

City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

www.myquincy.net



Tuesday – September 10, 2019

6:00 PM

City Hall Commission Chambers

City Commission

Mayor Keith Dowdell - District One

Mayor Pro-Tem Ronte Harris - District Three

Commissioner Angela Sapp - District Two

Commissioner Freida Bass-Prieto - District Four

Commissioner Daniel McMillan - District Five

"In the Heart of Florida's Future"

AGENDA FOR THE REGULAR MEETING
OF THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday~September 10, 2019
6:00 PM
City Hall Commission Chambers

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Special Presentations by Mayor or Commission

Approval of the Minutes of the Previous Meetings

1. **Approval of Minutes of the 6/14/2019 Regular Meeting**
 - Sylvia Hicks, City Clerk
2. **Approval of Minutes of the 6/25/2019 Regular Meeting**
 - Sylvia Hicks, City Clerk
3. **Approval of Minutes of the 8/13/2019 Regular Meeting**
 - Sylvia Hicks, City Clerk
4. **Approval of Minutes of the 8/27/2019 Regular Meeting**
 - Sylvia Hicks, City Clerk

Proclamations

Public Hearings and Ordinances as Scheduled or Agendaed

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

Resolutions

Reports by Boards and Committees

Reports, Requests and Communications by the City Manager

5. **Gas Rate Adjustment**
 - Jack L. McLean Jr., City Manager
 - Robin Ryals, Utilities Director
6. **Request to Purchase Transformer**
 - Jack L. McLean Jr., City Manager
 - Robin Ryals, Utilities Director

7. RFQ for City Attorney Services

- Jack L. McLean Jr., City Manager
- Ann Sherman, Human Resources Director

8. July Human Resources Report

- Jack L. McLean Jr., City Manager
- Ann Sherman, Human Resources Director

9. Code Enforcement Report

- Jack L. McLean Jr., City Manager
- Bernard Piawah, Building and Planning Director

10. July Police Reports

- ◆ Monthly Traffic Report
- ◆ Crime Report
 - Jack L. McLean Jr., City Manager
 - Glenn Sapp, Police Chief

11. July Fire Reports

- ◆ Monthly Activity Report
- ◆ District Calls
 - Jack L. McLean Jr., City Manager
 - Curtis Bridges, Fire Chief

12. July Finance Reports

- ◆ P-Card Statements
- ◆ Allocations
- ◆ Arrearage Report
- ◆ Cash Requirements
- ◆ Financial Report
 - Jack L. McLean Jr., City Manager
 - Marcia Carty, Finance Director

Other Items Requested to Be Agendaed by Commission Member(s), the City Manager and Other City Officials

Comments

- City Manager**
- City Clerk**
- City Attorney**
- Commission Members**

Comments from the Audience

Adjournment

*Items not in Agenda Packet

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105. Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 618-0020 in advance.

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
June 14, 2019
6:00 P.M.

The Quincy City Commission met in regular session, Friday, June 14, 2019, with Mayor Commissioner Keith Dowdell presiding and the following present:

Commissioner Daniel McMillan
Commissioner Ronte Harris
Commissioner Frieda Bass-Prieto
Commissioner Angela G. Sapp

Also Present:

City Manager Jack L. McLean Jr.
Interim City Attorney Gary Roberts
Police Chief Glenn Sapp
Planning Director Bernard Piawah
Fire Chief Curtis Bridges
Utilities Director Robin Ryals
Interim Finance Director Jeff Williams
Recreation Director DeCody Fagg
Recreation Supervisor Shawanna Moye
Grants Writer Beverly Nash
Executive Assistant to the City Manager Vancheria Perkins
Sergeant at Arms Officer Jarvis Taylor

Call to Order:

Mayor Dowdell called the meeting to order.

Approval of the Regular Scheduled Meeting to Convene at the Advertised Date and Time

Commissioner Harris made a motion that the regular scheduled meeting of the Quincy City Commission convene at the advertised time which is today, June 14, 2019 at 6:00 pm. Commissioner Sapp seconded the motion.

Commissioner Bass-Prieto had objections to the Rescheduling of the Commission Meeting, Commissioner's availability, interference with Food Truck Friday and the Art Center Event.

Attorney Roberts replied that he doesn't see in the City's charter where it says Commissioner Harris can't make the motion because he's a commissioner, duly elected like Commissioner Bass-Prieto. He's making a motion and he'll have the opportunity to discuss it. Attorney Roberts stated that Commissioner Harris made a motion and it was

seconded. Commissioner Bass-Preito stated she thinks the whole way this was handled is a violation of the charter.

Commissioner McMillan stated that this is a blatant disregard for the City's charter; it violates it grossly. He stated the Charter specifically says in order for a meeting to be rescheduled or canceled, it takes a majority vote of the commission. Commissioner McMillan stated the Commission coming now and making a vote to carry on with a regular meeting at this point and time also violates the charter because things can not be done after the fact. He added that the Commission should've called a special meeting or either convened the regular meeting and then if the subject on the agenda was too sensitive, then the agenda could've been amended.

The motion carried three to two with Commissioner Bass-Prieto and Commissioner McMillan casting the nay votes.

Approval of Resceduling of the Regular Meeting by the Commission

Commissioner Harris made a motion to have the rescheduling of the regular meeting of the Quincy City Commission scheduled for Friday, June 14, 2019 at 6pm be hereby considered approved by the Commission. Commissioner Sapp seconded the motion.

Commissioner McMillan asked Attorney Roberts, what is the City's obligation as far as advertisement for regular scheduled meetings. Attorney Roberts replied that all meetings have to be advertised; publications. Commissioner McMillan asked if simply posting something on the door for a regular meeting would suffice. Attorney Roberts replied that is publication. The Attorney asked City Manager McLean how was the meeting advertised.

City Manager McLean indicated that it was actually advertised both, it was placed on the building and it was also advertised in the newspaper. He added that there is a copy of the notice of the rescheduled city commission meeting and it was advertised in the Gadsden County Times.

Attorney Roberts stated that he interprets that you (Commisisoner McMillan) are a commissioner just like everyone else and have the ability to police yourselves and determine how meetings should and should not be conducted; With a 3/2 vote, regardless of how the previous two votes may go, the Commission has the ability to determine when or where meetings can be held and how meetings can be held and that's what's happening today.

