the particular metropolitan planning organization. The proposed Interlocal Agreement reflects how the CRTPA Attorney and the Executive Director "filled in the blanks," as well as the additional terms developed to implement the apportionment plan to describe the administration of the CRTPA, and to provide for funding.

Options:

- Option 1: Approve the Capital Region Transportation Planning Agency (CRTPA) Interlocal Agreement and authorize the Mayor to execute the Agreement.

- Option 2: Do not approve the Capital Region Transportation Planning Agency (CRTPA) Interlocal Agreement or authorize the Mayor to execute the Agreement.

Staff Recommendation:

Option 1: Approve the Capital Region Transportation Planning Agency (CRTPA) Interlocal Agreement and authorize the Mayor to execute the Agreement.

Attachment:

1. Capital Region Transportation Planning Agency Interlocal Agreement.

**AMENDED INTERLOCAL AGREEMENT CONCERNING THE FORMATION AND
OPERATION OF THE
CAPITAL REGION TRANSPORTATION PLANNING AGENCY**

THIS AMENDED INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter DEPARTMENT); the COUNTIES OF GADSDEN, JEFFERSON, LEON and WAKULLA; the CITIES OF CHATTAHOOCHEE, GRETNA, MIDWAY, QUINCY, TALLAHASSEE; the TOWNS OF GREENSBORO and HAVANA; and the LEON COUNTY SCHOOL BOARD.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 U.S.C. and 49 U.S.C. requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and further requires the State Transportation Agency and the Metropolitan Planning Organization (MPO) to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, 23 United States Code 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), and the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141), 49 United States Code 5303-5307, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 U.S.C., 49 U.S.C., 23 CFR 450 and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Planning Organization; and

WHEREAS, pursuant to Section 339.175(4), Florida Statutes, the Governor shall, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable MPO among the various governmental entities within the area; and

WHEREAS, pursuant to 23 CFR 450 and Section 339.175(2)(b), Florida Statutes, an Interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the MPO. The signatories to the Interlocal agreement shall be the Department and the governmental entities designated by the Governor for membership on the MPO; and

WHEREAS, on June 21, 2004, the Board of the Tallahassee-Leon County Metropolitan Planning Organization approved a resolution changing the name of the MPO to the Capital Region Transportation Planning Agency (the CRTPA), without any change to its legal organization; and

WHEREAS, on January 12, 2009, the CRTPA Board approved a reapportionment plan in accordance with the revised Planning Area Boundary to include all of Gadsden, Jefferson, Leon and Wakulla Counties, which reapportionment plan was subsequently submitted to the Governor for approval; and

WHEREAS, pursuant to Section 339.175(4), Florida Statutes, in a letter dated March 17, 2011, the Governor has agreed to the apportionment plan; and

WHEREAS, the Interlocal agreement is required to create the CRTPA and delineate the provisions for operation of the CRTPA as the MPO for this region; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175, Florida Statutes;

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the Interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to Interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

BOARD shall mean the governing board of the CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA).

Congestion Management System as defined by the Federal Highway Administration means a systematic process for managing congestion that provides information on transportation system performance and on alternative strategies for alleviating congestion and enhancing the mobility of persons and goods to levels that meet state and local needs.

CRTPA means the Capital Region Transportation Planning Agency, which is the MPO formed pursuant to this Agreement

DEPARTMENT shall mean and refer to the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Functional Classification means the assignment of roads into systems according to the character of service they provide in relation to the total road network using procedures developed by the Federal Highway Administration.

Long-Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 U.S.C. 134(c), 23 CFR 450, and Section 339.175(7), Florida Statutes.

Metropolitan Area means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population as described in 23 U.S.C., 49 U.S.C., and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means Metropolitan Planning Organization and refers to the CRTPA which is the MPO formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C., 49 U.S.C, 23 CFR 450 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description of each planning task and an estimated budget therefore and must comply with applicable state and federal law, all as required by 23 CFR 450 and Section 339.175(9), Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the Capital Region Transportation Planning Agency:

(a) To assist in the safe and efficient management, operation, and development of surface transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and freight within and through this metropolitan area of this state, foster economic growth and development within and through urbanized areas of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption, air pollution, and greenhouse gas emissions through metropolitan transportation planning processes;

(b) To develop transportation plans and programs, in cooperation with the state and public transit operators, which plans and programs provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in section 334.046(1), Florida Statutes;

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that considers all modes of transportation based on the complexity of the transportation problems to be addresses and results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To ensure that the process is integrated with the statewide planning process, the MPO shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state and regional transportation functions;

(e) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. and 49 U.S.C.; and

(f) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. and 49 U.S.C.; 23 CFR 420 and 450, and 49 CFR Part 613; and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long-range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Execute all agreements or certifications necessary to comply with applicable state or federal law;
- (h) Represent all the jurisdictional areas within the metropolitan area in the formulation of transportation plans and programs required by this section; and
- (i) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with the DEPARTMENT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State and to assure the compatibility of all components, including multimodal facilities. Section 339.155, Florida Statutes, requires the Department to develop and update at least once every 5 years, or more often as necessary, to reflect substantive changes to federal or state law, a statewide transportation plan, which established and defines the state's long-range transportation goals and objectives to be accomplished over a period of at least 20 years within the context of the State Comprehensive Plan, and considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the parties to this Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. The parties to this Agreement acknowledge that actions taken pursuant to this Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Capital Region Transportation Planning Agency (CRTPA).

Section 3.02. Effect on Prior Interlocal Agreement. This Agreement supercedes and replaces the November 15, 2004, Interlocal Agreement between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTIES OF GADSDEN, LEON AND WAKULLA; the CITIES OF QUINCY, MIDWAY and TALLAHASSEE; the TOWN OF HAVANA; and the LEON COUNTY SCHOOL BOARD, upon the effective date of this Agreement. The November 15, 2004 Interlocal Agreement superceded and replaced the October 16, 2000, Interlocal Agreement between THE DEPARTMENT OF TRANSPORTATION, LEON COUNTY, THE CITY OF TALLAHASSEE and THE LEON COUNTY SCHOOL BOARD. Notwithstanding the foregoing, the legal existence of the MPO shall be continuous and all lawful and valid acts of the MPO and its Board and officials prior to the date of this Agreement are hereby ratified and acknowledged as valid and binding acts of the CRTPA.

Section 3.03. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.04. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body of the MPO responsible for cooperative decision-making of actions taken by the MPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.05. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents in its possession relating to the metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

Section 3.06. Rights of review. All parties to this Agreement, and the affected federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of MPO projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The voting membership of the MPO shall consist of representatives from the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; the Towns of Greensboro and Havana; the Leon County School Board. .

(1) The apportionment of the membership of the MPO is based on population distribution among the above members, using weighted voting as specifically outlined in the CRTPA bylaws. For Leon County and the City of Tallahassee, the number of voting points is determined by the number of voting members as agreed upon by the Leon County Board of County Commissioners and the City of Tallahassee respectively.

(2) Representatives of the Department shall serve as nonvoting advisers to the MPO. The MPO may also provide for other non-voting advisors as outlined in the MPO bylaws.

(3) The Board shall have the authority to adopt bylaws concerning the governance and management of the CRTPA, including provisions governing Board meetings and votes, the authority of Board officers and the authority of CRTPA officials. The bylaws shall address:

(A) The weighted votes assigned to each member from the County Commission designated by Leon County and each member from City Commission to be designated by the City of Tallahassee.

(B) The weighted votes assigned to each representative of any consolidated membership of the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; and the Towns of Greensboro and Havana.

(C) Substitution and replacement of Board members.

(D) Such other matters as are necessary or convenient for the administration of the MPO.

(b) The voting membership of an MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the effected units of general-purpose local government as required by federal rules and regulations. The Governor, in accordance with 23 USC 134, may also provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO.

(c) All voting representatives shall be elected officials of general purpose local governments,

except that an MPO may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term “elected officials of a general-purpose local government” shall exclude constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. Where all members of a governing board of the county, the city, or authority are to be voting representatives on the MPO, each member shall become a representative on the MPO upon entering office. Otherwise, individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(d) In no event shall the county commission representatives constitute less than one-third of the weighted vote of the MPO, except for an MPO with more than 15 members located in a county with a 5-member county commission or an MPO with 19 members located in a county with no more than 6 county commissioners, in which case county commission members may compose less than one-third percent of the MPO membership, but all county commissioners must be members.

(e) County commissioners shall compose not less than 20 percent of the MPO membership if an official of the agency that operates or administers a major mode of transportation has been appointed to an MPO.

(f) In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the MPO, they shall be provided voting membership on the MPO. Consortiums of municipalities may organize to appoint voting members who alternate each year.

(g) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within 60 days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms. Where Counties and Cities have elected to consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member or as outlined in the CRTPA bylaws.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175 (5) and (6), Florida Statutes.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

(a) As provided in Section 339.175(6)(g), Florida Statutes, the MPO shall have an executive or staff director who reports directly to the MPO governing board for all matters regarding the administration and operation of the MPO and any additional personnel as deemed necessary. The executive director and any additional personnel may be employed either by the MPO or by another governmental entity, such as a county, city, or regional planning council, that has a staff services agreement signed and in effect with the MPO. Each MPO may enter into contracts with local or state agencies, private planning or private engineering firms, or other public or private entities to accomplish its transportation planning and programming and administrative functions;

(b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept gifts, grants, assistance funds, or bequests;

(e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable state laws, rules and regulations; and

(f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(6)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(9), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, and consistent with Chapter 339.175, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(10)(a), Florida Statutes, the MPO shall enter into written agreements, which shall be reviewed, and updated as necessary, every 5 years with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the

transportation planning process will be coordinated and included in the comprehensively planned development of the area;

- (g) Prepare the Long-Range Transportation Plan;
- (h) In cooperation with the Department, prepare the Transportation Improvement Program;
- (i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;
- (j) Prepare a congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems required by state or federal law;
- (k) Assist the Department in mapping transportation planning boundaries required by state or federal law;
- (l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (m) Execute all certifications and agreements necessary to comply with state or federal law;
- (n) Represent all the jurisdictional areas within the metropolitan area in the formulation of transportation plans and programs;
- (o) Perform such other tasks presently or hereafter required by state or federal law; and
- (p) Adopt operating rules and procedures.

ARTICLE 6 ADMINISTRATION

Section 6.01. Generally. In addition to its function as the policy-making body of MPO, the Board shall have responsibility to approve the official MPO reports and take the official MPO actions required by Section 339.175, Florida Statutes. The Board Chairman shall serve as the principle administrative officer of the Board and shall have such additional duties and authority as described in the MPO bylaws. An Executive Director shall serve as the principal administration of MPO operations and staff, shall have responsibility for advising the Board regarding official MPO business and administration. The Executive Director shall have responsibility for the day-to-day administration of MPO operations, supervision of MPO staff, consultants and contractors, establishment of procedures and operational policies governing MPO administration and staff, and such other responsibilities as are set forth in the MPO bylaws.

Section 6.02. Administrative Support. The MPO shall operate as an independent legal entity, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration. The MPO may contract for office space and administrative support and, alternatively or additionally, enter into arrangements with one or more of the member cities or counties for such purposes, setting forth the nature, scope and terms of service and method of compensation therefore. Such compensation may be by direct payment, by credit against monies due under Section 7.01, or a combination thereof.

Section 6.03. Recommendations and Reports. The Executive Director shall have responsibility to

ensure that the Board timely receives all necessary and appropriate recommendations and reports for the efficient performance of the MPO's obligations. Unless otherwise provided by law or MPO bylaws, all recommendations and reports by MPO staff, consultants, contractors, committees and advisory bodies shall be directed to the Executive Director, who will thereafter formulate a recommendation(s) or report to the Board for consideration and coordinate such staff and other presentations to the Board as appropriate.

Section 6.04 Delegation. The Board may, in accordance with MPO bylaws, delegate authority to one or more of its members to act on behalf of the Board as necessary for the efficient and effective performance of MPO obligations. The MPO bylaws shall provide procedures and criteria for such delegation, which shall ensure that such delegation is limited in scope and time appropriate for the intended purpose and as necessary to comply with law, and is subject to Board ratification or approval whenever practicable. Any such delegation shall be subject to the requirements of the Sunshine Law, when applicable. Additionally, the Board may, in accordance with MPO bylaws, delegate certain duties to the Executive Director, subject to such limitations in scope, direction and supervision by the Board as appropriate for the intended purpose and as necessary to comply with law.

Section 6.05 General Counsel. The MPO may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the MPO and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.

ARTICLE 7 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 7.01. Funding. Pursuant to Section 339.175(6)(f), Florida Statutes, the Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds. The MPO will be responsible for the establishment of procedures and operational policies governing all other MPO funding allocations and responsibilities as set forth in the MPO bylaws.

Section 7.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, 49 CFR Part 18, and all other applicable federal regulations.

Section 7.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18and Chapter 119, Florida Statutes. The Executive Director or his designee shall be the custodian of official MPO records.

ARTICLE 8 MISCELLANEOUS PROVISIONS

Section 8.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 8.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 8.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by mutual agreement of all parties to this Agreement. The Governor shall review the composition of the MPO membership in conjunction with the decennial census as prepared by the United States Department of Commerce, Bureau of Census, and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment by the Governor, this Agreement shall also be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) Withdrawal procedure. Any party, except Leon County and the City of Tallahassee and the United States Bureau of the Census designated center city(ies), may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Withdrawal of one or more members of this MPO shall not result in termination of this Agreement or the MPO. Unless agreed in writing by the remaining members of the MPO, withdrawal by a member shall be effective at the end of the MPO's fiscal year during which the memorandum of withdrawal was received, and any financial or other obligation of the withdrawing member shall remain in effect for the remainder of said fiscal year. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 8.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be as provided in the MPO bylaws All notices to the Department shall be addressed to the District Three Secretary, Florida Department of Transportation, Post Office Box 607, Chipley, Florida 32428.

Section 8.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Renumbering or Revisions to Statutory Provisions. To the extent that any statutory revisions occur between the date of this Interlocal Agreement and its five year review, it is the intent of the CRTPA to incorporate the changes or renumbering of the statutory provisions into this Interlocal Agreement.

(d) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

Section 8.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney’s fees in connection with such proceeding.

Section 8.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 8.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The Counties of GADSDEN, JEFFERSON, LEON and WAKULLA hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

Passed and adopted by the Board of County Commissioners of Gadsden County, this ____ day of _____, 2013.

Douglas M. Croley, Chairperson
Board of County Commissioners

ATTEST:
NICHOLAS THOMAS, CLERK OF THE COURT
GADSDEN COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
GADSDEN COUNTY ATTORNEY

BY: _____
Deborah Minnis, Esq.

(Signature Pages Continue)

Passed and adopted by the Board of County Commissioners of Jefferson County, this ____ day of _____, 2013.

John Nelson, Chair
Board of County Commissioners

ATTEST:
KIRK REAMS, CLERK OF THE COURT
JEFFERSON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
JEFFERSON COUNTY ATTORNEY

BY: _____
T. Buckingham Bird, Esq.

(Signature Pages Continue)

Passed and adopted by the Board of County Commissioners of Leon County, this ____ day of _____, 2013.

Nicholas Maddox, Chair
Board of County Commissioners

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

(Signature Pages Continue)

Passed and adopted by the Board of County Commissioners of Wakulla County, this ____ day of _____, 2013.

Randy Merritt, Chair
Board of County Commissioners

ATTEST:
BRENT X. THURMOND, CLERK OF THE COURT
WAKULLA COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
WAKULLA COUNTY ATTORNEY

BY: _____
Heather Encinosa, Esq.

(Signature Pages Continue)

Passed and adopted by the Chattahoochee City Commission, this ____ day of _____, 2013.

ANNETTE H. BATES
Mayor, City of Chattahoochee

ATTEST:
MARINDA WILSON, TREASURER, CLERK
CITY OF CHATTAHOOCHEE, FLORIDA

BY: _____

APPROVED AS TO FORM:
CITY OF CHATTAHOOCHEE

BY: _____
J.D. HOUSE, CITY ATTORNEY

(Signature Pages Continue)

Passed and adopted by the Gretna City Commission, this ____ day of _____, 2013.

Clarence M. Jackson II
Mayor, City of Gretna

ATTEST:
NICHOLAS THOMAS, TREASURER, CLERK
CITY OF GRETNA, FLORIDA

BY: _____

APPROVED AS TO FORM:
CITY OF GRETNA

BY: _____
Harold Knowles, Esq.

(Signature Pages Continue)

Passed and adopted by the Midway City Commission, this ____ day of _____, 2013.

Ella Barber
Mayor, City of Midway

ATTEST:
FRANCES HARRELL, CLERK
CITY OF MIDWAY, FLORIDA

BY: _____

APPROVED AS TO FORM:
CITY OF MIDWAY ATTORNEY

BY: _____
Henry Hunter, Esq.

(Signature Pages Continue)

Passed and adopted by the Quincy City Commission, this ____ day of _____, 2013.

Keith A. Dowdell
Mayor, City of Quincy

ATTEST:
SYLVIA HICKS, TREASURER, CLERK
CITY OF QUINCY, FLORIDA

BY: _____

(Signature Pages Continue)

Passed and adopted by the Tallahassee City Commission, this ____ day of _____, 2013.

John Marks, Mayor
City of Tallahassee

ATTEST:
JAMES O. COOK, IV, TREASURER, CLERK
CITY OF TALLAHASSEE, FLORIDA

BY: _____

APPROVED AS TO FORM:
CITY OF TALLAHASSEE ATTORNEY'S OFFICE

BY: _____
Lewis E. Shelley, Esq.

(Signature Pages Continue)

Passed and adopted by the Greensboro Town Council, this ____ day of _____, 2013.

William K. Pitts Jr.
Mayor, Town of Greensboro

ATTEST:
H. MAXWELL FLETCHER, TREASURER, CLERK
TOWN OF GREENSBORO, FLORIDA

BY: _____

APPROVED AS TO FORM:
TOWN OF GREENSBORO

BY: _____
Alan Jackson, Esq.

(Signature Pages Continue)

Passed and adopted by the Havana Town Council, this ____ day of _____, 2013.

T. J. Davis
Mayor, Town of Havana

ATTEST:
SHEILA EVANS, CLERK
TOWN OF HAVANA, FLORIDA

BY: _____

APPROVED AS TO FORM:
TOWN OF HAVANA

BY: _____
Alex Hinson, Esq.

(Signature Pages Continue)

Passed and adopted by the School Board of Leon County, this ____ day of _____, 2013.

Georgia Bowen, Chair
School Board of Leon County

ATTEST:

BY: _____

APPROVED AS TO FORM:
SCHOOL BOARD OF LEON COUNTY

BY: _____
Jeff Wahlen, Esq.

(Signature Pages Continue)

Agreed to by the State of Florida Department of Transportation, this _____ day of _____, 2013.

James T. Barfield, P.E.
FDOT District III Secretary

ATTEST:

BY: _____
Executive Secretary

Legal Review:
OFFICE OF THE GENERAL COUNSEL

BY: _____
Samuel Henderson, Esq.

(Signature Pages Continue)

APPROVED AS TO FORM AND LEGALITY:
CRTPA GENERAL COUNSEL

BY: _____
Thornton Williams, Esq.

*QFD Monthly Activity Report
August 2013*

	2013	2012
Responses Out of District	0	1
Mutual Aid Responses *	1	1
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	0	4
Fire Safety Inspection	20	26
Fire Investigation	0	0
Plans Review	2	1
Training Man Hours	222 hrs	325 hrs0
Hydrants Serviced/Painted	0	87
Utility Turn Ons	56	0
Smoke Detector Installs	0	
* Steam for smoke 8/19 I-10 off ramp Midway VFD		

**QFD Monthly District Fire Calls
August 2013**

District	<u>District</u>	<u>Location</u>	<u>Type of Incident</u>
District 1	8/8/2013	1309 Elm St	Assist police
	8/19/2013	1814 Elm St	Canceled en route
	8/31/2013	1222 Live Oak St	Canceled en route
District 2	8/14/2013	1105 W Jefferson St	Smoke scare
	8/20/2013	1300 Gadsden St	Alarm malfunction
District 3	8/12/2013	100 S. Madison St	False alarm
	8/16/2013	343 E Circle Dr	Structure fire
	8/24/2013	1017 Strong Rd	False alarm
District 4	8/16/2013	300 Block N Madison	Vehicle accident
District 5			

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: September 24, 2013

Date Submitted: September 20, 2013

To: Honorable Mayor and Commissioners

From: Jack L. McLean Jr., City Manager
Theresa Moore, Finance Director

Subject: Financial Report as of **August 31, 2013 (FY2013)**

Attached you will find preliminary financial data for August 31, 2013 relating to the City of Quincy. As we progress through this fiscal year, Finance will provide monthly reports to keep the Mayor and the Commission abreast of the financial activity of the City. We have completed eleven months (91.7%) of financial activity for the current fiscal year. Below are some highlights for the fiscal year (FY2013).

Revenue:

- Overall, General Fund revenues reflect that we have received 89.5% of budgeted revenues. Ad valorem tax revenue received to date total \$947,399 which represents 95.9% of its budget. Tax payments are due to the tax collector's office beginning in November and continue throughout the year. Once payment is received by the tax collector, it is subsequently submitted to the City.
- Revenues pertaining to the transfer of profit from the Enterprise Fund to the General Fund amount to \$4.189 million or 58% of the revenues received to date for the General Fund. As deemed necessary, the monthly transfers will be adjusted to only transfer to the general fund the amount actually required to meet the expenses through the current period.
- The overall Enterprise Fund revenues reflect that we have received \$19.106 million or 82.3% of the budgeted revenues.

Expenses:

- The General Fund expended 89.5% of its budgeted expenses. There were no unusual expenses included in this total.
- The Enterprise Fund expended 82.5% of its budgeted expenses. There are no unusual expenses included in these expenses.

The additional financial data is presented below for your review.

Current Cash Balances:

	<u>Aug 31, 2013</u>	<u>Jul 31, 2013</u>
Cash Balance Operating - (Capital City)	\$ 82,842	\$ 137,765
Operating - (Premier)	\$ 76,188	\$ 76,160
Total	\$ 159,030	\$ 213,925

Line of Credit (Capital City Bank)

Beginning Balance	\$ 747,570	\$ 747,570
Draws	\$ 0	\$ 0
Repayment	\$ 0	\$ 0
Ending Balance	\$ 747,570	\$ 747,570

Reserves:

Investments Unrestricted	\$1,977,952	\$1,977,952
*Investments Restricted	\$3,044,406	\$3,168,215

(*Includes funds placed in escrow to cover debt service.)

Accounts Payable

Current (0 -30 days)	\$1,099,426
31 – 60 days	475,346
61 – 90 days	276,150
Total	\$1,850,922

Note:

The amount of accounts payable greater than 60 days is \$276,150 or 15% of total outstanding accounts payable. Included are the following:

- 31 – 60 days – includes invoices from SEPA, OMI and Waste Pro. The SEPA invoice is being paid consistent with the payment plan previously provided.
- 61 – 90 days – majority of amount includes 2 invoices for OMI and 1 for Waste Pro.

ATTACHMENTS

Budget to Actual Revenue – August 31, 2013
 Budget to Actual Expenses – August 31, 2013

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL REVENUE
AS OF AUGUST 31, 2013 (FY2013)**

G/L ACCT #	ACCOUNT DESCRIPTION	ANNUAL BUDGET	ACTUAL YTD	(OVER) UNDER BUDGET	PERCENT
GEN FUND REV					
001-311-10000	CURRENT AD VALOREM TAX	987,997	947,398.80	40,598.20	95.89%
001-312-41000	SALES-LOCAL OPTION GAS TAX	274,544	248,640.58	25,903.42	90.56%
001-312-60000	LOCAL GOV INFRASTRUCTURE SURTA	325,000	323,239.93	1,760.07	99.46%
001-314-80000	UTILITY SERVICE TAX - PROPANE	7,699	7,213.97	485.03	93.70%
001-315-00000	COMMUNICATION SERVICES TAX	205,000	231,578.66	(26,578.66)	112.97%
001-321-10000	PROFESSIONAL & OCCUPATION LICE	46,800	42,760.52	4,039.48	91.37%
001-321-11000	COMPETENCY LICENSE	228	1,805.00	(1,577.00)	791.67%
001-322-10000	PERMITS	63,997	53,359.18	10,637.82	83.38%
001-329-10000	OTHER LICENSES, FEES & PERMITS	2,075	1,750.00	325.00	84.34%
001-335-12000	STATE REVENUE SHARING PROCEEDS	222,764	217,536.22	5,227.78	97.65%
001-335-14000	STATE - MOBILE HOME LICENSE	2,704	1,725.00	979.00	63.79%
001-335-15000	STATE - ALCOHOLIC BEVERAGE LIC	4,995	3,958.17	1,036.83	79.24%
001-335-17000	STATE - D O T REIMBURSEMENT	63,104	63,104.20	(0.20)	100.00%
001-335-18000	STATE - HALF CENT SALES TAX	185,000	195,313.09	(10,313.09)	105.57%
001-335-41000	STATE - REBATE ON MUN VEH FUEL	6,625	3,566.38	3,058.62	53.83%
001-335-42000	STATE - UNCLAIMED PROPERTY	418	910.38	(492.38)	217.79%
001-340-21000	SERVICES - COUNTY FIRE PROTECT	405,000	405,000.00	-	100.00%
001-340-21500	SERVICES-FIRE INSPECTIONS	2,475	1,572.50	902.50	63.54%
001-347-21000	REVENUE - BASEBALL	-	125.00	(125.00)	0.00%
001-347-22000	REVENUE - FOOTBALL	6,207	6,436.75	(229.75)	103.70%
001-347-23000	REVENUE - BASKETBALL	6,546	4,065.00	2,481.00	62.10%
001-347-26000	REVENUE - SOFTBALL	-	1,920.00	(1,920.00)	0.00%
001-347-27000	REVENUE - OTHER ACTIVITY FEES	5,813	470.00	5,343.00	8.09%
001-347-30000	RENT ON FACILITIES	4,273	7,019.08	(2,746.08)	164.27%
001-347-41000	REVENUE - POOL ADMISSION FEES	5,118	5,420.26	(302.26)	105.91%
001-347-50000	COKE FUND REVENUE	108	72.82	35.18	67.43%
001-359-10000	OTH FINES & FORFEITS	16,528	22,223.03	(5,695.03)	134.46%
001-361-10000	INTEREST INC ON INVESTMENTS	500	-	500.00	0.00%
001-361-13000	UNREALIZED GAIN	500	-	500.00	0.00%
001-361-15000	INTEREST INC ON BANK ACCT	355	158.12	196.88	44.54%
001-364-11000	SALE OF LAND - HILLCREST CEMET	6,000	4,415.00	1,585.00	73.58%
001-364-12000	SALE OF LAND - SUNNYVALE CEMET	18,000	20,725.00	(2,725.00)	115.14%
001-369-90000	OTHER MISCELLANEOUS REVENUES	228,768	149,863.89	78,904.11	65.51%
001-382-10000	CONTRIBUTION FR INTER OPER-ELE	3,845,121	3,291,423.58	553,697.42	85.60%
001-382-20000	CONTRIBUTION FR INTER OPER-GAS	577,537	494,371.67	83,165.33	85.60%
001-382-30000	CONTRIBUTION FR INTER OPER-WAT	167,000	142,952.00	24,048.00	85.60%
001-382-40000	CONTRIBUTION FR INTER OPER-REFUSI	125,950	107,813.20	18,136.80	85.60%
001-382-50000	CONTRIBUTION FR INTER OPER-SEW	135,271	115,791.98	19,479.02	85.60%
001-382-60000	CONTRIBUTION FR INTER OPER LAN	43,515	37,248.84	6,266.16	85.60%
	TOTAL GENERAL FUND REVS	\$ 7,999,535	7,162,947.79	836,587.21	89.54%

ENTERPRISE FUND REVENUES

BUSINESS ACTIVITY

400-381-10000	INTERFUND TRANSFER	653,139	598,710.75	54,428.25	91.67%
	TOTAL BUSINESS ACTIVITY	\$ 653,139	\$ 598,710.75	\$ 54,428.25	91.67%

SEWER

402-343-10000	SALES	1,836,242	1,361,596.96	474,645.04	74.15%
402-343-16000	CONNECTIONS	2,507	2,940.00	(433.00)	117.27%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL REVENUE
AS OF AUGUST 31, 2013 (FY2013)**