Commissioner Harris stated he values the Attorney's opinion on whether the charter is being violated and the attorney says it's not. Commissioner Harris indicated that he would like Commissioner Bass-Prieto to understand that the reason he is in support of this rescheduled meeting is, because he received an agenda on Friday and was well prepared to attend that meeting by phone and knew that he would not be able to vote. He added that because of Commissioner Bass-Prieto's request to add an agenda item that he thought required his presence, is the reason he's in support of this rescheduled

meeting. Commissioner Bass-Preito replied that she understood Commissioner Harris' concerns but wanted him to understand that she requested the item be in the agenda a week beforehand but Mr. McLean did not add it. City Manager McLean added that he did not see the email before the agenda was sent out.

Motion carried three to two with Commissioner McMillan and Commissioner Bass-Prieto casting the nay votes.

Invocation and Pledge of Allegiance

Invocation was led by Utilities Director Robin Ryals followed by the Pledge of Allegiance.

Approval of the Amended Agenda

Commissioner Harris made a motion to approve the agenda as amended for June 14, 2019. Commissioner Sapp seconded the motion. The ayes were unanimous. The motion carried five to zero.

Approval of the Minutes of the Previous Meetings

Approval of Minutes of the May 7, 2019 Special Meeting

Commissioner Sapp made a motion to approve the minutes of the May 7, 2019 Special Meeting with corrections if necessary. Mayor Dowdell seconded the motion. Commissioner Sapp stated that corrections on page 3 there's a word missing that is very important in the third paragraph, last sentence: "there is a cap in which an employee is paid" and it should read "If there is a cap in which an employee is paid". Commissioner Sapp stated that in the next two paragraphs down there's a mention of meeting somebody named Jack "that is when he met Jack". She stated that she don't know who that other Jack is, but you ought to find what that person's last name is for the minutes. Motion carried five to zero.

Approval of Minutes of the May 28, 2019 Regular Meeting

Mayor Dowdell made a motion to approve the minutes of the May 28, 2019 meeting with corrections if necessary. Commissioner Harris seconded the motion. Commissioner Sapp stated on page eight there is a small missing word in the fourth paragraph, just below the middle of the page where it talks about moneys in a line item of Building and Planning for demolitions. "He stated that no we have spent any of the funds", should include a not, "we have not spent any of the funds". The motion carried five to zero.

Proclamations

Proclamation - Honoring the Memory of Dr. LaSalle D. Leffall Jr.

Mayor Dowdell read the following proclamation:

Whereas, the City of Quincy Mayor and City Commission wish to recognize **Dr. LaSalle D. Leffall Jr.**; a devoted husband to Ruthie Leffall and father to LaSalle D. Leffall III; and

WHEREAS, **Dr. LaSalle D. Leffall Jr.** was born on May 22, 1930 to Lula Jourdan and LaSalle Leffall, Sr. in Tallahassee, Florida but grew up in Quincy, Florida; and

WHEREAS, **Dr. LaSalle D. Leffall Jr.** graduated from Dr. Wallace S. Stevens High School at the age of 15 in 1945, was awarded his B.S. degree summa cum laude from Florida A & M College in 1948, and at the age of twenty-two earned his M.D. degree from Howard University College of Medicine; and

Whereas, **Dr. LaSalle D. Leffall Jr.** served as a visiting professor at over 200 medical institutions in the U.S. and abroad and authored or coauthored over 130 articles and chapters; he was a diplomat of the American Board of Surgery and a fellow to both the American College of Surgeons and the American College of Gastroenterology; his professional life was devoted to the study of cancer, especially among African Americans; and

WHEREAS, **Dr. LaSalle D. Leffall Jr.** was a noted surgeon, oncologist, medical educator and civic leader, and the recipient of many awards; he taught over 4,500 medical students and trained at least 250 general surgery residents; and

WHEREAS, **Dr. LaSalle D. Leffall Jr.**, served as the first African American president of the American Cancer Society in 1978; in 1995 Dr. Leffall was elected President of the American College of Surgeons and in 2002 he was named Chairman of the President's Cancer Panel; and

Whereas, **Dr. LaSalle D. Leffall Jr.** impacted the lives of many students from the Gadsden County Community, and in 1997, Dr. Leffall presented \$350,000 to Florida Agricultural and Mechanical University, establishing the "Martha J. and LaSalle D. Leffall Sr. Endowed Scholarship" in honor of his parents which awarded scholarships for Gadsden County students and professorships in science; and

WHEREAS, **Dr. LaSalle D. Leffall Jr.**, who departed this life on May 25, 2019, was a true legend; he leaves behind an indelible legacy of integrity in public life, compassion and loyalty in his private life, and diligence and dedication in all his chosen endeavors; and

WHEREAS, it is fitting that this City should pause to remember the bountiful life of this exceptional and gifted legend; and now

BE IT RESOLVED, that I, Keith A. Dowdell, Mayor of the City of Quincy, Florida, along with my colleagues: Mayor Pro-Tem Ronte Harris, Commissioner Angela Sapp, Commissioner Freida Bass-Prieto, and Commissioner Daniel McMillan collectively and individually honor

the memory of **Dr. LaSalle D. Leffall Jr.**, reflecting fondly upon his impeccable character and his unfaltering commitment to living the exemplary life with courage and conviction.

BE IT FURTHER RESOLVED, that the City of Quincy expresses its sympathy and offer our condolences to the family of **Dr. LaSalle D. Leffall Jr.**

BE IT FURTHER RESOLVED, that an appropriate copy of this Proclamation be given to the family of **Dr. LaSalle D. Leffall Jr.** on this day, June 11, 2019.

Public Hearing and Ordinance as Scheduled or Agendaed

Resolutions

Resolution No. 1390-2019 Memorandum of Agreement with FDOT for Road Maintenance

Commissioner Bass-Prieto stated that she noticed the money is a lot less than what we used to get and the MOA talks about mechanical sweeping. She asked how often does staff do that down US-90, Jefferson Street, with all the cars parked there and does our sweeping actually get rid of vegetation because it talks about removing the excess growth of grass and vegetation along the curbs and the side walks. City Manager McLean stated that staff do sweeping over areas and try to get up early in the morning to get it done; staff have to manually go back and pull out grass and scrape them out with an instrument.

Commissioner Bass stated she've noticed cutting is only required seven times a year. She asked for the actual cost because Staff does it more than seven times a year or grass would be high; how much are we losing doing this vs having them contracting out. City Manager stated that we're not making the full cost but it is a cooperative amount between the state and local government and it's something that almost all local governments do.

Commissioner Sapp made a motion to approve Resolution No. 1390-2019 – to award the Memorandum of Agreement with FDOT for Road Maintenance in the amount of \$28,998.48 per year for the next three years. Commissioner Harris seconded the motion. The motion carried five to zero.

Resolution No. 1391-2019 City of Quincy Junior Commission

Mayor Dowdell stated he wanted to establish a Junior Commission and allow them an opportunity to have meetings and present their ideas to the Commission; to get them more involved in what is going on in the local government and to get them interested in what is going on in City government. The Junior Commission will be following the manual directly from the Florida League of Cities.

Commissioner Harris made a motion to approve Resolution No. 1391-2019 in support of establishing the City of Quincy Junior Commission. Commissioner Sapp seconded the motion. Motion carried five to zero.

Reports by Boards and Committees

Reports Request and Communications by the City Manager

Special Use Permission – Daycare at 803 E. Jefferson Street

Commissioner Harris made a motion to approve the Special Use Request to locate a daycare facility at 803 E. Jefferson Street, Quincy. Commissioner Sapp seconded the motion. The motion carried five to zero.

Legislative Efforts Update

City Manager McLean gave the following report: the Legislative Session ended on May 4, 2019. All municipalities participated in funding the lobbyist; their contribution to that effort was \$6000. The City of Quincy had a direct request for about \$90,000 for the distance between what our insurance will provide and what FEMA may provide down the road; the legislature funded \$75,000 of those dollars to us. The County received about \$300,000 towards their infrastructure repairs. In line item 2314, the legislature provided 5 million dollars funded for infrastructure grants although not specifically related to the Hurricane, the covered is going to be directed in large towards that. We are one of the communities eligible to make an application for the 5 million dollars; Staff is evaluating that and likely will be submitting an application.

Line Item 2645-A, Hurricane Michael Recovery Fund Program that was funded \$25 million. There's also another \$115 million for hurricane recovery related to housing recovery. Our community had about 15-20% damage to homes and about 90% of that is related to roofs.

In addition, the City did something that the others were not able to do; our lift station request actually got approved in the house. It did not make it through the budget but it got the most interest out of our county in terms of lift station.

Staff has been doing is really good job of preparing to receive FEIMA money. Staff had to document everything; the date, the hours, how much time it took, what is the supporting documentation, for every dollar to receive. Staff has been doing a good job of doing that.

Summer Youth Program Update

City Manager McLean gave the following report: the Summer Youth Program has now started. There are 26 students that came; they were bright and eager and a beautiful collection of kids. They rank from 14 on up and have been assigned to all of the departments including the City Manager's office. Each departments submitted to the Manager how they're going to use the students and what path they're going to be doing. One group will be working out the NetQuincy building. They will be working on updating the Customer Service database; so the community will be hearing from us, asking for updated information as to address, telephone number, and email addresses because

that hadn't been done in awhile. Students will be able to cross reference the application process to make sure that the services that the customers applied for are actually being reflected on the bill and if there are services on the bill that should not be reflected. In order to complete 4700 customers, it will probably take at least two years to do. Hopefully the students will get trained and will show up next summer to complete the task. Mayor Dowdell suggested that the City do some kind of advertising to let the citizens know that the students will be visiting or calling them to get updated information.

Commissioner McMillan asked if there's 26 students that got chosen. He asked how was it done because the commissioners approved for 20. City Manager McLean stated they walked through the door; the information got out and number of students walked through the door and asked to be added to the list. City Manager stated they were justified in asking and they were processed; Staff will have to move about \$1000 - \$2000 to take care of the additional students.

Commissioner Bass-Prieto stated that it'd take about two years to complete updating the database but she would like to identify the elderly and medical dependence and that can't wait two years. She suggested that Staff work with the information that they already have from family members and churches to get a list of the medically needy and elderly people that might need assistance if there is another storm. The Manager replied that he will make it a priority. Commissioner Bass-Prieto asked if the students will have access to any confidential information. City Manager McLean stated all the information on the ADG system is public record. He added that social security numbers are not public records.

Commissioner Sapp stated that she appreciated going around the elderly people she didn't know in other districts prior to the storm. She added that one of the best ways to collect information about the elderly is to go out and walk your district and get to know them; if you knock on those doors you'll find that they will tell you their problems, they will tell you the help they need and that information can be brought back to Staff.

Debris Removal and Courtesy Cut Updates

City Manager McLean gave the following update: this report is to try to show the amount of work that was actually done in our county. We actually had Public Works along with the D & J Enterprise to haul 337 loads of vegetation and debris from the City of Quincy residents which totaled about 6,472 cubic yards or 1,747 tons; Public Works is still doing that. Staff has not been able to stop because D & J made the initial push and left in January or February but citizens did not have the means or the time to do it. Public Works will continue, however our equipment has been strained. The last assignment that staff had in terms of removing stuff resulted in the hydraulics going out. We have old equipment and actually lost about five pieces of equipment during that time.

Update On Private Property Owners Response To Hurricane Michael Recovery

Building and Planning Director Piawah gave the following report: this is an update of the extent to which property owners have been repairing their homes after Hurricane

Michael. Mr. Piawah stated that the City has issued 471 permits; 261 of those involved roof related damage from the storm. The other 210 was for a variety of other improvements to private properties which may not have been due to the hurricane. The advantage of this extending or improving helps the City advance the value of those homes that would otherwise depreciate very rapidly.

City Manager McLean added that the whole community benefited because the County actually waived their fees; the City waived ours a little bit longer and it cost about \$75,000-\$100,000 on waiving them. The program ended in April after advertising. Citizens have been thanking the City for all that it has done to help them get out of this recovery. This City has been investing and finding help for people to recover from the storm.

Solar Array Project Update

Utilities Director Robin Ryals gave the following report: the Solar Array Project is a loan program from DEP to build a solar energy system to offset the cost of waste water treatment plant and the utility electric bills to operate those facilities and lift stations so that it will, even on a less than perfect day, be able to supply the power that we would use on that day to our sewer utility and water utility bills in that sense. One of the benefits will be on the days we have stellar sunshine, we would produce more energy which will help us to shave our peak charges. It'll also help the overall system when the peak goes up as it gets really hot during the days or times that the load is great on our station, it would offload onto the system from the battery and prevent the peak from going higher than it needs to and even save some dollars.

Mr. Ryals reported that the peak charges are a lot greater than the per kilowatt charges, so the more that we can shave our peak charges, which is based at \$6 or \$7 a kilowatt hour, it's going to save the City in bigger dividends and help the City to actually become more profitable. Overall with the peak shave on the stellar days and then on the non-stellar days, the City would still generate enough energy to produce what is needed to run our lift stations and other sewer related entities.

City Manager McLean added that this is a loan and was initially set out to be a little bit over \$4 million to do this particular project and to generate additional money. However, this program is set up so that the City can get almost essentially a draft for 100% of the money if we meet certain conditions and one of the conditions that we had to do was the asset management study.