G/L ACCT #	ACCOUNT DESCRIPTION	ANNUAL BUDGET	ACTUAL YTD	(OVER) UNDER BUDGET	PERCENT
402-343-17000	FORFEITED DISCOUNTS - PENALTIE	24,665	25,771.45	(1,106.45)	104.49%
402-343-50000	SEWER SURCHARGE O/S	34,203	32,606.02	1,596.98	95.33%
402-361-10000	INTEREST REVENUE	41	38.59	2.41	94.12%
402-381-10000	INTERFUND TRANSFER	128,681	-	128,681.00	0.00%
	TOTAL SEWER REV	\$ 2,026,339	\$ 1,422,953.02	\$ 603,385.98	70.22%
	ELECTRIC				
403-343-11000	RESIDENTIAL SALES	5,855,463	4,758,717.25	1,096,745.75	81.27%
403-343-12000	COMMERCIAL SALES	6,685,382	5,383,828.34	1,301,553.66	80.53%
403-343-13000	INDUSTRIAL SALES	1,774,379	1,382,998.19	391,380.81	77.94%
403-343-14000	STREET LIGHTING SALES	241,167	183,752.31	57,414.69	76.19%
403-343-15000	INTERDEPARTMENTAL SALES	430,759	744,358.88	(313,599.88)	172.80%
403-343-16000	CONNECTIONS	1,452	6,549.00	(5,097.00)	451.03%
403-343-17000	FORFEITED DISCOUNTS - PENALTIE	115,741	164,780.23	(49,039.23)	142.37%
403-343-18500	SPECIAL PROJECT - MATERIAL SAL	511	50.40	460.60	9.86%
403-343-19000	CUT ON/OFF FEES	27,199	29,175.03	(1,976.03)	107.27%
403-343-24000	TRANSFORMER RENT	8,627	8,146.67	480.33	94.43%
403-343-27000	MISCELLANEOUS CHARGES	2,112	36,189.52	(34,077.52)	1713.52%
403-343-90000	MISCELLANEOUS REVENUES	11,546	204.20	11,341.80	1.77%
403-361-10000	INTEREST REVENUE	2,712	-	2,712.00	0.00%
403-361-13000	UNREALIZED GAIN-PRUDENTIAL BAC	14,395	-	14,395.00	0.00%
403-369-90000	MISCELLANEOUS REVENUES	1,410	10,806.66	(9,396.66)	766.43%
	TOTAL ELECTRIC REV	\$ 15,172,855	\$ 12,709,556.68	\$ 2,463,298.32	83.77%
	WATER				
404-343-10000	SALES	1,333,091	1,111,926.54	221,164.46	83.41%
404-343-15000	INTERDEPARTMENTAL SALES	59,512	91,114.51	(31,602.51)	153.10%
404-343-16000	CONNECTIONS	10,835	3,126.00	7,709.00	28.85%
404-343-17000	FORFEITED DISCOUNTS-PENALTIES	26,215	25,886.02	328.98	98.75%
404-343-19000	CUT ON/OFF FEES	125	969.60	(844.60)	775.68%
404-343-27000	MISCELLANEOUS CHARGES	-	(25,949.57)	25,949.57	0.00%
404-343-30000	WATER SURCHARGE O/S	57,715	51,515.42	6,199.58	89.26%
404-361-10000	INTEREST REVENUE	10,507	74.21	10,432.79	0.71%
404-361-13000	UNREALIZED GAIN	500	-	500.00	0.00%
404-381-10000	INTERFUND TRANSFER	96,033	-	96,033.00	0.00%
	TOTAL WATER REV	\$ 1,594,533	\$ 1,258,662.73	\$ 335,870.27	78.94%
	GAS				
405-343-10000	GAS SALES	1,814,205	1,545,189.41	269,015.59	85.17%
405-343-15000	GAS INTERDEPARTMENTAL SALES	9,854	9,439.10	414.90	95.79%
405-343-16000	GAS CONNECTIONS	419	1,107.60	(688.60)	264.34%
405-343-17000	GAS FORFEITED DISCS-PENALTIES	18,609	22,236.33	(3,627.33)	119.49%
405-343-19000	GAS CUT ON/OFF FEES	132	22.40	109.60	16.97%
405-343-27000	GAS OTHER CHARGES	-	(1,297.96)	1,297.96	0.00%
405-381-10000	INTERFUND TRANSFER	183,120	-	183,120.00	0.00%
	TOTAL GAS REV	\$ 2,026,339	\$ 1,576,696.88	\$ 449,642.12	77.81%
	REFUSE				
406-343-11000	RESIDENTIAL SALES	646,369	580,011.97	66,357.03	89.73%
406-343-12000	COMMERCIAL SALES	483,618	438,303.30	45,314.70	90.63%
406-343-15000	YARD TRASH COLLECTION	132,726	120,934.68	11,791.32	91.12%
406-343-17000	FORFEITED DISCOUNTS-PENALTIES	18,716	20,346.20	(1,630.20)	108.71%
	TOTAL REFUSE REV	\$ 1,281,429	\$ 1,159,596.15	\$ 121,832.85	90.49%

CITY OF QUINCY, FLORIDA
 BUDGET TO ACTUAL REVENUE
 AS OF AUGUST 31, 2013 (FY2013)

<u>G/L ACCT #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL YTD</u>	<u>(OVER) UNDER BUDGET</u>	<u>PERCENT</u>
LANDFILL					
407-343-44000	GARBAGE TIPPING FEES	252,445	167,560.00	84,885.00	66.37%
407-361-10000	INTEREST INCOME	60	52.43	7.57	87.38%
	TOTAL LANDFILL REV	\$ 252,505	167,612.43	84,892.57	66.38%
TELECOMMUNICATION					
408-340-00000	INTERNET PROVIDER FEES	456	428.35	27.65	93.94%
408-340-10000	COMPUTER SALES PROGRAM	-	958.80	(958.80)	0.00%
408-340-20000	BROADBAND SALES	50,247	71,416.04	(21,169.04)	142.13%
408-340-30000	ARBOR CREST CABLE SALES	-	1,800.00	(1,800.00)	0.00%
408-340-40000	BROADBAND - BUSINESS	10,265	10,721.99	(456.99)	104.45%
408-340-50000	BROADBAND - GOVERNMENT	6,159	6,075.85	83.15	98.65%
408-345-10000	QFONE-RESIDENTIAL SALES	8,359	-	8,359.00	0.00%
408-345-20000	QFONE RESIDENTIAL INSTALLATION	54	-	54.00	0.00%
408-349-00000	OTHER CHARGES FOR SERVICES	25	-	25.00	0.00%
408-355-10000	QFONE BUSINESS SALES	5,876	-	5,876.00	0.00%
408-382-10000	INTERFUND TRANSFER	131,839	120,852.42	10,986.58	91.67%
	TOTAL TELECOMMUNICATIONS REV	\$ 213,280	\$ 212,253.45	\$ 1,026.55	99.52%
	TOTAL ENTERPRISE FND REVS	\$ 23,220,419	\$ 19,106,042.09	\$ 4,114,376.91	82.28%
	TOTAL REVENUES	\$ 31,219,954	\$ 26,268,989.88	\$ 4,950,964.12	84.14%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

G/L ACCT #	ACCOUNT DESCRIPTION	ANNUAL BUDGET	ACTUAL YTD	(OVER) UNDER BUDGET	PERCENT
GEN FUND EXP					
CITY COMMISSION					
001-110-511-10110	SALARIES & WAGES	\$ 77,135	\$ 71,284.14	\$ 5,850.86	92.41%
001-110-511-10210	FICA TAXES	5,901	5,453.22	447.78	92.41%
001-110-511-30402	TRAVEL	4,000	845.50	3,154.50	21.14%
001-110-511-30491	OTHER EXPENSES	8,000	9,169.44	(1,169.44)	114.62%
001-110-511-31000	OTHER OPERATING IT SUPPORT	4,000	3,666.67	333.33	91.67%
001-110-511-80810	AID TO GOVERNMENT AGENCIES	5,300	1,500.00	3,800.00	28.30%
001-110-511-80820	AID TO PRIVATE ORGANIZATIONS	19,000	11,800.00	7,200.00	62.11%
	TOTAL CITY COMMISSION	\$ 123,336	\$ 103,718.97	\$ 19,617.03	84.09%
CITY MANAGER					
001-160-512-10110	SALARIES & WAGES	140,111	129,434.36	10,676.64	92.38%
001-160-512-10120	REGULARY SALARIES & WAGES	30,069	27,861.98	2,207.02	92.66%
001-160-512-10210	FICA TAXES	13,019	10,084.94	2,934.06	77.46%
001-160-512-10220	RETIREMENT CONTRIBUTIONS	30,470	29,269.37	1,200.63	96.06%
001-160-512-10230	LIFE & HEALTH INSURANCE	20,769	23,661.46	(2,892.46)	113.93%
001-160-512-30341	CONTRACTUAL SERVICES	8,800	8,684.00	116.00	98.68%
001-160-512-30343	PROFESSIONAL SERVICES	3,600	4,525.00	(925.00)	125.69%
001-160-512-30402	TRAVEL EXPENSE	1,500	-	1,500.00	0.00%
001-160-512-30403	GAS	4,000	3,192.37	807.63	79.81%
001-160-512-30410	TELEPHONE	4,140	3,367.31	772.69	81.34%
001-160-512-30461	REPAIR & MAINTENANCE OFFICE EQ	500	1,033.33	(533.33)	206.67%
001-160-512-30491	OTHER OPERATING EXPENSE	2,800	3,839.88	(1,039.88)	137.14%
001-160-512-30511	OFFICE SUPPLIES GENERAL	1,300	1,090.54	209.46	83.89%
001-160-512-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
	TOTAL CITY MANAGER	\$ 269,078	\$ 253,377.87	\$ 15,700.13	94.17%
CITY ATTORNEY					
001-120-514-30341	CONTRACTUAL SERVICES	115,000	112,941.25	2,058.75	98.21%
001-120-514-30343	PROFESSIONAL SERVICES	900	28,512.95	(27,612.95)	3168.11%
001-120-514-30402	TRAVEL	500	-	500.00	0.00%
001-120-514-30491	OTHER OPERATING EXPENSE	1,500	1,066.29	433.71	71.09%
001-120-514-30500	LEGAL & RECORDING FEES	3,500	900.00	2,600.00	25.71%
001-120-514-30501	ONLINE LIBRARY SERVICES	5,000	4,360.00	640.00	87.20%
001-120-514-30540	PUBLICATIONS,SUBSCRIP,& MEMBER	1,000	-	1,000.00	0.00%
001-120-514-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
	TOTAL CITY ATTORNEY	\$ 135,400	\$ 155,113.82	\$ (19,713.82)	114.56%
CITY CLERK					
001-130-519-10110	SALARIES & WAGES	57,754	53,467.62	\$ 4,286.38	92.58%
001-130-519-10210	FICA TAXES	4,418	3,781.17	636.83	85.59%
001-130-519-10220	RETIREMENT CONTRIBUTIONS	6,930	6,397.44	532.56	92.32%
001-130-519-10230	LIFE & HEALTH INSURANCE	5,591	5,395.08	195.92	96.50%
001-130-519-30343	PROFESSIONAL SERVICES	4,600	1,155.00	3,445.00	25.11%
001-130-519-30410	TELEPHONE	2,300	1,121.87	1,178.13	48.78%
001-130-519-30461	REPAIR & MAINT - OFFICE EQUIPM	500	19.90	480.10	3.98%
001-130-519-30491	OTHER OPERATING EXPENSE	200	780.50	(580.50)	390.25%
001-130-519-30493	TRAINING	255	133.00	122.00	52.16%
001-130-519-30500	LEGAL ADS AND RECORDING FEES	2,525	946.57	1,578.43	37.49%
001-130-519-30511	OFFICE SUPPLIES-GENERAL	750	718.75	31.25	95.83%
001-130-519-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
	TOTAL CITY CLERK	\$ 93,823	\$ 81,250.23	\$ 12,572.77	86.60%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

G/L ACCT #	ACCOUNT DESCRIPTION	ANNUAL BUDGET	ACTUAL YTD	(OVER) UNDER BUDGET	PERCENT
NON-DEPARTMENTAL					
001-001-519-30320	ACCOUNTING & AUDITING SERVICES	113,500	108,793.75	4,706.25	95.85%
001-001-519-30342	RECORDING OF THE COMMISSION MT	36,000	33,000.00	3,000.00	91.67%
001-001-519-30343	PROFESSIONAL SERVICES	10,000	1,637.20	8,362.80	16.37%
001-001-519-30390	CONTINGENCIES	100,000	54,688.97	45,311.03	54.69%
001-001-519-30410	TELEPHONE	1,000	9.65	990.35	0.97%
001-001-519-30430	SALES & USE TAXES (DOR AUDIT)	150,000	128,500.00	21,500.00	85.67%
001-001-519-30440	SUMMER YOUTH WORK PROGRAM	29,000	43,899.70	(14,899.70)	151.38%
001-001-519-30451	INSURANCE	505,000	427,095.84	77,904.16	84.57%
001-001-519-30465	COPIER PAYMENT	7,500	6,025.26	1,474.74	80.34%
001-001-519-30491	OTHER OPERATING EXPENSE	66,645	109,610.08	(42,965.08)	164.47%
001-001-519-30500	LEGAL ADS & RECORDINGS	500	-	500.00	0.00%
001-001-519-30512	POSTAGE	10,000	11,379.12	(1,379.12)	113.79%
001-001-519-31000	OTHER OPERATING EXP - IT SUPPO	117,730	107,919.17	9,810.83	91.67%
001-001-519-70730	TRANSFER DEBT SVC CAP IMP BOND	460,981	384,150.83	76,830.17	83.33%
	TOTAL NON-DEPARTMENTAL	\$ 1,607,856	\$ 1,347,184.17	\$ 260,671.83	83.79%
PERSONNEL					
001-260-513-10110	EXE SALARIES & WAGES	62,520	25,725.28	36,794.72	41.15%
001-260-513-10120	REGULAR SALARIES & WAGES	37,644	37,185.90	458.10	98.78%
001-260-513-10210	FICA TAXES	7,663	4,617.75	3,045.25	60.26%
001-260-513-10220	RETIREMENT CONTRIBUTIONS	12,020	7,056.79	4,963.21	58.71%
001-260-513-10230	LIFE & HEALTH INSURANCE	16,170	8,177.07	7,992.93	50.57%
001-260-513-30314	PSYCHIATRIC EVALUATIONS	875	700.00	175.00	80.00%
001-260-513-30315	EMPLOYEE QUALITY OF LIFE	2,000	524.99	1,475.01	26.25%
001-260-513-30341	CONTRACTUAL SERVICES	3,000	16,247.38	(13,247.38)	541.58%
001-260-513-30343	PROFESSIONAL SERVICES	4,930	7,120.38	(2,190.38)	144.43%
001-260-513-30345	VOLUNTEER SERVICES PROGRAM EXP	-	695.04	(695.04)	0.00%
001-260-513-30402	TRAVEL EXPENSE	1,000	432.75	567.25	43.28%
001-260-513-30410	TELEPHONE	2,280	2,181.10	98.90	95.66%
001-260-513-30461	REPAIR AND MAINTENANCE OFFICE	250	495.00	(245.00)	198.00%
001-260-513-30491	OTHER OPERATING EXPENSE	800	485.77	314.23	60.72%
001-260-513-30493	TRAINING	3,300	475.00	2,825.00	14.39%
001-260-513-30511	OFFICE SUPPLIES GENERAL	2,740	816.17	1,923.83	29.79%
001-260-513-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
001-260-513-60641	OFFICE FURNITURE & EQUIPMENT	500	-	500.00	0.00%
	TOTAL PERSONNEL	\$ 165,692	\$ 120,269.70	\$ 45,422.30	72.59%
FINANCE					
001-271-513-10110	EXE SALARIES & WAGES	19,538	18,061.75	1,476.25	92.44%
001-271-513-10120	REGULAR SALARIES & WAGES	31,749	25,427.24	6,321.76	80.09%
001-271-513-10140	OVERTIME	-	32.20	(32.20)	0.00%
001-271-513-10210	FICA TAXES	3,923	3,131.67	791.33	79.83%
001-271-513-10220	RETIREMENT CONTRIBUTIONS	6,154	5,117.88	1,036.12	83.16%
001-271-513-10230	LIFE & HEALTH INSURANCE	10,621	7,002.36	3,618.64	65.93%
001-271-513-30343	PROFESSIONAL SERVICES	28,800	21,473.00	7,327.00	74.56%
001-271-513-30402	TRAVEL EXPENSE	2,500	7,959.44	(5,459.44)	318.38%
001-271-513-30410	TELEPHONE	4,500	3,000.19	1,499.81	66.67%
001-271-513-30461	REPAIR & MAINT OFFICE EQUIPMEN	1,800	1,723.51	76.49	95.75%
001-271-513-30470	PRINTING & BINDING-BUDGET	1,500	156.69	1,343.31	10.45%
001-271-513-30491	OTHER OPERATING EXPENSE	2,700	2,246.36	453.64	83.20%
001-271-513-30493	TRAINING	2,000	3,315.00	(1,315.00)	165.75%
001-271-513-30511	OFFICE SUPPLIES GENERAL	2,800	5,321.46	(2,521.46)	190.05%
001-271-513-30512	POSTAGE	2,000	512.10	1,487.90	25.61%
001-271-513-30521	OPERATING SUPPLIES	6,300	8,491.02	(2,191.02)	134.78%
001-271-513-30540	DUES, PUBLICATIONS, & MEMBERSH	750	1,255.00	(505.00)	167.33%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

G/L ACCT #	ACCOUNT DESCRIPTION	ANNUAL BUDGET	ACTUAL YTD	(OVER) UNDER BUDGET	PERCENT
001-271-513-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
001-271-513-60641	OFFICE FURNITURE & EQUIPMENT	2,000	-	2,000.00	0.00%
	TOTAL FINANCE	\$ 137,635	\$ 120,893.57	\$ 16,741.43	87.84%
GENERAL SERVICES ADM					
001-276-513-10110	EXE SALARY & WAGES	10,023	9,251.79	771.21	92.31%
001-276-513-10210	FICA	767	648.17	118.83	84.51%
001-276-513-10220	RETIREMENT	1,203	1,110.24	92.76	92.29%
001-276-513-10230	LIFE & HEALTH	1,402	2,396.40	(994.40)	170.93%
	TOTAL GEN SERVICES ADM	\$ 13,395	\$ 13,406.60	\$ (11.60)	100.09%
LAW ENFORCEMENT ADM					
001-210-521-10110	EXE SALARIES & WAGES	82,127	75,918.52	6,208.48	92.44%
001-210-521-10120	REGULAR SALARIES & WAGES	182,304	189,058.80	(6,754.80)	103.71%
001-210-521-10130	OTHER SALARIES & WAGES	-	170.00	(170.00)	0.00%
001-210-521-10140	OVERTIME	-	177.30	(177.30)	0.00%
001-210-521-10210	FICA TAXES	20,229	19,726.75	502.25	97.52%
001-210-521-10220	RETIREMENT CONTRIBUTIONS	31,732	28,604.45	3,127.55	90.14%
001-210-521-10230	LIFE & HEALTH INSURANCE	36,184	35,200.30	983.70	97.28%
001-210-521-30341	CONTRACTUAL SERVICES	31,420	47,850.13	(16,430.13)	152.29%
001-210-521-30403	GAS & DIESEL	6,000	2,875.18	3,124.82	47.92%
001-210-521-30410	TELEPHONE	22,000	40,478.41	(18,478.41)	183.99%
001-210-521-30430	UTILITIES	24,000	17,490.25	6,509.75	72.88%
001-210-521-30461	REPAIR & MAINTENANCE-OFFICE EQ	500	-	500.00	0.00%
001-210-521-30464	REPAIRS & MAINTENANCE-RADIO	4,500	1,970.64	2,529.36	43.79%
001-210-521-30491	OTHER OPERATING EXPENSE	4,600	4,327.59	272.41	94.08%
001-210-521-30492	INVESTIGATIVE FUNDS	3,000	-	3,000.00	0.00%
001-210-521-30493	TRAINING	-	20.00	(20.00)	0.00%
001-210-521-30511	OFFICE SUPPLIES-GENERAL	2,000	1,616.72	383.28	80.84%
001-210-521-30521	OPERATING MATERIALS & SUPPLIES	1,500	1,131.64	368.36	75.44%
001-210-521-30522	OPERATING SUPPLIES-UNIFORMS	1,000	-	1,000.00	0.00%
001-210-521-30540	PUBLICATIONS, SUBSCRIP. & MEMB	1,000	423.44	576.56	42.34%
001-210-521-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
001-210-521-60620	BUILDINGS	3,800	-	3,800.00	0.00%
001-210-521-60641	OFFICE FURNITURE & EQUIPMENT	3,300	323.18	2,976.82	9.79%
001-210-521-60644	EQUIPMENT	3,800	408.61	3,391.39	10.75%
	TOTAL LAW ENFORCEMENT ADM	\$ 472,996.00	\$ 475,105.24	\$ (2,109.24)	100.45%
LAW ENFORCEMENT OPERATIONS					
001-220-521-10120	REGULAR SALARIES & WAGES	879,741	837,666.97	42,074.03	95.22%
001-220-521-10130	OTHER SALARIES & WAGES - P/T	38,000	31,970.36	6,029.64	84.13%
001-220-521-10140	OVERTIME	34,510	71,785.46	(37,275.46)	208.01%
001-220-521-10150	SPEC PAY-INCENTIVE,HOL, LV BUY	12,480	14,040.00	(1,560.00)	112.50%
001-220-521-10210	FICA TAXES	73,802	71,088.94	2,713.06	96.32%
001-220-521-10220	RETIREMENT CONTRIBUTIONS	115,768	102,750.95	13,017.05	88.76%
001-220-521-10230	LIFE & HEALTH INSURANCE	195,265	165,546.11	29,718.89	84.78%
001-220-521-30341	CONTRACTUAL SERVICES	3,500	729.30	2,770.70	20.84%
001-220-521-30402	TRAVEL EXPENSE	645	381.00	264.00	59.07%
001-220-521-30403	GASOLINE & DIESEL	69,000	62,771.81	6,228.19	90.97%
001-220-521-30462	REPAIR & MAINT.-EQUIPMENT & TO	1,587	1,519.70	67.30	95.76%
001-220-521-30464	REPAIR & MAINTENANCE - RADIOS	241	158.34	82.66	65.70%
001-220-521-30491	OTHER OPERATING EXPENSE	4,132	4,971.76	(839.76)	120.32%
001-220-521-30493	TRAINING	39,000	19,005.48	19,994.52	48.73%
001-220-521-30499	CANINE EXPENSE	7,000	1,563.73	5,436.27	22.34%
001-220-521-30511	OFFICE SUPPLIES	1,714	425.84	1,288.16	24.84%
001-220-521-30521	OPERATING MATERIALS & SUPPLIES	2,069	1,157.31	911.69	55.94%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

<u>G/L ACCT #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL YTD</u>	<u>(OVER) UNDER BUDGET</u>	<u>PERCENT</u>
001-220-521-30522	OPERATING SUPPLIES - UNIFORMS	11,423	3,710.26	7,712.74	32.48%
001-220-521-60644	EQUIPMENT	1,902	55,668.20	(53,766.20)	2926.82%
001-220-521-70710	CAPITAL EQUIPMENT LOAN- PRINCI	14,964	13,737.76	1,226.24	91.81%
001-220-521-70711	VEHICLE LOAN CCBG (4)-PRINCIPA	28,000	25,363.52	2,636.48	90.58%
001-220-521-70720	CAPITAL EQUIPMENT LOAN- INTERE	662	694.31	(32.31)	104.88%
001-220-521-70721	VEHICLE LOAN CCBG (4)- INTERES	3,491	2,836.33	654.67	81.25%
	TOTAL LAW ENFORCEMENT OPERAT	\$ 1,538,896	\$ 1,489,543.44	\$ 49,352.56	96.79%
	FIRE CONTROL ADM				
001-210-522-10110	EXE SALARIES & WAGES	63,934	33,056.17	30,877.83	51.70%
001-210-522-10120	REGULAR SALARIES & WAGES	88,293	84,935.04	3,357.96	96.20%
001-210-522-10150	SPEC PAY-INCENTIVE,HOL,LV BUYB	3,160	2,145.00	1,015.00	67.88%
001-210-522-10210	FICA TAXES	11,887	8,490.48	3,396.52	71.43%
001-210-522-10220	RETIREMENT CONTRIBUTIONS	18,646	13,662.70	4,983.30	73.27%
001-210-522-10230	LIFE & HEALTH INSURANCE	29,815	21,892.23	7,922.77	73.43%
001-210-522-30410	TELEPHONE	8,085	2,725.79	5,359.21	33.71%
001-210-522-30430	UTILITIES	32,550	25,166.83	7,383.17	77.32%
001-210-522-30461	REPAIR & MAINTENANCE-OFFICE EQ	2,260	597.00	1,663.00	26.42%
001-210-522-30463	REPAIR & MAINT.-BUILDINGS & GR	3,000	2,896.91	103.09	96.56%
001-210-522-30464	REPAIR & MAINTENANCE-RADIO	18,000	1,745.32	16,254.68	9.70%
001-210-522-30465	COPIER PAYMENT	1,350	1,100.00	250.00	81.48%
001-210-522-30491	OTHER OPERATING EXPENSE	1,145	1,831.31	(686.31)	159.94%
001-210-522-30494	FIRE PREVENTION & EDUCATION	2,550	1,144.49	1,405.51	44.88%
001-210-522-30511	OFFICE SUPPLIES-GENERAL	967	607.40	359.60	62.81%
001-210-522-30521	OPERATING MATERIALS & SUPPLIES	655	148.15	506.85	22.62%
001-210-522-30522	OPERATING SUPPLIES - UNIFORMS	1,150	21.20	1,128.80	1.84%
001-210-522-31000	OTHER OPERATING EXP -IT SUPPOR	8,000	7,333.33	666.67	91.67%
001-210-522-60641	OFFICE FURNITURE & EQUIPMENT	2,500	979.88	1,520.12	39.20%
001-210-522-70711	VEHICLE LOAN CCBG - PRINCIPAL	5,490	4,279.80	1,210.20	77.96%
001-210-522-70721	VEHICLE LOAN CCBG - INTEREST	625	485.15	139.85	77.62%
	TOTAL FIRE CONTROL ADM	\$ 304,062	\$ 215,244.18	\$ 88,817.82	70.79%
	FIRE CONTROL OPERATIONS				
001-230-522-10120	REGULAR SALARIES & WAGES	667,108	558,358.02	108,749.98	83.70%
001-230-522-10130	OTHER SALARIES & WAGES - P/T	39,000	35,174.29	3,825.71	90.19%
001-230-522-10140	OVERTIME	-	34,831.75	(34,831.75)	0.00%
001-230-522-10150	SPEC PAY-INCENTIVE,HOL,LV BUYB	34,360	22,470.00	11,890.00	65.40%
001-230-522-10210	FICA TAXES	56,645	46,286.68	10,358.32	81.71%
001-230-522-10220	RETIREMENT CONTRIBUTIONS	88,856	71,806.34	17,049.66	80.81%
001-230-522-10230	LIFE & HEALTH INSURANCE	158,081	127,257.03	30,823.97	80.50%
001-230-522-30402	TRAVEL EXPENSE	1,650	-	1,650.00	0.00%
001-230-522-30403	GASOLINE & DIESEL	16,135	13,733.45	2,401.55	85.12%
001-230-522-30404	OIL & GREASE	550	-	550.00	0.00%
001-230-522-30405	TIRES	1,000	-	1,000.00	0.00%
001-230-522-30406	VEHICLE PARTS ONLY	1,500	250.01	1,249.99	16.67%
001-230-522-30462	REPAIR & MAINT. - EQUIPMENT &	4,165	4,470.98	(305.98)	107.35%
001-230-522-30491	OTHER OPERATING EXPENSE	1,327	1,535.56	(208.56)	115.72%
001-230-522-30493	TRAINING	5,800	3,479.69	2,320.31	59.99%
001-230-522-30511	OFFICE SUPPLIES	640	558.92	81.08	87.33%
001-230-522-30521	OPERATING MATERIALS & SUPPLIES	909	1,263.99	(354.99)	139.05%
001-230-522-30522	OPERATING SUPPLIES - UNIFORMS	33,068	12,422.59	20,645.41	37.57%
001-230-522-60644	EQUIPMENT	8,630	6,381.45	2,248.55	73.94%
	TOTAL FIRE CONTROL OPERATIONS	\$ 1,119,424	\$ 940,280.75	\$ 179,143.25	84.00%
	BUILDING & PLANNING				
001-284-515-10110	EXE SALARIES & WAGES	55,628	51,455.18	4,172.82	92.50%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

G/L ACCT #	ACCOUNT DESCRIPTION	ANNUAL BUDGET	ACTUAL YTD	(OVER) UNDER BUDGET	PERCENT
001-284-515-10120	REGULAR SALARIES & WAGES	61,886	56,642.98	5,243.02	91.53%
001-284-515-10140	OVERTIME	-	90.27	(90.27)	0.00%
001-284-515-10210	FICA TAXES	8,990	7,616.45	1,373.55	84.72%
001-284-515-10220	RETIREMENT CONTRIBUTIONS	14,102	12,937.13	1,164.87	91.74%
001-284-515-10230	LIFE & HEALTH INSURANCE	30,629	27,839.34	2,789.66	90.89%
001-284-515-30341	CONTRACTUAL SERVICES	40,025	27,479.79	12,545.21	68.66%
001-284-515-30343	PROFESSIONAL SERVICES	14,025	1,600.00	12,425.00	11.41%
001-284-515-30402	TRAVEL EXPENSE	2,000	89.13	1,910.87	4.46%
001-284-515-30403	GAS & DIESEL	2,500	3,842.78	(1,342.78)	153.71%
001-284-515-30410	TELEPHONE	2,500	1,911.38	588.62	76.46%
001-284-515-30461	REPAIR & MAINT. OFFICE EQUIPME	500	225.00	275.00	45.00%
001-284-515-30491	OTHER OPERATING EXPENSE	2,200	1,119.46	1,080.54	50.88%
001-284-515-30493	TRAINING	-	1,124.33	(1,124.33)	0.00%
001-284-515-30500	ADVERTISEMENTS	2,500	866.00	1,634.00	34.64%
001-284-515-30511	OFFICE SUPPLIES GENERAL	3,000	1,198.95	1,801.05	39.97%
001-284-515-31000	OTHER OPERATING EXP - IT SUPPO	8,000	6,666.70	1,333.30	83.33%
001-284-515-60641	OFFICE FURNITURE & EQUIPMENT	1,000	1,016.12	(16.12)	101.61%
	TOTAL BUILDING & PLANNING	\$ 249,485	\$ 203,721	\$ 45,764	81.66%