Mr. Ryals stated that this is a good long range tool that's going to help the City in the future to be able to apply for grants to help our sewer system and some of our infrastructure as well. There are also other opportunities that may be identified to help us more with our infrastructure through the Florida Rural Water Association; the work they're doing is at absolutely no cost to the City of Quincy. It is all basically because we're a part of the Florida Rural Water Association that there is no cost to us for this benefit of this asset management. The loan is 80% forgiveness, which means a lot. For the City, that's knocking about \$3 million off it.

Commissioner Bass-Preito stated that 20% of \$4,000,386 and \$468 is not \$591, it is \$872,976. Commissioner Bass-Prieto asked how much does the City have existing in the revolving

loan for the sewer and water. Mr. Ryals stated that he thinks it's a quarter percent. City Manager McLean stated that he thinks in terms of the sewer and water the loan is about four to five million dollars.

Commissioner Bass-Preito stated that DEP was telling the City in order to qualify for this loan, we had to raise our rates. She asked the Manager if we're looking at adding to the citizens' debt, because it's not our debt, it's the citizens' debt; almost a million dollars. She asked do we have enough money to cover this debt. City Manager McLean stated that we are actually generating with this particular grant, excess revenue so we can help lower our cost because we will make money. He added that it's the first time that the City will be in a position to actually start to generate electricity as opposed to having to continue to buy it; but to answer the question as to if the City has the capacity to do it. The answer is yes we do, but the asset management study will answer that question and that will be completed in August. Also there is an escalator that will keep pace with the devaluing cost of money value money over time and that is built into the City's ordinance.

Commissioner Harris stated that he had urged the City Manager to pursue this project and thanked Staff for the time and attention they put into the project to see it through. He stated that he want to pursue other options for our City because we have to look to the future and we're going to see a benefit down the road. He indicated that Hurricane Michael exposed a lot of infrastructural deficiencies and a lot of it had to do with the fact that we practice being over conservative; we need to pursue options and pursue avenues, and not look for the immediate return on it, but look for what it's going to do for us in the future.

Commissioner McMillan stated there was money transferred out of SmartGrid into the City's regular operating account to cover payroll on a regular basis. He added that to go back and say it's because of the naysayers that the City is in the position that we're in;. Commissioner McMillan stated that when he first came on the commission in 2014, the City was broke. He stated that he thinks the Solar Array Project is a great thing but the Commission voted to go outside and do the asset management plan but did not vote to move forward with Solar Array. Commissioner McMillan stated that the City Manager told the Commission that he would not move the Solar Array project forward without it coming back before the Commission. Mayor Dowdell stated we need to get back on track with the agenda; tThat is not on the agenda. Commissioner McMillan stated the Solar Array project is exactly what we are speaking about at this moment and it is an agenda item.

Mayor Dowdell stated what the Commission voted on was the step process. Commissioner McMillan stated that's correct, so it will come back before the Commission for approval. Mayor Dowdell indicated that the Commission voted to have the planning grant; once we get the planning grant, the planning phase of that money is what's being spent. The Commission voted to the agreement that we did not want to have 100% of that loan; we wanted to have the 80% forgiveness and reduce it down and the key to that was the asset management plan. Mayor Dowdell stated that the Commission will get to see that again and that asset management plan will be coming before you for a vote in another month or so.

Attorney Martin Levine Letter - Commissioner Frieda Bass Preto

Commissioner Bass-Preito stated that a complaint was received from a citizen through Mr. Levine and Stivers and under the charter the Commission can look at it. She asked the attorney how to proceed in this area; do you ask for a vote, do you hear from the citizen or what is the standard operating procedure. Mayor Dowdell asked the Attorney, since the letter came from an attorney, does that signify that a lawsuit is going to be filed; if so, should the Commission be discussing it.

Attorney Roberts replied that the letter did come from a law firm; it does have certain allegations. He stated that he doesn't look at it as a complaint that was given to the commission but as a notarized letter that was given to Attorney Levine and passed on to the commission and now being interpreted as a complaint. The Attorney added that we do not know whether or not there is an actual litigation in progress from Ms. Robinson because this looks like a precursor to litigation for which the commission is implicated. Attorney Roberts suggested that the matter not be brought up until the civil litigation process by Ms. Robinson be fully vetted in the judiciary.

Commissioner Bass-Preito stated it is her agenda item because it was brought forward to the Commission so she added it on the agenda to have the commission discuss it. She stated that we all see things in different levels, but charter violations are charter violations and it doesn't say anywhere in the charter that one is worse than the other or this is better than that; these are accusations of charter violations. She stated that is what was brought up against Commissioner McMillan, so if the Commission wants to say, we're not going to address it because there's a possibility of attorney involvement, is understandable the Commission doesn't have the right to say that one charter violation is worse or better than another charter violation. No further action was taken on this matter.

Comments

City Manager

City Manager Jack McLean stated the past needs to be left alone and move forward. Everybody has their own view irrespective of that. We have too many important things we could be dealing with going forward.

City Manager McLean reported that FDLE will be donating 10 self contained breathing apparatus and air packs to the fire department.

City Manager McLean reported that the Recreation Department King Street Pool opened on June 13th. Thanks to our Police Chief, Mr. Bell and Mr. Fagg for doing a really great job of getting the pool through the first time with no delays. We got through, and we operated on time.

City Manager McLean reported that the Police Department has received two new Tahoe trucks, He stated they will be seen around town.

City Manager McLean reported that Public Works Department has received three new work trucks; those are long overdue. He stated that the City actually lost a prison inmate crew because we didn't have the equipment; that crew got transferred. City Manager stated that he and Mr. Bell had a meeting with the Department of Corrections about trying to make sure we can get the crew back now that we have the equipment to be able to haul and move them about.

City Manager McLean reported that Parks and Recreation is going to have DeCody Fagg and Friends Skills and Technique Football Camp on Corry Field. It will be a football and cheer camp and is something that's been put on annually by the head of our Parks and Recreation Department. The registration is free for that day.

City Clerk – No Comments

City Attorney – No Comments

Commission Members

Commissioner McMillan stated that he wanted to touch basically on something the Manager said. He asked the Manager if he was trying to say that it was okay that the Administration before was the one that started transferring money out of Smartgrid. He asked if the Manager was saying he never transferred money out of Smartgrid for daily operations while being the Manager in 2013 and 14. City Manager McLean stated no he didn't knowingly and intentionally. Commissioner McMillan stated that it certainly happened. City Manager McLean stated he didn't see a letter in 2013 from the legislature about that but he saw one from 2015 and 2016. Commissioner McMillan stated that when you do it in 2013 and 2014, you're going to get a letter. Commissioner Sapp asked that the Commission calm down. Commissioner McMillan stated he would love to calm down but the manager is up here lying.