RECREATIONAL ACTIVITY

001-310-572-10110	EXE SALARIES & WAGES	43,737	41,303.56	2,433.44	94.44%
001-310-572-10120	REGULAR SALARIES & WAGES	56,020	53,476.49	2,543.51	95.46%
001-310-572-10210	FICA TAXES	8,303	7,565.60	737.40	91.12%
001-310-572-10220	RETIREMENT CONTRIBUTIONS	13,025	10,972.83	2,052.17	84.24%
001-310-572-10230	LIFE & HEALTH INSURANCE	3,280	10,340.55	(7,060.55)	315.26%
001-310-572-30343	PROFESSIONAL SERVICES	12,000	9,354.30	2,645.70	77.95%
001-310-572-30390	CONTINGENCY	2,000	-	2,000.00	0.00%
001-310-572-30402	TRAVEL EXPENSE	2,000	-	2,000.00	0.00%
001-310-572-30403	GAS & DIESEL	2,000	3,728.76	(1,728.76)	186.44%
001-310-572-30410	TELEPHONE	5,100	4,467.21	632.79	87.59%
001-310-572-30440	RENTAL OF EQUIPMENT & BUILDING	3,000	50.00	2,950.00	1.67%
001-310-572-30462	REPAIR & MAINT-EQUIPMENT & TOO	45,000	9,985.00	35,015.00	22.19%
001-310-572-30491	OTHER OPERATING EXPENSES	34,000	24,554.48	9,445.52	72.22%
001-310-572-30493	TRAINING	2,000	252.00	1,748.00	12.60%
001-310-572-30511	OFFICE SUPPLIES - GENERAL	1,500	1,516.71	(16.71)	101.11%
001-310-572-30521	OPERATING MATERIALS & SUPPLIES	2,000	1,781.09	218.91	89.05%
001-310-572-30523	OPERATING SUP - CHEM	2,000	1,623.76	376.24	81.19%
001-310-572-30524	SWIMMING POOL SUPPLIES	6,807	1,005.11	5,801.89	14.77%
001-310-572-30525	ATHLETIC EQUIPMENT - FOOTBALL	15,000	4,545.20	10,454.80	30.30%
001-310-572-30526	ATHLETIC EQUIP BASEBALL & SOFT	1,000	100.41	899.59	10.04%
001-310-572-30528	ATHLETIC EQUIPMENT - BASKETBAL	2,000	1,139.40	860.60	56.97%
001-310-572-30529	ATHLETIC EQUIPMENT - OTHER	5,500	4,179.27	1,320.73	75.99%
001-310-572-30540	OTHER RECREATIONAL ACTIVITIES	31,000	30,977.61	22.39	99.93%
001-310-572-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
	TOTAL RECREATIONAL ACTIVITY	\$ 306,272	\$ 230,252.67	\$ 76,019.33	75.18%

PARKS

001-440-572-10120	REGULAR SALARIES & WAGES	37,812	51,569.71	(13,757.71)	136.38%
001-440-572-10130	OTHER SALARIES & WAGES - P/T	25,500	34,763.80	(9,263.80)	136.33%
001-440-572-10140	OVERTIME	-	1,164.96	(1,164.96)	0.00%
001-440-572-10210	FICA TAXES	3,072	5,339.61	(2,267.61)	173.82%
001-440-572-10220	RETIREMENT CONTRIBUTIONS	4,819	4,871.52	(52.52)	101.09%
001-440-572-10230	LIFE & HEALTH INSURANCE	6,338	9,400.76	(3,062.76)	148.32%
001-440-572-30391	PARKS & FACILITY	10,000	4,058.01	5,941.99	40.58%
001-440-572-30430	UTILITIES	38,000	34,215.52	3,784.48	90.04%
001-440-572-30440	RENTAL OF EQUIPMENT & BUILDING	3,000	400.00	2,600.00	13.33%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

<u>G/L ACCT #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL YTD</u>	<u>(OVER) UNDER BUDGET</u>	<u>PERCENT</u>
001-440-572-30463	REPAIR & MAINTENANCE-BLDGS. &	6,000	6,701.28	(701.28)	111.69%
001-440-572-30491	OTHER OPERATING EXPENSES	-	360.83	(360.83)	0.00%
	TOTAL PARKS	\$ 134,541	\$ 152,846	\$ (18,305)	113.61%
	PUBLIC WORKS ADM				
001-410-539-10110	EXE SALARIES & WAGES	41,202	38,116.80	3,085.20	92.51%
001-410-539-10120	REGULAR SALARIES & WAGES	8,784	8,210.08	573.92	93.47%
001-410-539-10210	FICA TAXES	3,824	3,265.75	558.25	85.40%
001-410-539-10220	RETIREMENT CONTRIBUTIONS	5,998	5,546.62	451.38	92.47%
001-410-539-10230	LIFE & HEALTH INSURANCE	12,774	11,474.30	1,299.70	89.83%
001-410-539-30402	TRAVEL EXPENSE	1,500	-	1,500.00	0.00%
001-410-539-30410	TELEPHONE	6,800	5,998.32	801.68	88.21%
001-410-539-30430	UTILITIES	81,269	68,525.90	12,743.10	84.32%
001-410-539-30440	REPAIR & MAINT BUILDING	3,500	1,225.07	2,274.93	35.00%
001-410-539-30491	OTHER OPERATING EXPENSE	5,000	5,065.04	(65.04)	101.30%
001-410-539-30493	TRAINING	5,000	992.00	4,008.00	19.84%
001-410-539-30511	OFFICE SUPPLIES	500	403.73	96.27	80.75%
001-410-539-30521	OPERATING MATERIALS & SUPPLIES	3,000	851.69	2,148.31	28.39%
001-410-539-30522	OPERATING EXPENSE - UNIFORMS	16,000	9,608.21	6,391.79	60.05%
001-410-539-30524	OPERATING SUPPLIES - TOOLS	1,000	11.51	988.49	1.15%
001-410-539-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
	TOTAL PUBLIC WORKS ADM	\$ 204,151	\$ 166,628.35	\$ 37,522.65	81.62%
	ROADS & STREETS				
001-430-541-10110	SALARIES & WAGES	5,886	5,274.03	611.97	89.60%
001-430-541-10120	REGULAR SALARIES & WAGES	122,561	88,719.13	33,841.87	72.39%
001-430-541-10130	OTHER SALARIES & WAGES - P/T	15,000	62,390.63	(47,390.63)	415.94%
001-430-541-10140	OVERTIME	-	3,088.58	(3,088.58)	0.00%
001-430-541-10210	FICA TAXES	9,826	12,176.06	(2,350.06)	123.92%
001-430-541-10220	RETIREMENT CONTRIBUTIONS	15,414	10,894.79	4,519.21	70.68%
001-430-541-10230	LIFE & HEALTH INSURANCE	30,995	17,480.66	13,514.34	56.40%
001-430-541-30341	CONTRACTUAL SERVICES	35,600	6,966.74	28,633.26	19.57%
001-430-541-30403	GASOLINE & DIESEL	75,000	79,692.13	(4,692.13)	106.26%
001-430-541-30491	OTHER OPERATING EXPENSE	-	360.00	(360.00)	0.00%
001-430-541-30524	OPERATING SUPPLIES - SMALL TOO	1,000	302.70	697.30	30.27%
001-430-541-30530	ROAD MATERIALS & SUPPLIES	25,000	24,070.84	929.16	96.28%
001-430-541-60632	RESURF & SIDEWALKS	153,100	139,700.55	13,399.45	91.25%
001-430-541-60634	STORM WATER FACILITIES	5,000	-	5,000.00	0.00%
001-430-541-60643	HEAVY EQUIPMENT	47,876	21,487.24	26,388.76	44.88%
001-430-541-70710	CCB LOAN- GRAPPLE TRUCK PRINCI	29,488	24,493.08	4,994.92	83.06%
001-430-541-70711	PRINCIPAL- CCB LOAN EQUIP FOR	9,100	7,779.95	1,320.05	0.00%
001-430-541-70720	CCB LOAN GRAPPLE TRUCK - INTER	1,602	1,342.02	259.98	83.77%
001-430-541-70721	INTEREST - CCB LOAN EQUIPMENT	1,800	1,314.98	485.02	0.00%
	TOTAL ROADS & STREETS	\$ 584,248	\$ 507,534.11	\$ 76,713.89	86.87%
	CEMETERIES & GROUNDS				
001-431-542-10110	SALARIES & WAGES	5,886	5,199.16	686.84	88.33%
001-431-542-10120	REGULAR SALARIES & WAGES	3,698	4,270.63	(572.63)	115.48%
001-431-542-10140	OVERTIME	-	192.28	(192.28)	0.00%
001-431-542-10210	FICA TAXES	733	673.57	59.43	91.89%
001-431-542-10220	RETIREMENT CONTRIBUTIONS	1,150	1,136.56	13.44	98.83%
001-431-542-10230	LIFE & HEALTH INSURANCE	2,806	2,418.67	387.33	86.20%
001-431-542-30521	OPERATING SUPPLIES	5,000	-	5,000.00	0.00%
	TOTAL CEMETERIES & GROUNDS	\$ 19,273	\$ 13,890.87	\$ 5,382.13	72.07%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

G/L ACCT #	ACCOUNT DESCRIPTION	ANNUAL BUDGET	ACTUAL YTD	(OVER) UNDER BUDGET	PERCENT
BUILDINGS & GROUNDS					
001-440-519-10110	SALARIES & WAGES	5,865	5,376.25	488.75	91.67%
001-440-519-10120	REGULAR SALARIES & WAGES	150,218	160,862.73	(10,644.73)	107.09%
001-440-519-10140	OVERTIME	-	4,935.78	(4,935.78)	0.00%
001-440-519-10210	FICA TAXES	11,940	11,952.88	(12.88)	100.11%
001-440-519-10220	RETIREMENT CONTRIBUTIONS	18,730	18,198.88	531.12	97.16%
001-440-519-10230	LIFE & HEALTH INSURANCE	40,891	38,634.16	2,256.84	94.48%
001-440-519-30341	CONTRACTUAL SERVICES	30,000	28,961.50	1,038.50	96.54%
001-440-519-30463	REPAIR & MAINT.-BUILDINGS & GR	45,000	74,941.67	(29,941.67)	166.54%
001-440-519-30491	OTHER OPERATING EXPENSE	12,000	12,546.68	(546.68)	104.56%
001-440-519-60644	EQUIPMENT	2,500	-	2,500.00	0.00%
	TOTAL BUILDINGS & GROUNDS	\$ 317,144	\$ 356,410.53	\$ (39,266.53)	112.38%
FLEET MAINTENANCE					
001-450-541-10120	REGULAR SALARIES & WAGES	81,349	77,287.31	4,061.69	95.01%
001-450-541-10210	FICA TAXES	6,223	5,283.08	939.92	84.90%
001-450-541-10220	RETIREMENT CONTRIBUTIONS	9,762	9,084.96	677.04	93.06%
001-450-541-10230	LIFE & HEALTH INSURANCE	19,007	19,258.59	(251.59)	101.32%
001-450-541-30404	OIL & GREASE	1,198	468.56	729.44	39.11%
001-450-541-30405	TIRES	11,381	10,329.12	1,051.88	90.76%
001-450-541-30406	VEH PARTS ONLY	56,475	73,596.18	(17,121.18)	130.32%
001-450-541-30407	VEHICLE REPAIRS	17,430	17,605.11	(175.11)	101.00%
001-450-541-30491	OTHER OPER EXPENSE	-	696.71	(696.71)	0.00%
	TOTAL FLEET MAINT	\$ 202,825	\$ 213,609.62	\$ (10,784.62)	105.32%
	TOTAL GEN FUND EXPENDITURES	\$ 7,999,532	\$ 7,160,281.70	\$ 839,250.30	89.51%
ENTERPRISE FUND					
FINANCIAL SERVICES					
400-271-513-10110	EXECUTIVE SALARIES & WAGES	\$ 58,613	54,182.15	4,430.85	92.44%
400-271-513-10120	REGULAR SALARIES & WAGES	126,872	108,374.44	18,497.56	85.42%
400-271-513-10210	FICA TAXES	13,961	11,769.70	2,191.30	84.30%
400-271-513-10220	RETIREMENT CONTRIBUTIONS	23,253	18,473.27	4,779.73	79.44%
400-271-513-10230	LIFE & HEALTH INSURANCE	25,049	24,195.74	853.26	96.59%
	TOTAL FINANCIAL SERVICES	\$ 247,748	\$ 216,995.30	\$ 30,752.70	87.59%
CUSTOMER SERVICES					
400-274-513-10110	EXE SALARIES & WAGES	64,225	59,393.19	4,831.81	92.48%
400-274-513-10120	REGULAR SALARIES & WAGES	141,157	127,141.42	14,015.58	90.07%
400-274-513-10140	OVERTIME	8,526	8,180.97	345.03	95.95%
400-274-513-10210	FICA TAXES	15,092	14,055.56	1,036.44	93.13%
400-274-513-10220	RETIREMENT CONTRIBUTION	21,274	20,887.10	386.90	98.18%
400-274-513-10230	LIFE & HEALTH INSURANCE	34,516	34,222.26	293.74	99.15%
400-274-513-30341	CONTRACTUAL SERVICES	30,800	30,702.60	97.40	99.68%
400-274-513-30390	CONTINGENCY	10,000	1,350.00	8,650.00	13.50%
400-274-513-30402	TRAVEL EXPENSES	5,000	669.00	4,331.00	13.38%
400-274-513-30403	GAS & DIESEL	6,500	4,205.38	2,294.62	64.70%
400-274-513-30410	TELEPHONE	6,500	3,477.48	3,022.52	53.50%
400-274-513-30461	REPAIR & MAINTAIN OFFICE EQUIP	3,000	1,343.32	1,656.68	44.78%
400-274-513-30491	OTHER OPERATING EXPENSES	1,500	974.20	525.80	64.95%
400-274-513-30493	TRAINING	3,500	520.00	2,980.00	14.86%
400-274-513-30511	OFFICE SUPPLIES-GENERAL	5,000	4,088.02	911.98	81.76%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