Commissioner Harris – No Comments

Commissioner Bass-Preito thanked Public Works for the new fence at the Alphonso Figures Park. She thanked the Utility Department for the trees that they cut down in Holiday Heights and the tree trimming along King Street.

Commissioner Bass-Prieto invited all the commissioners to the Senior Citizens' Appreciation Day at the Masonic Temple over in Shaw Quarters; It's an annual event. She stated that they will recognize the seniors on June 22nd from five to seven o'clock. She added if anybody needs a copy of the invitation, she has them.

Commissioner Bass-Prieto reported that she has been getting numerous calls about the speeding on King street and the semi trucks on King Street.

Commissioner Bass-Preito reported that she has been getting numerous calls on the problems being caused by the Masonic Hall on East Washington Street. She stated that she have been getting calls since she and the Manager email and she actually went over there. She asked the Manager to get with her for a concise list of what the City will

be doing or is doing to address this. Commissioner Bass-Prieto stated on East Washington, directly across the street from the Masonic Hall, there is furniture being dumped.

Commissioner Bass-Preito reported that there was a large pile of chairs and different furniture. She thanked Mr. McLean for the copy of the DRC contract. She asked the Manager to let her me know where the money is being put into the financial statement. She stated she is waiting on the following things: a list of the residential utility customers in district four, current employees and where their positions are corresponded to in the budget, a crime report from her district, a report on hurricane repairs to city owned buildings.

Commissioner Bass-Preito stated that she got phone calls and opened the newspaper to find out that our City Manager is suing FAMU. It was in the Tallahassee Democrat and it listed Mr. McLean as the Quincy City Manager. She stated it is a conflict.

Commissioner Bass-Prieto stated she is also concerned about complaints of the Manager not being in his office. She stated we ask our citizens to pay \$105,000; we need a full time Manager.

Commissioner Sapp stated that the Commission have got to do a better job of working together. We are auditors for our people, we are televised, we are representing the City. She stated we're moving forward in some areas, but there's a distaste, a dislike, there's some under current here; we've got to put things behind us. She stated that all these things that's coming from people that want to say we are in violation of charters; take it to the ethics committee.

Commissioner Sapp stated she owe her constituents the time that she's here. She stated that they say she's not full time. So, when she's here, she don't need to deal with this stuff. She added that she needs to talk about how to get the trash out in the neighborhood.

Commissioner Sapp reported that she had a community meeting last night and her District has one every second Thursday; a beautiful community meeting. She stded she wanted to thank Mr. McLean for coming out and for having the directors there and the Chief of Police. She stated her District talk about what they want to do to make the neighborhood better then leave with action items and come back and report those action items and that's what she wants to do.

Commissioner Sapp gave her condolences to the family of one of the former City employees, Mrs. Rosa Winbush, she lost her life last night in a horrific accident. She stated that the City Manager was in town last night, he was able to go. He and the Chief of Police was working because it just was a community need and they was dead tired. They worked hard all day, they came home and they went back and worked the crash scene.

Commissioner Sapp asked the Manager for a date to rename the fire station number two. City Manager McLean stated the plaques are being prepared and it takes about six weeks to process; we have four more weeks to go and as soon as that's completed, we'll set a date.

Commissioner Sapp stated that one of our joint constituents has concerns about the street sweeper.

Citizens to be Heard

Paula Phillips of 816 Sunset Drive stated several people was here last Tuesday, for the regular scheduled meeting, as were board commissioners, which we support. She stated she doesn't know why we couldn't have this meeting then then they found out that Mayor Dowdell rescheduled the meeting until the 9th.

Emmanuel Sapp of 821 2nd Street stated that he wanted to give some background then get right to the point. He stated he is a Republican and has been a Republican since 1974. He indicated that he sat there last week and observe people vote separately and everybody that say we don't have a problem, they lie. Mr. Sapp stated the worst thing that you can do is bother success. Like Americans, over here on the south side, they have generated more income to the City than the people that live north of Highway 90. He stated he pulled records, got the data, and it's factual. If people want to live in the subdivision or a township, to live different and to not live as a community, so be it; but in the meantime, we going to get along.

Emmanuel Sapp stated he would like to see the property on Washington Street on the next meeting agenda. He stated we don't own that property on Washington Street, the school board owns that property. We need to connect with the school board to see who purchased that property so we can continue to use it for our events.

Rolanda Jackson of 248 Grange Highway stated she's a 54 year old member of this community. She stated that we're going to get pass the past; some folks didn't like the decision to move on pass Commissioner McMillan's situation but we moved on. She added that we all are human beings but we are sick of this; this is petty. For whatever reason, the meeting was rescheduled. Mrs. Jackson stated the Recreation Department is doing a great job; Ms. Shawanna's doing a great job. She stated the Food Truck Fridays, she tried to support it but it needs a little help. Mrs. Jackson stated people want to handle Mr. McLean for not being in but no City Manager work in his offices eight to five but come up here at 11:00 at night; this man is here; he is here on the weekends, but the past administration left at 5:05pm and nobody was in the office.

Mayor Dowdell thanked the different departments from the City of Quincy that worked that incident last night; Staff did a fantastic job.

Mayor Dowdel stated that the youth commission got approved tonight and they're going to do amazing things. He added that our young folks are not involved in what's going on but they have a lot to say. 90% of the time, they have some valid reason why they do what they do.

Mayor Dowdell responded to Paula Phillips. He stated that Food Truck Friday is not a City function. He added that you cannot say anything and everything to people and think they're not going to say anything back, He asked that they stop running up on him aggressively, asking why you did this, or why you did that. Mayor Dowdell stated if you

want to know what's going on in the City, just like you all send all those emails to everybody; talk to your Commissioner. He stated that everybody knew there wasn't going to be a commission meeting from the beginning but wanted to prove a point, but we got to stop.

Mayor Dowdell reported that a lot of people can't afford medical help. He stated people can't afford health issues and he's working with some people to bring what is called the Freedom Clinic to Quincy and it should be up and running by August 15th. It's going to provide free health, vision, dental, and counseling; but it's income based.