<u>G/L ACCT #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL YTD</u>	<u>(OVER) UNDER BUDGET</u>	<u>PERCENT</u>
400-274-513-30522	OPERATING SUPPLIES - UNIFORMS	4,000	1,791.85	2,208.15	44.80%
400-274-513-31000	OTHER OPERATING EXPENSE IT SUP	8,000	7,238.24	761.76	90.48%
400-274-513-31500	ENERGY PROGRAM EXPENSES	6,000	3,110.68	2,889.32	51.84%
400-274-513-60641	OFFICE FURNITURE & EQUIPMENT	10,000	2,536.07	7,463.93	25.36%
400-274-513-70711	NETQUINCY BLDG PRINCIPAL 50%	19,200	18,000.55	1,199.45	93.75%
400-274-513-70722	NETQUINCY BLDG INTEREST 50%	1,600	979.73	620.27	61.23%
	TOTAL CUSTOMER SERVICES	\$ 405,390	\$ 344,867.62	\$ 60,522.38	85.07%
	TOTAL BUSINESS ACTIVITY	\$ 653,138	\$ 561,862.92	\$ 91,275.08	86.03%
	SEWER ADMINISTRATION				
402-520-535-10110	EXE SALARIES & WAGES	13,089	12,105.88	983.12	92.49%
402-520-535-10120	REGULAR SALARIES & WAGES	32,380	26,872.10	5,507.90	82.99%
402-520-535-10140	OVERTIME	20	50.47	(30.47)	252.35%
402-520-535-10210	FICA TAXES	3,480	2,381.17	1,098.83	68.42%
402-520-535-10220	RETIREMENT CONTRIBUTIONS	5,459	4,044.04	1,414.96	74.08%
402-520-535-10230	LIFE & HEALTH INSURANCE	9,975	8,215.58	1,759.42	82.36%
402-520-535-30341	CONTRACTUAL SERVICES	23,500	5,809.67	17,690.33	24.72%
402-520-535-30343	PROFESSIONAL SERVICES	81,189	67,698.50	13,490.50	83.38%
402-520-535-30410	TELEPHONE	6,340	5,342.77	997.23	84.27%
402-520-535-30440	RENTALS & LEASES	2,100	2,205.00	(105.00)	105.00%
402-520-535-30491	OTHER OPERATING EXPENSE	6,257	4,119.23	2,137.77	65.83%
402-520-535-30511	OFFICE SUPPLIES	125	142.92	(17.92)	114.34%
402-520-535-30521	OPERATING SUPPLIES	128	145.39	(17.39)	113.59%
402-520-535-30522	OPERATING SUPPLIES - UNIFORMS	89	79.71	9.29	89.56%
402-520-535-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
402-520-535-70710	DEBT SERVICE PRINCIPAL	82,500	82,500.00	-	100.00%
402-520-535-70711	DEBT SERVICE PRIN-SERIES 2003	115,533	115,533.00	-	100.00%
402-520-535-70720	DEBT SERVICE DEP STATE LOAN PR	182,741	182,741.00	-	100.00%
402-520-535-70721	DEBT SERVICE DEP STATE LOAN IN	39,818	39,818.00	-	100.00%
402-520-535-70730	NOTE PAY EQUIP LOAN- PRINCIPAL	16,212	14,677.82	1,534.18	90.54%
402-520-535-70731	NOTE PAY EQUIP LOAN- INTEREST	716	730.91	(14.91)	102.08%
402-520-535-90990	TRANSFER OF PROFIT	135,271	115,791.98	19,479.02	85.60%
402-520-535-91000	BUSINESS ACTIVITY SHARED EXP	54,170	49,655.83	4,514.17	91.67%
	TOTAL SEWER ADM	\$ 819,092	747,994.31	71,097.69	91.32%
	SEWER TREATMENT				
402-531-535-30341	CONTRACTUAL SERVICES	756,274	469,484.52	286,789.48	62.08%
402-531-535-30430	UTILITIES	257,861	201,491.61	56,369.39	78.14%
402-531-535-30466	REPAIR & MAINTENANCE - PLANT	35	-	35.00	0.00%
402-531-535-30491	OTHER OPERATING EXPENSE	-	472.90	(472.90)	0.00%
402-531-535-30501	PERMITS	114	450.00	(336.00)	394.74%
402-531-535-60644	EQUIPMENT	58,500	3,257.95	55,242.05	5.57%
	TOTAL SEWER TREATMENT	\$ 1,072,784	\$ 675,156.98	\$ 397,627.02	62.94%
	SEWER DISTRIBUTION				
402-540-535-10120	REGULAR SALARIES & WAGES	71,211	59,544.16	11,666.84	83.62%
402-540-535-10140	OVERTIME	2,284	4,593.97	(2,309.97)	201.14%
402-540-535-10210	FICA TAXES	5,622	4,565.64	1,056.36	81.21%
402-540-535-10220	RETIREMENT CONTRIBUTIONS	8,819	6,632.07	2,186.93	75.20%
402-540-535-10230	LIFE & HEALTH INSURANCE	16,131	16,294.56	(163.56)	101.01%
402-540-535-30312	ENGINEERING STUDY	2,000	-	2,000.00	0.00%
402-540-535-30341	CONTRACTUAL SERVICES	1,745	-	1,745.00	0.00%
402-540-535-30401	AUTO EXPENSE	200	-	200.00	0.00%
402-540-535-30403	GASOLINE & DIESEL	3,024	1,342.43	1,681.57	44.39%
402-540-535-30404	OIL & GREASE	576	149.25	426.75	25.91%
402-540-535-30405	TIRES	150	-	150.00	0.00%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

<u>G/L ACCT #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL YTD</u>	<u>(OVER) UNDER BUDGET</u>	<u>PERCENT</u>
402-540-535-30406	AUTO PARTS	150	142.78	7.22	95.19%
402-540-535-30407	VEHICLE REPAIRS-PARTS AND LABO	200	-	200.00	0.00%
402-540-535-30440	RENTALS/LEASES	200	-	200.00	0.00%
402-540-535-30462	REPAIR & MAINT.-EQUIPMENT & TO	5,300	2,510.08	2,789.92	47.36%
402-540-535-30467	MAINTENANCE OF MAINS & LINES	16,215	6,860.95	9,354.05	42.31%
402-540-535-30491	OTHER OPERATING EXPENSE	203	61.82	141.18	30.45%
402-540-535-30521	OPERATING SUPPLIES	200	-	200.00	0.00%
402-540-535-30522	OPERATING SUPPLIES - UNIFORMS	1,167	1,132.14	34.86	97.01%
	TOTAL SEWER DISTRIBUTION	\$ 135,397	\$ 103,829.85	\$ 31,567.15	76.69%
	TOTAL SEWER FUND	\$ 2,027,273	\$ 1,526,981.14	\$ 500,291.86	75.32%
	ELECTRIC ADMINISTRATION				
403-520-531-10110	EXE SALARIES & WAGES	26,179	24,211.50	1,967.50	92.48%
403-520-531-10120	REGULAR SALARIES & WAGES	64,758	53,743.76	11,014.24	82.99%
403-520-531-10140	OVERTIME	41	100.95	(59.95)	246.22%
403-520-531-10210	FICA TAXES	6,960	4,761.80	2,198.20	68.42%
403-520-531-10220	RETIREMENT CONTRIBUTIONS	10,917	8,088.51	2,828.49	74.09%
403-520-531-10230	LIFE & HEALTH INSURANCE	19,962	16,432.03	3,529.97	82.32%
403-520-531-30341	CONTRACTUAL SERVICES	213,501	37,942.24	175,558.76	17.77%
403-520-531-30343	PROFESSIONAL SERVICES	-	5,618.36	(5,618.36)	0.00%
403-520-531-30370	PURCHASED ELECTRIC	8,071,340	7,207,334.01	864,005.99	89.30%
403-520-531-30391	RESERVES	341,350	62,300.00	279,050.00	18.25%
403-520-531-30392	REPAIRS & REPLACEMENT	67,000	42,700.00	24,300.00	63.7%
403-520-531-30393	RATE STABILIZATION FUND	875,000	481,639.00	393,361.00	55.0%
403-520-531-30402	TRAVEL EXPENSE	1,550	1,826.76	(276.76)	117.86%
403-520-531-30403	GASOLINE & DIESEL	1,911	2,229.90	(318.90)	116.69%
403-520-531-30404	OIL & GREASE	218	-	218.00	0.00%
403-520-531-30405	TIRES	150	-	150.00	0.00%
403-520-531-30406	VEHICLE PARTS ONLY	50	9.22	40.78	18.44%
403-520-531-30407	VEHICLE REPAIRS	200	1.88	198.12	0.94%
403-520-531-30410	TELEPHONE	4,480	3,659.97	820.03	81.70%
403-520-531-30440	RENTALS/LEASES	2,250	2,205.00	45.00	98.00%
403-520-531-30491	OTHER OPERATING EXPENSE	16,876	17,840.21	(964.21)	105.71%
403-520-531-30493	TRAINING	6,600	3,967.24	2,632.76	60.11%
403-520-531-30511	OFFICE SUPPLIES	153	187.15	(34.15)	122.32%
403-520-531-30512	POSTAGE	25,000	25,200.00	(200.00)	100.80%
403-520-531-30521	OPERATING SUPPLIES	200	145.39	54.61	72.70%
403-520-531-30522	OPERATING SUPPLIES - UNIFORMS	268	239.07	28.93	89.21%
403-520-531-30540	DUES, PUBLICATION, & MEMBERSHI	34,300	24,020.37	10,279.63	70.03%
403-520-531-30580	STATE ASSESSMENT TAXES	2,976	1,943.81	1,032.19	65.32%
403-520-531-30591	UNCLAIMED PROPERTY UTILITY REF	3,783	1,841.80	1,941.20	48.69%
403-520-531-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
403-520-531-70700	2003 BOND DEBT SERVICE PRINCIP	57,317	57,316.65	-	100.00%
403-520-531-70701	2003 BOND DEBT SERVICE INTERES	42,683	42,683.35	-	100.00%
403-520-531-90990	TRANSFER OF PROFIT	3,845,121	3,291,423.58	553,697.42	85.60%
403-520-531-90995	INTERFUND TRANSFER TO TELECOM	131,839	120,852.42	10,986.58	91.67%
403-520-531-91000	BUSINESS ACTIVITY SHARED EXP	238,138	218,293.17	19,844.83	91.67%
	TOTAL ELECTRIC ADM	\$ 14,121,071	\$ 11,768,092.43	\$ 2,352,978.57	83.34%
	ELECTRIC DISTRIBUTION				
403-591-531-10120	REGULAR SALARIES & WAGES	279,062	248,196.11	30,865.89	88.94%
403-591-531-10140	OVERTIME	20,300	20,941.44	(641.44)	103.16%
403-591-531-10210	FICA TAXES	22,901	19,981.77	2,919.23	87.25%
403-591-531-10220	RETIREMENT CONTRIBUTIONS	35,923	28,443.33	7,479.67	79.18%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

<u>G/L ACCT #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL YTD</u>	<u>(OVER) UNDER BUDGET</u>	<u>PERCENT</u>
403-591-531-10230	LIFE & HEALTH INSURANCE	50,459	38,282.24	12,176.76	75.87%
403-591-531-30341	CONTRACTUAL SERVICES	2,000	710.00	1,290.00	35.50%
403-591-531-30403	GASOLINE & DIESEL	16,455	13,934.20	2,520.80	84.68%
403-591-531-30404	OIL & GREASE	750	149.26	600.74	19.90%
403-591-531-30405	TIRES	55	-	55.00	0.00%
403-591-531-30406	PARTS	150	106.49	43.51	70.99%
403-591-531-30407	VEHICLE REPAIRS-LABOR & PARTS	15,304	5,338.89	9,965.11	34.89%
403-591-531-30430	UTILITIES	432,110	353,761.92	78,348.08	81.87%
403-591-531-30440	RENTALS / LEASES	305	-	305.00	0.00%
403-591-531-30462	REPAIR & MAINT - EQUIPMENT & T	5,623	8,474.33	(2,851.33)	150.71%
403-591-531-30467	REPAIR & MAINT-MAINS & LINES	71,819	66,227.59	5,591.41	92.21%
403-591-531-30468	REPAIR & MAINTENANCE - SERVICE	18,475	19,359.18	(884.18)	104.79%
403-591-531-30469	LINE CLEARING CREW	30,000	-	30,000.00	0.00%
403-591-531-30491	OTHER OPERATING EXPENSES	800	529.55	270.45	66.19%
403-591-531-30521	OPERATING SUPPLIES	761	388.91	372.09	51.11%
403-591-531-30522	OPERATING SUPPLIES - UNIFORMS	10,072	5,696.13	4,375.87	56.55%
403-591-531-60635	STREET LIGHTS	3,645	1,122.63	2,522.37	30.80%
403-591-531-60636	SIGNALIZATION	3,000	-	3,000.00	0.00%
	TOTAL ELECTRIC DISTRIBUTION	\$ 1,019,969	\$ 831,643.97	\$ 188,325.03	81.54%
ELECTRIC WAREHOUSE					
403-502-531-10120	REGULAR SALARIES & WAGES	15,834	-	15,834.00	0.00%
403-502-531-10140	OVERTIME	508	-	508.00	0.00%
403-502-531-10210	FICA TAXES	1,250	-	1,250.00	0.00%
403-502-531-10220	RETIREMENT CONTRIBUTIONS	1,961	-	1,961.00	0.00%
403-591-531-10230	LIFE & HEALTH INSURANCE	5,251	-	5,251.00	0.0%
403-502-531-30430	UTILITIES	4,657	3,611.53	1,045.47	77.55%
403-502-531-30461	R/M-OFFICE EQUIPMENT	-	212.50	(212.50)	0.00%
403-502-531-30462	REPAIR & MAINT - EQUIP AND TOO	30	-	30.00	0.00%
403-502-531-30463	REPAIR & MAINT - BLDS AND GROU	468	352.00	116.00	75.21%
403-502-531-30491	OTHER OPERATING EXPENSE	907	757.81	149.19	83.55%
403-502-531-30521	OPERATING SUPPLIES	680	673.65	6.35	99.07%
403-502-531-30522	OPERATING SUPPLIES - UNIFORMS	269	239.08	29.92	88.88%
	TOTAL ELECTRIC WAREHOUSE	\$ 31,815	\$ 5,846.57	\$ 25,968.43	18.38%
	TOTAL ELECTRIC FUND	\$ 15,172,855	\$ 12,605,582.97	\$ 2,567,272.03	83.08%
WATER ADMINISTRATION					
404-520-533-10110	EXE SALARIES & WAGES	13,089	12,105.88	983.12	92.49%
404-520-533-10120	REGULAR SALARIES & WAGES	32,380	26,872.10	5,507.90	82.99%
404-520-533-10140	OVERTIME	20	50.47	(30.47)	252.35%
404-520-533-10210	FICA TAXES	3,480	2,381.16	1,098.84	68.42%
404-520-533-10220	RETIREMENT CONTRIBUTIONS	5,459	4,044.03	1,414.97	74.08%
404-520-533-10230	LIFE & HEALTH INSURANCE	9,975	8,215.55	1,759.45	82.36%
404-520-533-30341	CONTRACTUAL SERVICES	20,000	19,498.85	501.15	97.49%
404-520-533-30343	PROFESSIONAL SERVICES	5,714	-	5,714.00	0.00%
404-520-533-30402	TRAVEL EXPENSE	200	-	200.00	0.00%
404-520-533-30404	OIL & GREASE	40	-	40.00	0.00%
404-520-533-30410	TELEPHONE	3,862	2,643.29	1,218.71	68.44%
404-520-533-30440	RENTALS & LEASES	2,101	2,205.00	(104.00)	104.95%
404-520-533-30491	OTHER OPERATING EXPENSE	6,822	4,650.43	2,171.57	68.17%
404-520-533-30493	TRAINING	-	75.00	(75.00)	0.00%
404-520-533-30501	PERMITS & FEES	4,571	8,155.00	(3,584.00)	178.41%
404-520-533-30511	OFFICE SUPPLIES	150	141.66	8.34	94.44%
404-520-533-30521	OPERATING SUPPLIES	127	145.40	(18.40)	114.49%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

<u>G/L ACCT #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL YTD</u>	<u>(OVER) UNDER BUDGET</u>	<u>PERCENT</u>
404-520-533-30522	OPERATING SUPPLIES - UNIFORMS	90	79.75	10.25	88.61%
404-520-533-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
404-520-533-70710	PRINCIPAL	82,500	82,500.00	-	100.00%
404-520-533-70711	PRINCIPAL-2003 BOND	115,533	115,533.00	-	100.00%
404-520-533-70720	DEBT SERVICE INTEREST	144,365	144,365.00	-	100.00%
404-520-533-70721	INTEREST-2003 BOND	112,670	112,670.00	-	100.00%
404-520-533-90990	TRANSFER OF PROFIT	167,000	142,952.00	24,048.00	85.60%
404-520-533-91000	BUSINESS ACTIVITY SHARED EXP	53,093	48,668.58	4,424.42	91.67%
	TOTAL WATER ADM	\$ 791,241	745,285.49	45,955.51	94.19%
WATER TREATMENT					
404-530-533-30341	CONTRACTUAL SERVICES	328,909	252,799.26	76,109.74	76.86%
404-530-533-30391	RESERVES	75,000	-	75,000.00	0.00%
404-530-533-30430	UTILITIES	219,851	173,520.63	46,330.37	78.93%
404-530-533-30466	REPAIR & MAINTENANCE - PLANT	4,492	1,240.79	3,251.21	27.62%
404-530-533-30469	REPAIR & MAINT RESERVOIRS	7,500	13,132.86	(5,632.86)	175.10%
404-530-533-60644	EQUIPMENT	20,000	-	20,000.00	0.00%
	TOTAL WATER TREATMENT	\$ 655,752	\$ 440,693.54	\$ 215,058.46	67.20%
WATER DISTRIBUTION					
404-539-533-10120	REGULAR SALARIES & WAGES	71,211	59,544.96	11,666.04	83.62%
404-539-533-10140	OVERTIME	2,284	4,595.30	(2,311.30)	201.20%
404-539-533-10210	FICA TAXES	5,622	4,565.74	1,056.26	81.21%
404-539-533-10220	RETIREMENT CONTRIBUTIONS	8,666	6,632.24	2,033.76	76.53%
404-539-533-10230	LIFE & HEALTH INSURANCE	16,131	16,295.65	(164.65)	101.02%
404-539-533-30403	GASOLINE & DIESEL	2,300	3,206.96	(906.96)	139.43%
404-539-533-30404	OIL & GREASE	500	149.26	350.74	29.85%
404-539-533-30405	TIRES	100	-	100.00	0.00%
404-539-533-30406	AUTO PARTS	50	48.24	1.76	96.48%
404-539-533-30407	VEHICLE REPAIRS-PARTS AND LABO	50	-	50.00	0.00%
404-539-533-30440	RENTALS/LEASES	200	-	200.00	0.00%
404-539-533-30462	REPAIR & MAINT- EQUIPMENT & TO	3,100	1,405.72	1,694.28	45.35%
404-539-533-30467	REPAIR & MAINT.-MAINS & LINES	24,160	6,841.07	17,318.93	28.32%
404-539-533-30468	REPAIR & MAINT.- SERVICES	10,700	8,450.20	2,249.80	78.97%
404-539-533-30491	OTHER OPERATING EXPENSE	1,000	570.42	429.58	57.04%
404-539-533-30521	OPERATING SUPPLIES	300	68.65	231.35	22.88%
404-539-533-30522	OPERATING SUPPLIES - UNIFORMS	1,167	717.39	449.61	61.47%
	TOTAL WATER DISTRIBUTION	\$ 147,541	\$ 113,091.80	\$ 34,449.20	76.65%
	TOTAL WATER FUND	\$ 1,594,534	\$ 1,299,070.83	\$ 295,463.17	81.47%
GAS ADMINISTRATION					
405-520-532-10110	EXE SALARIES & WAGES	13,089	12,105.88	983.12	92.49%
405-520-532-10120	REGULAR SALARIES & WAGES	32,380	26,872.10	5,507.90	82.99%
405-520-532-10140	OVERTIME	20	50.47	(30.47)	252.35%
405-520-532-10210	FICA TAXES	3,480	2,381.20	1,098.80	68.43%
405-520-532-10220	RETIREMENT CONTRIBUTIONS	5,459	4,044.06	1,414.94	74.08%
405-520-532-10230	LIFE & HEALTH INSURANCE	9,975	8,215.64	1,759.36	82.36%
405-520-532-30341	CONTRACTUAL SERVICES	53,501	4,966.32	48,534.68	9.28%
405-520-532-30380	PURCHASED GAS	1,105,378	844,720.96	260,657.04	76.42%
405-520-532-30402	TRAVEL EXPENSE	200	-	200.00	0.00%
405-520-532-30403	GAS & DIESEL	750	-	750.00	0.00%
405-520-532-30404	OIL & GREASE	50	-	50.00	0.00%
405-520-532-30405	TIRES	100	-	100.00	0.00%
405-520-532-30410	TELEPHONE EXPENSE	1,000	1,690.63	(690.63)	169.06%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

<u>G/L ACCT #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL YTD</u>	<u>(OVER) UNDER BUDGET</u>	<u>PERCENT</u>
405-520-532-30440	RENTALS/LEASES	2,250	2,205.00	45.00	98.00%
405-520-532-30491	OTHER OPERATING EXPENSE	9,700	6,222.27	3,477.73	64.15%
405-520-532-30493	TRAINING	1,527	1,200.00	327.00	78.59%
405-520-532-30511	OFFICE SUPPLIES	175	141.67	33.33	80.95%
405-520-532-30521	OPERATING SUPPLIES	150	145.42	4.58	96.95%
405-520-532-30522	OPERATING SUPPLIES - UNIFORMS	135	79.70	55.30	59.04%
405-520-532-30580	TAXES-STATE ASSESSMENT	-	3,060.47	(3,060.47)	0.00%
405-520-532-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
405-520-532-90990	TRANSFER OF PROFIT	577,537	481,280.83	96,256.17	83.33%
405-520-532-91000	BUSINESS ACTIVITY SHARED EXP	86,468	79,262.33	7,205.67	91.67%
	TOTAL GAS ADM	\$ 1,911,324	\$ 1,485,978.29	\$ 425,345.71	77.75%
	GAS DISTRIBUTION				
405-561-532-10120	REGULAR SALARIES & WAGES	54,613	22,474.58	32,138.42	41.15%
405-561-532-10140	OVERTIME	2,068	166.43	1,901.57	8.05%
405-561-532-10210	FICA TAXES	4,336	1,617.61	2,718.39	37.31%
405-561-532-10220	RETIREMENT CONTRIBUTIONS	6,802	2,693.12	4,108.88	39.59%
405-561-532-10230	LIFE & HEALTH INSURANCE	10,586	4,891.63	5,694.37	46.21%
405-561-532-30403	GASOLINE & DIESEL	3,500	3,127.98	372.02	89.37%
405-561-532-30404	OIL & GREASE	300	149.26	150.74	49.75%
405-561-532-30405	TIRES	150	-	150.00	0.00%
405-561-532-30406	VEHICLE PARTS	150	-	150.00	0.00%
405-561-532-30407	VEHICLE REPAIR PARTS AND LABO	200	-	200.00	0.00%
405-561-532-30430	UTILITIES	2,450	1,973.62	476.38	80.56%
405-561-532-30440	RENTALS/LEASES	328	-	328.00	0.00%
405-561-532-30462	REPAIR & MAINT-EQUIPMENT & TOO	927	548.34	378.66	59.15%
405-561-532-30467	MAINT. OF MAINS & LINES - GAS	18,585	33,888.39	(15,303.39)	182.34%
405-561-532-30468	MAINTENANCE OF SERVICES - GAS	6,120	232.68	5,887.32	3.80%
405-561-532-30491	OTHER OPERATING EXPENSE	200	59.83	140.17	29.92%
405-561-532-30520	OPER SUPP-WATER HEATERS	2,000	-	2,000.00	0.00%
405-561-532-30521	OPERATING SUPPLIES	200	-	200.00	0.00%
405-561-532-30522	OPERATING SUPPLIES - UNIFORMS	1,502	797.09	704.91	53.07%
	TOTAL GAS DISTRIBUTION	\$ 115,017	\$ 72,620.56	\$ 42,396.44	63.14%
	TOTAL GAS FUND	\$ 2,026,341	\$ 1,558,598.85	\$ 467,742.15	76.92%
	REFUSE ADMINISTRATION				
406-410-539-30443	RESIDENTIAL REFUSE	540,710	514,938.86	25,771.14	95.23%
406-410-539-30480	LANDFILL TIPPING FEES	56,618	48,884.19	7,733.81	86.34%
406-410-539-31443	COMMERCIAL REFUSE	488,601	445,918.88	42,682.12	91.26%
406-410-539-90990	TRANSFER PROFIT	125,950	107,813.20	18,136.80	85.60%
406-410-539-91000	BUSINESS ACTIVITY SHARED EXP	29,018	26,599.83	2,418.17	91.67%
	TOTAL REFUSE ADM	\$ 1,240,897	1,144,154.96	96,742.04	92.20%
	TOTAL REFUSE FUND	\$ 1,240,897	\$ 1,144,154.96	\$ 96,742.04	92.20%
	LANDFILL OPERATIONS				
407-422-536-10120	REGULAR SALARIES & WAGES	38,296	56,811.88	(18,515.88)	148.35%
407-422-536-10140	OVERTIME	5,075	5,035.67	39.33	99.23%
407-422-536-10210	FICA TAXES	4,851	4,270.36	580.64	88.03%
407-422-536-10220	RETIREMENT CONTRIBUTIONS	6,684	6,863.23	(179.23)	102.68%
407-422-536-10230	LIFE & HEALTH INSURANCE	14,266	15,254.56	(988.56)	106.93%
407-422-536-30312	ENGINEERING FEES	20,973	-	20,973.00	0.00%
407-422-536-30346	MONITORING FEES	49,950	41,302.27	8,647.73	82.69%

**CITY OF QUINCY, FLORIDA
BUDGET TO ACTUAL EXPENSES
AS OF AUGUST 31, 2013 (FY2013)**

<u>G/L ACCT #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL BUDGET</u>	<u>ACTUAL YTD</u>	<u>(OVER) UNDER BUDGET</u>	<u>PERCENT</u>
407-422-536-30430	UTILITIES	1,104	731.50	372.50	66.26%
407-422-536-30462	REPAIR & MAINT-EQUIPMENT & TOO	1,234	375.00	859.00	30.39%
407-422-536-30463	REPAIR & MAINT.-BUILDINGS & GR	1,002	-	1,002.00	0.00%
407-422-536-30491	OTHER OPERATING EXPENSE	6,680	2,245.97	4,434.03	33.62%
407-422-536-30493	TRAINING	1,000	-	1,000.00	0.00%
407-422-536-30501	PERMITS	200	50.00	150.00	25.00%
407-422-536-31000	OTHER OPERATING EXP - IT SUPPO	8,000	7,333.33	666.67	91.67%
407-422-536-90990	TRANSFER PROFIT	43,515	37,248.84	6,266.16	85.60%
407-422-536-91000	BUSINESS ACTIVITY SHARED EXP	49,675	45,535.42	4,139.58	91.67%
	TOTAL LANDFILL OPERATIONS	\$ 252,505	\$ 223,058.03	\$ 29,446.97	88.34%
	TOTAL LANDFILL FUND	\$ 252,505	\$ 223,058.03	\$ 29,446.97	88.34%
	TELECOMMUNICATIONS				
408-539-539-10110	EXECUTIVE SALARIES & WAGES	22,507	20,818.06	1,688.94	92.50%
408-539-539-10120	REGULAR SALARIES & WAGES	20,391	19,449.56	941.44	95.38%
408-539-539-10210	FICA	3,282	2,760.73	521.27	84.12%
408-539-539-10220	RETIREMENT CONTRIBUTIONS	5,148	4,820.76	327.24	93.64%
408-539-539-10230	LIFE & HEALTH INSURANCE	9,292	11,015.82	(1,723.82)	118.55%
408-539-539-30341	CONTRACTUAL SERVICES	44,776	68,688.00	(23,912.00)	153.40%
408-539-539-30343	PROFESSIONAL SERVICES	26,200	2,587.92	23,612.08	9.88%
408-539-539-30360	ADMINISTRATIVE SERVICES	454	-	454.00	0.00%
408-539-539-30370	MARKETING & ADVERTISING	2,000	1,728.00	272.00	86.40%
408-539-539-30402	TRAVEL EXPENSES	810	-	810.00	0.00%
408-539-539-30403	GAS & DIESEL	6,600	6,406.13	193.87	97.06%
408-539-539-30410	TELEPHONE	12,800	12,258.05	541.95	95.77%
408-539-539-30430	UTILITIES	13,126	9,250.94	3,875.06	70.48%
408-539-539-30461	REPAIR & MAINTENANCE	2,136	-	2,136.00	0.00%
408-539-539-30470	PRINTING & BINDING	2,200	-	2,200.00	0.00%
408-539-539-30491	OTHER OPERATING EXPENSES	5,350	9,426.24	(4,076.24)	176.19%
408-539-539-30511	OFFICE SUPPLIES	363	148.00	215.00	40.77%
408-539-539-30521	OPERATING SUPPLIES	7,819	1,884.65	5,934.35	24.10%
408-539-539-60644	EQUIPMENT	1,570	492.00	1,078.00	31.34%
408-539-539-70711	PRINCIPAL-NET QUINCY BLDG	19,535	18,000.55	1,534.45	92.15%
408-539-539-70712	PRINCIPAL CCB LOAN EQUIPMENT P	4,950	4,007.85	942.15	80.97%
408-539-539-70721	INTEREST-NET QUINCY BLDG	1,172	979.73	192.27	83.59%
408-539-539-70722	INTEREST CCB LOAN EQUIPMENT PW	800	677.42	122.58	84.68%
	TOTAL TELECOMMUNICATIONS	\$ 213,281	\$ 195,400.41	\$ 17,880.59	91.62%
	TOTAL ENTERPRISE FUND	\$ 23,180,824	\$ 19,114,710.10	\$ 4,066,113.90	82.46%
	TOTAL ALL FUNDS	\$ 31,180,356	\$ 26,274,991.81	\$ 4,905,364.19	84.27%



RECEIVED

Redacted

AUG 07 2013

FINANCE

FL CITY OF QUINCY
XXXX-XXXX-XXXX
July 05, 2013 - August 04, 2013

Purchasing Card

Company Statement

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

Payment Information
Statement Date 08/04/13
Payment Due Date 08/16/13
Days in Billing Cycle 31
Credit Limit \$250,000
Cash Limit \$250,000
Total Payment Due \$4,161.60

Account Summary
Previous Balance \$14,151.26
Payments -\$14,151.26
Credits -\$204.00
Cash \$0.00
Purchases \$4,354.73
Other Debits \$0.00
Overlimit Fee \$0.00
Late Payment Fee \$0.00
Cash Fees \$0.00
Other Fees \$0.77
Finance Charge \$0.00
Current Balance \$4,151.50

Cardholder Activity Summary

Account Number Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
XXXX-XXXX-XXXX 1,000	0.00	0.00	728.31	728.31
XXXX-XXXX-XXXX 500	0.00	0.00	220.93	220.93
XXXX-XXXX-XXXX 1,500	0.00	0.00	45.97	45.97
XXXX-XXXX-XXXX 3,500	0.00	0.00	1.00	1.00

[Redacted line]

Account Number: XXXX-XXXX-XXXX
July 05, 2013 - August 04, 2013

Total Payment Due **\$4,151.50**
Payment Due Date **08/16/13**

Enter payment amount

\$ [Microprint area for entering amount]

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

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

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

FL CITY OF QUINCY **N0013371
404 W JEFFERSON ST
QUINCY, FL 32351-2328

[Redacted line]



Posting payments: Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

Service for the hearing impaired (TTY/TDD): Contact our service for the hearing-impaired at 1.800.222.7365.

Telephone monitoring: For the purposes of monitoring and improving the quality of service, Bank's supervisory personnel may listen to and/or record telephone calls between Bank employees and any person acting on Company's behalf.

Disclosure: We may furnish to your employer information concerning your use of your account. To read more about our information disclosure, please visit www.bankofamerica.com/corporatecarddisclosure or call the customer service number listed on your statement to request a copy.

In case of errors or questions about your bill: Errors or questions about your bill must be received in writing no later than 60 days after we sent you the first statement on which the error or problem appeared. Please mail this information to BANKCARD CENTER, PO BOX 982238, EL PASO, TX 79998-2238. Your letter must include the following information:

- The company name, cardholder name and account number in question.
- The dollar amount of the suspected error.
- A written description of the error and why you believe there is an error. If you need more information, describe the item you are unsure about.