City Manager McLean asked the Chief to come up and respond back to Commissioner Bass-Preito in terms of the Michael Moore Lodge. Police Chief Glenn Sapp stated this past week he has been working on the situation at the Michael Moore Lodge. Chief Sapp indicated that he is aware of the complaints because some of the citizens have emailed him personally at 2:00 in the morning. He stated he reached out to the members of the lodge and issued a Cease and Desist Notice. Chief added that Staff can do a review, a building inspection, compliance and zoning, to look at all of that. Commissioner Bass-Prieto stated she appreciated that immensely and requested a copy of the finished reviews of what is found. Chief Sapp stated that he went out and talked to some of the citizens on Love Street and Washington Street to let them know what he issued.

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

APPROVED:

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

ATTEST:

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

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
JUNE 25, 2019
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday, June 25, 2019, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Daniel McMillan
Commissioner Ronte Harris
Commissioner Freida Bass-Prieto
Mayor-Commissioner Angela G. Sapp

Also Present:

City Manager Jack L. McLean Jr.
City Clerk Sylvia Hicks
Interim City Attorney Gary Roberts
Police Chief Glenn Sapp
Planning Director Bernard Piawah
Public Works Director Reginald Bell
Fire Chief Curtis Bridges
Parks and Recreation Director DeCody Fagg
Human Resources Director Ann Sherman
Grants Writer Beverly Nash
Parks and Recreation Supervisor Shawanna Moye
Executive Assistant to the City Manager Vancheria Perkins
Matt Chester of Dewberry Engineering
Sergeant at Arms Lieutenant Eugene Monroe

Also Present: Former Mayor Commissioner Derrick D. Elias

Call to Order:

Mayor Dowdell called the meeting to order with invocation by Utilities Director Robin Ryals followed by the Pledge of Allegiance.

Approval of the Agenda

Commissioner Sapp made a motion to approve the amended agenda: thus adding a request from Antioch Missionary Baptist Church for road closure. Commissioner Harris seconded the motion. The ayes were unanimous. The motion carried five to zero.

Special Presentations by the Mayor or Commission

Approval of the Minutes of the Previous Meetings – None - The Manager stated that we do have the minutes in transcript form.

Proclamations

Proclamation Regarding June as World Elder Abuse Awareness Month

Mayor Dowdell proclaimed June as World Elder Abuse Awareness Month

Public Hearing and Ordinance as Scheduled or Agendaed

Public Opportunity to Speak on Commission Propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitation of Sec. 286.0114(3)(a), Fla. Stat.)

Resolutions

Reports by Boards and Committees

Reports, Request and Communications by the City Manager

Gadsden Art Center and Museum Presentation

Grace Robinson Executive Director of the Gadsden Art Center and Museum came before the Commission she thanked the Commission for their donations and support to the Art Center. She stated that they have had some major changes that included the ArtZone, open to the public 250 days with staffed services, served over 18,000 participants and had a total economic impact of \$935,000, served over 4,000 participant through children's programs served over 900 participant in the new ArtAone, served every 3rd grade student from George W. Monroe through the Art and Literacy program, served children afterschool at two Quincy partners' sites 2-4 times every month, and was recognized nationally for quality (Museum Magazine, November 2018). She stated that she is presenting for the Commission consideration to the Arts Center a request for \$7,500 in program support from the City for the FY 2019-2020. Commissioner Sapp thanked Ms. Robinson for all that she does for the City and the children. Commissioner Bass-Prieto thanked Ms. Robinson for a job well done. Commissioner Harris thanked Ms. Robinson. Mayor Dowdell thanked her and said keep up the good work.

Antioch Missionary Baptist Church Request

Ms. Loria Trumpet First Lady of Antioch Missionary Baptist Church came before the Commission to request that the City close the following streets corner of Clark and Clay, Laura and 12th and Clay at Laura. She stated that they will be host a Community event on July 13, 2019 and invited the Commission. Commissioner Sapp made a motion to approve the request. Commissioner McMillan seconded the motion. The motion carried five to zero. The Manager stated that he will bring back to the Commission a resolution to close the streets at the next meeting.

Request to Purchase Truck for Fire Department

Fire Chief Curtis Bridges came before the Commission requesting approval to purchase a 2020 Chevrolet Silverado 1500 crew cab truck for \$27,701 that will replace a 2003 Chevrolet Trail Blazer. He stated that the vehicle is needed to transport manpower, equipment during emergencies, fire inspections, smoke alarm installations, and utility reconnections. Commissioner Harris made a motion to approve the request. Mayor Dowdell seconded the motion. The motion carried five to zero.

Fire Department Reports

- Monthly Activity Report
- District Calls

Police May Traffic Report

Police Crime Report

Human Resources Monthly Report

May Financial Report

- P-Card Statements
- Allocations
- Arrearages Report
- Cash Requirements
- Financial Report – Commissioner Bass-Prieto had the following concerns: Manager’s salary, cost of the investigation i.e., subpoenas, overtime personnel, and transcripts; Fire Department the \$44,000-line item no funds has been expended; Police Department oil and diesel line item is over. Building and Planning Department since Hurricane Michael enforcement was halted and are we planning on doing any demolitions and the line item of contractual services; We have negative utilities in the park, Customer Service there is no budgeted position, the position for executive director; Electrical Administration unusual large some for legal ads; storm recovery we have positions available and are we planning on hiring anyone tis budget year. She had a question regarding the line crew; Honeywell loan did we pay too much. Responses: Chief Bridges stated that they are getting quotes for the roof and other item in the kitchen; Chief Sapp stated he would have to check on that matter; Mr. Piawah stated that we did do one house on 7th Street. The Manager stated he would get with Commissioner Bass on the other items.

Other Items Requested to be Agendaed by Commission Member(s), the City Manager, and Other City Officials

Commissioner’s Public Records Request

Commissioner Harris stated he wants the Commission to take a serious look at what Commissioner Bass is requesting is asking to do. He stated we have an obligation to our citizens as well as our employees and our City Manager. He asked if the request coming as a Commissioner or a citizen and asked if she intended to pay for them? Commissioner Harris stated that the Manager has responded to the request. He stated that that staff is being bombarded with records request and if all five of them bombard the Manager with records

no work will be done in this City. He stated that much of the documents that she is requesting dates back to 2012. He said hem him to see the relevance of those documents, and if these document the Commission needs to make a decision today he would be glad to support City staff in fulfilling those request. He stated that he is not in support of City staff being bombarded with public records request. He stated there is a lot of mudsling around here and if the purpose of the records requests from 2012 is gather more ammunition around this diocese he is not in support of that. That is a complete waste City staff time and of the Manager's time. He stated weather you respect or not or like him or not he has done an impeccable job for him and his district. He stated that he can call him anytime day or night and he gets anything done he ask him to do. He stated that it is not fair to bombard the Manager with this number of records request. He asked the Commission to figure out an avenue as to how to fulfill Ms. Bass request without interfering with normal day to day operation and normal working hours in order for the Manager do continue doing what he does for their districts. Commissioner Harris asked Ms. Bass-Prieto what is the relevance of the request and if she was going to pay for them.