Customer Service:	For questions regarding transactions, general assistance, and reporting lost and stolen cards, call:	
	<u>Within the U.S.</u> 1.888.449.2273	<u>Outside the U.S.</u> 1.509.353.6656 (collect calls accepted)

Thank you for your business.

Please write your change of address here:

Street	

City	

State	Zip
()	()
_____	_____
Home Phone	Business Phone

Posting payments: Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

Cardholder Activity Summary

Account Number Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
XXXX-XXXX-XXXX 9,800	0.00	0.00	100.00	100.00
XXXX-XXXX-XXXX 1,500	0.00	0.00	238.95	238.95
XXXX-XXXX-XXXX 1,296	204.00	0.00	768.63	564.63
XXXX-XXXX-XXXX 2,500	0.00	0.00	1,756.71	1,756.71
XXXX-XXXX-XXXX 2,713	0.00	0.00	495.00	495.00

Transactions

Posting Transaction Date	Date	Description	Reference Number	MCC	Charge	Credit
FL CITY OF QUINCY						Total Activity
Account Number: XXXX-XXXX-XXXX						-\$14,151.26
07/09	07/08	PAYMENT THANK YOU	1907099463003AZ	70000003189825077099463	0008	6,409.55
08/01	07/31	PAYMENT THANK YOU	2138515138010AZ	70000003212825078515138	0008	7,741.71
Account Number: XXXX-XXXX-XXXX						Total Activity
07/16 07/15 W & L TIRE & WHEEL CO INC QUINCY FL						293.42
07/19 07/18 LOWES #00716* TALLAHASSEE FL						46.05
07/22 07/19 W & L TIRE & WHEEL CO INC QUINCY FL						203.82
07/29 07/25 SELLERS TILE DISTRIBUTORS229-4357474 FL						185.02
Account Number: XXXX-XXXX-XXXX						Total Activity
07/05 07/02 SLIDESHOP.COM SLIDESHOP.COMCA						59.00
07/24 07/22 HOME HEALTH EDUCATION WINTER PARK FL						42.00
07/24 07/22 HOME HEALTH EDUCATION WINTER PARK FL						30.00
07/31 07/30 GADSEN COUNTY TAX COLL QUINCY FL						89.93
Account Number: XXXX-XXXX-XXXX						Total Activity
07/17 07/16 WAL-MART #0488 QUINCY FL						45.97
Account Number: XXXX-XXXX-XXXX						Total Activity
07/24 07/23 WWW.TAILPLAY.NET 877-717-3330 DE						1.00
Account Number: XXXX-XXXX-XXXX						Total Activity
07/31 07/29 CREEK ENTERTAINMENT GR TALLAHASSEE FL						100.00
Account Number: XXXX-XXXX-XXXX						Total Activity
07/17 07/16 BUDGET PRINTING CENTERS 850-576-3332 FL						98.94
07/23 07/22 EVERITE TIME & EQUIPMENT,800-397-0707 FL						45.00
07/25 07/24 THE UPS STORE 2281 TALLAHASSEE FL						34.28
07/25 07/24 WAL-MART #1408 TALLAHASSEE FL						60.73
Account Number: XXXX-XXXX-XXXX						Total Activity
07/05 07/03 OFFICE DEPOT #2669 TALLAHASSEE FL						209.98
07/09 07/08 WAL-MART #0488 QUINCY FL						41.50
07/10 07/09 LOWES #00716* TALLAHASSEE FL						81.60
07/11 07/09 FRED'S 00027052 QUINCY FL						65.79
07/11 07/10 WAL-MART #0488 QUINCY FL						85.37
07/11 07/10 WAL-MART #0488 QUINCY FL						74.18
07/12 07/11 WAL-MART #0488 QUINCY FL						49.08
07/16 07/15 WAL-MART #0488 QUINCY FL						55.64
07/16 07/15 WAL-MART #0488 QUINCY FL						74.18
07/17 07/16 WAL-MART #0488 QUINCY FL						121.68
07/18 07/15 WAL-MART #0488 QUINCY FL						55.64
07/24 07/23 WAL-MART #0488 QUINCY FL						28.35
07/26 07/25 WAL-MART #0488 QUINCY FL						29.64



Transactions

Posting Transaction

Date	Date	Description	Reference Number	MCC	Charge	Credit	Total Activity
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Account Number: XXXX-XXXX-XXXX 1,756.71

07/05	07/01	SKYPE	44870835190	74198813185326764823604	4814	2.99		
07/05	07/05	INTERNATIONAL TRANSACTION FEE		74198813185326764823604	0001	0.02		
07/08	07/05	DT2GO	850-810-4246 FL	24506013186980168911154	7372	75.00		
07/08	07/05	HST*paullstours.com	866-5734678 UT	24906413186002197850532	5968	107.88		
07/08	07/06	HST*paullstours.com	866-5734678 UT	24906413187002207423683	5968	10.99		
07/08	07/07	CTC*CONSTANTCONTACT.COM	855-2295506 MA	24906413188002212095426	5968	15.00		
07/08	07/07	8X8, INC. 888-898-8733	888-8988733 CA	24436543189004924808486	4816	34.96		
07/08	07/07	8X8, INC. 888-898-8733	888-8988733 CA	24436543189004924809252	4816	34.96		
07/08	07/07	8X8, INC. 888-898-8733	888-8988733 CA	24436543189004924809286	4816	34.96		
07/09	07/08	PAYPAL *SAVMYSERVER	402-935-7733 GA	24492153189849637752465	7372	396.32		
07/09	07/08	WUFOO.COM/CHARGE	813-4213676 CA	24906413189002233687887	5968	29.95		
07/11	07/10	CDW GOVERNMENT	800-800-4239 IL	24445003191300288027238	5964	187.00		
07/12	07/11	WAL-MART #0488	QUINCY FL	24226383193091002911414	5411	35.93		
07/15	07/14	YAHOO *QUINCYFAMILYME	408-916-2149 CA	24692163195000145376244	4816	35.85		
07/16	07/16	MYFAX *PROTUS IP SOLN	866-563-9212 GA	24692163197000764482230	5968	100.70		
07/16	07/15	ALFRESCO SOFTWARE	MAIDENHEAD	74830503196174157700767	8299	94.00		
07/16	07/16	INTERNATIONAL TRANSACTION FEE		74830503196174157700767	0001	0.75		
07/17	07/16	FEDEXOFFICE	00021212 TALLAHASSEE FL	24164073197069100231528	7338	37.94		
07/17	07/16	WAL-MART #0488	QUINCY FL	24226383198091004693783	5411	23.94		
07/17	07/17	MYFAX *PROTUS IP SOLN	866-563-9212 GA	24692163198000192346881	5968	6.80		
07/19	07/18	BARRACUDA NETWORKS INC	408-3425400 CA	24436543200004954788652	7372	200.00		
07/22	07/19	NEWTEK TECHNOLOGY SERVICE	602-5494157 AZ	24988943202700051730214	7372	25.95		
07/25	07/24	CITRIXONLINE.COM	855-837-1750 CA	24692163205000750838387	5968	49.00		
07/26	07/24	ADOBE SYSTEMS, INC.	800-833-6687 WA	24610433206004056003667	5969	69.99		
07/26	07/24	NEWTEK TECHNOLOGY SERVICE	602-5494157 AZ	24988943206700051730210	7372	25.95		
07/29	07/26	WAL-MART #4427	TALLAHASSEE FL	24226383207360013757197	5411	39.88		
08/01	08/01	MYFAX *PROTUS IP SOLN	866-563-9212 GA	24692163213000530255878	5968	5.00		
08/02	08/01	DT2GO	850-810-4246 FL	24506013213980169911102	7372	75.00		
							Total Activity	495.00

Account Number: XXXX-XXXX-XXXX 495.00

08/02	08/01	APGA SECURITY AND INTEGRI	202-4642742 DC	24755423213272132882118	8299	495.00	
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Finance Charge Calculation

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

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	0.00%	\$620.27	\$0.00
CASH	0.00%	\$0.00	\$0.00

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

Time Period 07/05/13 - 08/04/13	Due Date: 8/18/2013	BANK OF AMERICA	
	Invoice Date: 8/4/2013	P-CARD STATEMENT	
	Invoice #: Aug2013	Vendor# 11646	
Vendor Name	Amount	General Ledger #	Justification
W & L TIRE & WHEEL	293.42	001-450-541-30406	TIRES FOR POLICE VEHICLE
LOWES	46.05	001-430-541-60632	GROUT FOR CITY HALL
W & L TIRE & WHEEL	203.82	001-450-541-30406	TIRES FOR LAWN MOWER
SELLERS TILE DISTRIBUTORS	185.02	001-450-541-30406	TILE FOR CITY HALL
SLIDESHOP.COM	59.00	001-260-513-30511	SUPPLIES - MEDIA MATERIAL
HOME HEALTH EDUCATION	42.00	001-260-513-30493	HEALTHIER YOU PROGRAM BOOK-TRAINING MATERIAL
HOME HEALTH EDUCATION	30.00	001-260-513-30493	HEALTHIER YOU PROGRAM BOOK-TRAINING MATERIAL
GADSDEN COUNTY TAX COLL	89.93	001-220-521-60644	Title 2005- Ford Crown
WAL-MART	45.97	001-230-522-30511	CLEANING SUPPLIES
WWW.TAILPLAY.NET	1.00	002-250-552-30345	SEATING CHART TEMPLATE FOR LABOR DAY CONCERT
CREEK ENTERTAINMENT GR	100.00	001-160-512-30491	COUNTY AND CITY MANAGERS MEETING
BUDGET PRINTING CENTERS	98.94	001-210-521-30511	QPD VICTIM RIGHTS PAMPHLETS
EVERITE TIME & EQUIPMENT	45.00	001-210-521-30511	RIBBON FOR TIME CARD MACHINE
THE UPS STORE	34.28	001-210-521-30492	SENDING TECHNICAL EQUIPMENT TO CA FOR CID
WAL-MART	60.73	001-210-521-30521	CRIMINAL INVESTING OFFICE SUPPLIES
OFFICE DEPOT	209.98	001-310-572-30491	EASELS FOR HORSESHOE TOURNAMENT
WAL-MART	41.50	001-310-572-30491	LABOR DAY DECORATION FOR REC CENTER
LOWES	81.60	001-440-572-30391	CEILING TILE FOR ROOM IN REC
FREDS	65.79	001-440-572-30391	POOL TOYS
WAL-MART	85.37	001-440-572-30391	CLEANING SUPPLIES FOR REC CENTER
WAL-MART	(74.18)	001-440-572-30391	RETURNED UMBRELLA FROM POOL WHICH BROKE
WAL-MART	49.08	001-440-572-30391	VACUUM FOR FRONT OFFICE
WAL-MART	55.64	001-440-572-30391	RECREATIONAL ITEMS
WAL-MART	(55.64)	001-440-572-30391	RETURNED RECREATIONAL ITEMS
WAL-MART	(74.18)	001-440-572-30391	RETURNED UMBRELLA FOR POOL
WAL-MART	121.68	001-440-572-30391	FRAME TO HAND PERMITS FOR THE POOL. CHAIRS FOR THE REC
WAL-MART	28.35	001-310-572-30491	CLEANING SUPPLIES FOR REC CENTER
WAL-MART	29.64	001-440-572-30391	PAINT FOR BLEACHERS INSIDE REC
SKYPE	2.99	508-539-539-30410	BACK PHONE NUMBER - DISASTER PLANNING
INTERNATIONAL TRANSACTION FEE	0.02	508-539-539-30410	SKYPE TRANSACTION FEE
DT2GO	75.00	508-539-539-30341	MYQUINCY.NET HOSTING SERVICES
HST*PAULSTOURS.COM	107.88	408-539-539-30491	CUSTOMER WEBHOST/RESELL
HST*PAULSTOURS.COM	10.99	408-539-539-30491	DOMAIN REGISTRATION
CTC*CONSTANTCONTACT.COM	15.00	408-539-539-30491	EMAIL BLAST SERVICE
8XB INC	34.96	508-539-539-30410	QPD TIP LINE
8XB INC	34.96	508-539-539-30410	HR-EMPLOYEE HOTLINE
8XB INC	34.96	408-539-539-30410	NETQ-IT AFTER HOURS #
PAYPAL * SAVMYSERVER	396.32	508-539-539-60644	CITY-BACKUP SERVERS FOR QPD
WUFOO.COM	29.95	508-539-539-30491	CITY INSTANT ALERT FORM REGISTRATION TOOL
CDW GOVERNMENT	187.00	508-539-539-30521	CITY-VOIP TELEPHONE HANDSET FOR STAFF
WAL-MART	35.93	508-539-539-30521	HDMI CABLE FOR COMMISSION CHAMBER
YAHOO	35.85	408-539-539-30491	CUSTOMER-RESELLER ACCOUNT: BILLED QUARTERLY WEB HOSTING
MYFAX *PROTUS IP SOLN	10.00	001-310-572-30410	City fax services fee - REC
MYFAX *PROTUS IP SOLN	10.70	408-539-539-30410	City fax services fee - NetQ
MYFAX *PROTUS IP SOLN	10.00	002-250-552-30410	City fax services fee - CRA
MYFAX *PROTUS IP SOLN	10.00	001-260-513-30491	City fax services fee - HR
MYFAX *PROTUS IP SOLN	10.00	001-271-513-30410	City fax services fee - FIN
MYFAX *PROTUS IP SOLN	20.00	001-160-512-30410	City fax services fee - CMO
MYFAX *PROTUS IP SOLN	10.00	001-210-522-30410	City fax services fee - QFD
MYFAX *PROTUS IP SOLN	20.00	001-210-521-30410	City fax services fee - QPD
ALFRESCO SOFTWARE	94.00	508-539-539-30491	CITY SHAREPOINT SERVICES
INTERNATIONAL TRANSACTION FEE	0.75	508-539-539-30410	FAX SERVICES TRANSACTION FEE
FEDEXOFFICE	37.94	408-539-539-30521	NETWORK DIAGRAMS COPIED
WAL-MART	23.94	508-539-539-30491	CITY SURGE PROTECTORS FOR WORKSTATIONS
MYFAX *PROTUS IP SOLN	6.80	508-539-539-30410	CITY FAX SERVICES
BARRACUDA	200.00	508-539-539-30341	CITY OFF SITE BACK UP SERVICE
NEWTEK TECHNOLOGY	25.95	508-539-539-30491	MAINSTREET DNS
CITRIXONLINE.COM	49.00	508-539-539-30410	CITY WEB CONFERENCE TOOL
ADOBE SYSTEMS	69.99	508-539-539-30521	CITY SUBSCRIPTION TO ADOBE SYSTEMS
NEWTEK TECHNOLOGY	25.95	508-539-539-30491	QPD DNS HOSTING
WAL-MART	39.88	508-539-539-30491	LAPTOP CASE FOR FINANCE DEPT
MYFAX *PROTUS IP SOLN	5.00	508-539-539-30410	CITY FAX SERVICES
DT2GO	75.00	508-539-539-30491	CITY WEBSITE MONTHLY RECURRING CHARGE
APGA SECURITY AND INTEGRI	495.00	405-520-532-30341	MEMBERSHIP FOR REQUIRED DIMP PLAN
TOTAL	4,151.50		