Ms. Bass-Prieto asked Commissioner Harris which record request he was speaking of.

Mayor Dowdell stated when Commissioner has the flow please say what you got to say other Commissioners don't need to talk we need to do this orderly and asked the Attorney to read as to how a meeting is in session.

Mayor Dowdell asked the Attorney to read the information on decorum: The Attorney read the following: Section 2.67 of the Charter: 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. He stated in other words one person speaks at a time, don't slander, don't call each other names of that nature.

Commissioner Bass-Prieto stated that she hasn't made a record requests since becoming a Commissioner and the request that he is talking about is the smart-grid request. She stated she hope that he realizes that she had paid over three months ago \$500.00 for those request and as a citizen request asked for a legal opinion as to the number of records request the she makes and how that works. She stated that she doesn't believe that this Commission can tell any citizen they will not do their public records request, or making too many. She stated since being elected she have made request of Mr. McLean regarding our City she stated if need be she would put in in the form of a records request. She stated that she doesn't any problems paying for the requests and has been questioned on her public records before. She stated if you go back several years there were certain Commissioners was on a member that was on a recall committee that made extensive records request of the City. Mayor Dowdell asked Ms. Bass-Prieto if she understood the allegation she made and asked could she prove that, he stated that what you all got to stop doing and stop going back and forth talking about what somebody did and you don't have the evidence. Mayor Dowdell stated that you all is going to show us some respect really quick. Mayor Dowdell stated this is got to stop and is not going to continue we have a City to run we have things we have to do this bickering back and forth is nonsense and childish. He stated if she needs something from the City Manager go and see him setup an appointment with his secretary and we can clear all

this stuff up. He stated just saying stuff off the top of the hear that you can't prove it is irrelevant please stop it.

Commissioner Bass-Prieto asked for a legal opinion from our Attorney if there is any way that Commission can limit a private citizen on the records request they can make and she stated that every single records request she had made she paid for them the copies, and time of the individual that is preparing the records. She stated it is her right as a citizen to investigate the City as to how her money is being spent. She stated as need be as a Commission she can make a formal records request.

Mayor Dowdell stated when you asked an Attorney's opinion you can't do that as one Commissioner you have to get a majority of this board, make a motion and get a second vote on it for the Attorney to give an opinion. Mayor Dowdell stated correct him if he was wrong.

Attorney Roberts stated that he serves at the pleasure of each and every Commissioner as well as the Commission as a whole.

Commissioner Harris asked if there is any limit to making record request and asked what do you from all the request and what is you looking for if you tell us what you are looking for maybe we can help. He stated that as a Commission we can put parameters on public records request in the form of fees and the time in which and individual can work on this. He stated that we can hire someone part-time and let it be at the cost of the person making the request. He stated he don't have a problem with making the request he does have a problem with the work hours of things that he completely is irrelevant and if the Commissioner can share with him the purpose of wanting all those smart-grid documents from 2012 to present. Help him understand what she is looking for he can join the bandwagon.

Commissioner Bass-Prieto stated that we got a \$4.3-million-dollar grant and then float a \$6-million-dollar bond and lost a good bit of the grant. She stated she was told originally that we only lost a million, but look like we lost more. She stated that we had over \$10 million-dollars for smart-grid and here were are in 2019 and still don't have smart-grid that is what she is trying to ascertain. She stated she need the records to do that and it is her right under the Florida Sunshine Law to make records request to see how her tax dollars are being spent. She stated that was made in March and was not a Commissioner then and have waited more than three months and had paid five hundred dollars for that request. She stated that public records are a part of a City employee function and to pick her out to say that she is making too many that this not adding to the kumbaya.

Commissioner Sapp asked Commissioner Bass-Prieto if she had received all of the records she had requested. She replied no. Commissioner Sapp then asked what percentage had she received. Commissioner Bass stated a good majority there is some missing documents and have noted to the Manager and one from June of 2018 that she had not received. She stated that there are different avenues to go there if you don't receive your request she stated she have been very understanding and waiting and patience. The City should provide them in a reasonable time and she thinks a year is beyond reasonable. Commissioner Sapp stated that one of the things that stood out is if a citizen asked for a request we should honor that

request in a timely manner. She thinks the problem is that it is taking so long is that the request is so large and the sooner we give Ms. Bass her request the sooner we can move on.

City Manager Mclean stated that he has sent an email to the Commissioner and responded to what she has already and the final cost will not be \$500 because of the number of pages it is more than 3,000 documents. Commissioner Sapp asked the Manager what was in those boxes blocking the view of some of the citizens. The Manager stated that the request would fill those boxes and more given the voluminous of request that is why all those boxes are there.

Mayor Dowdell stated that he understands their gripe but we have an agenda we need to finish. He stated that he requested documents some years ago and he still have received them they even brought FDLE in and they stormed the whole building the document was not here but he next day they get a phone call stating we found the document. He stated that FDLE to the City Manager that he may need to get him a criminal attorney. He stated that all this records request we need to come up with a system even though we have to fulfill the request addressing the Attorney we need a plan as to how to do it. He stated he still don't have the document he requested the HR Director said she destroyed it but FDLE came in they said they found it. That is history now we can move on.

Commissioner Harris stated that he wants this Commission stop this an offered a motion to not allow this to happen during regular business hours and we fulfill what we can and she pay for a part-time person to come in and do this.

Commissioner Bass-Prieto stated that the Manager told her that she already had this information together that Commissioner McMillan's Attorney had made. So this copies and copies it looks to her is to get it off the computer, she stated that bank records are stored on the computer or disks. She stated that she is being charged for something that Commissioner McMillan. She stated that doing records request after hours we may need to review the Sunshine Law on the Attorney General recommendation on how to charge people for request and what is accurate and what is not. She stated part of our job is to give people what they want because we are spending their tax dollars and utility profits.

Mayor Dowdell stated that in the State of Florida we have what is call "Home Rule", we have our own rules at the City of Quincy you don't need to keep running to the State.

Commissioner Harris stated he will digress and allow this to rest. He stated that she keeps talking about tax dollars and citizen rights I just want us to understand that this City does not belong to a select few it belongs to all of us and he don't think his constituents would appreciate the Manager taking up all his time on one Commissioner record request.

Mayor Dowdell stated that we can set a workshop to discuss this but we need to move on with the agenda.

Comments

City Manager

The City Manager apologized to the Commission for being called the use of that word he was called at the last meeting. He stated that he would like to respond to that comment.

City Manager McLean announced that the City of Quincy will be close in observance of July 4th.

City Manager McLean reported that the City will have an employee appreciation luncheon on Wednesday, July 3, 2019 at the Ferolito Center beginning at 2:00 pm.

City Manager McLean reported that the Audit will be delivered on Friday, June 30, 2019 and it is on time.

City Manager McLean reported that he has hired a Finance Director Ms. Marcia Canty from Broward County and she will be her on July 8th.

City Manager McLean stated that Ms. Bass did request some information and was a portion of Commissioner McMillan's Attorney had requested some of the material did overlap but did not mirror what she had asked for. He stated it is not as easy to just pullout some bank records and checks that went along with smart-grid, sometime they are not matched up with bank records and that makes is complicated, asked for all the applications that was filed along with the smart-grid those were done electronically years ago and we change personnel and don't have anyone to keep up with the documentation he stated that he kept a book in the office that have drafts of what was submitted and execution plan; He picked up a note book and showed it to the audience. He stated it was said we had to pay the Federal Government back a million dollars we did not we received a million dollars. He stated the grant amount was \$4.5 million-dollars a 50 – 50 match. She requested papers and vendor that was associated with that million dollars and had responded to everything else. Commissioner Bass stated that the information she returned to him did not have any checks. The Manager stated it did he would have to show her where they are. He stated he can't attest to having all of the checks associated to the smart-grid and will give her the excel sheets.

The Manager stated that he apologized to the Commission he was called something that was not accurate and presented a power point of the documents. He stated he wanted to show that smart-grid he stated that a letter was sent back to the Joint Legislative Committee about the use of Bond funds and the letter dating 2015-2016 that the City did in fact use Bond funds. He stated he did not make up any statement about misuse of doings it was for a specific year 2015-2016.

He stated that it has been implicated that the City's Finances was horrible under his administration and will let the record speak for itself. He stated the bond rating in 2011 was an A- and went to an A+ and in 2017 it was a BBB+. He stated that was an issue of whether or not he used bond money he said yes we did use it. He stated the reason we had to use the smart-grid money was because we had no income coming in to the revenues and did not have a line of credit, he had a line of credit and paid off the line of credit. The Financial Report of 2008-2009 we had to cut staff we didn't have the funds, we also had the loss of some litigation involving Interlocking Lakes we didn't give them proper notice that was before he became the Manager, we also had a million dollar sales tax to pay the City had no money

and he don't blame anyone for using the bond money while he was gone no. The City didn't have a line of credit he stated he will be continually to be looked at. We have to move on and not talk about the past. He stated if anyone wants to see the documents they are available on thumb drive.

Commissioner McMillan asked the Manager did he just say he used smart-grid money and at the last meeting he said he didn't use smart-grid money. He stated that as far as our bond rating the history behind that is of course your bond rating is going to go down and you spend your line of credit and was called by the bank and had to pay your vendors and had to spend money out of your bond money to pay it off and you had a ton of payable to pay to your vendors all those things are going to affect your bond ratings which is what they were looking at to change our bond rating. He stated as far as the revenue forecast we were responsible for that staff was responsible for forecasting if there was a 20% shortfall that was management in their objections. Commissioner McMillan said he appreciate the presentation and agrees with a lot of what the Manager said. Mr. McLean stated if you want to go back to 2012 the issue is whether or not bond money particular smart-grid money was spent to pay for employees (general government employees) he stated he did not knowingly do that. He stated that the grant allows you to hire employees for smart-grid for the construction of the build out of smart-grid, he stated if you look at the documents they were grant employees i.e. Mitch, you will not see general employee in there. He stated he could show you where the funds were transferred out of the smart-grid account in 2014, 2015 & 2016 in the time of the incident it was stated that Jack McLean spent funds out of the smart-grid account and he stated he did not he spent funds that was authorized to spend.

City Clerk

The Clerk informed the Commissioners that their Disclosure Form is due July 1, 2019 to the Supervisor of Elections Office or you will be assessed a late fee of \$25.00 per day for failure to file.

City Attorney

Interim City Attorney Gary Roberts informed the Commission that he would have the revised contract for the City Manager at next meeting.

Commission Members Concerns

Commissioner McMillan stated that he had received several calls regarding a permit at 1505 Sumter Street being held up. Mr. Piawah stated he does not have a permit in his office from Mr. Ian Humphrey he has spoken to him earlier.

Commissioner McMillan stated we need to get our own Building Inspector.

Commissioner McMillan stated that at 1104 W. Franklin Street, David Gay stated that a tree is leaning toward the line.

Commissioner McMillan stated that he is disappointed with the way the summer youth program was handled. He though each Commissioner chose four students and looking at

the report he noticed that some of the Commissioners had more than four and why all the Commissioners were not given the opportunity to choose more. The Manager stated that he made a managerial decision on the program.

Commissioner Harris stated that he would get a list and email his concerns to the Manager.

Commissioner Harris stated he enjoy the ride along with Mr. Bryan and requested that he attend the kickball game on Sunday's at the Bobby Nealy Complex. He told the Parks and Recreation Director and Supervisor to keep up the good job. He stated despite of all the thing that is going on he wants to the City to excel. He thanked the Manager for the work on the Solar Project.

Commissioner Bass-Prieto thanked Public Works for the work in Alphonso Figgers Park and Utilities for the tree trimming on King Street. She thanked all the volunteers and staff for the Food Truck Friday and they do to make Quincy a better place to live.

Commissioner Bass-Prieto asked the status of hiring a City Attorney.

Commissioner Bass-Prieto was invited to a senior citizen dinner in the Shaw Quarter Community thanked Lieutenant Monroe for all that he does in the Shaw Quarter Community.

Commissioner Bass-Prieto stated at the last meeting comments were made concerning our downtown; she stated our downtown has the following: two restaurants, a doughnut shop, baker, a florist and tuxedo shop, a sport bar, a package store, a lounge, two museums, gallery, performing arts studio for music and dance, a music theater, a, bank, 6 shops for your hair, four clothing stores, a beauty supply store, a jewelry store, a newspaper with a new editor, a hardware store, antique shop an appliance store , three physical therapy location, an ophthalmologist office, surveying office and Law offices. He Thanked all the business owners.

Commissioner Sapp stated if you want to continue to have businesses downtown we go to appreciate each other around this diocese. She stated that we need to be more respectful to each other. He told Mayor Dowdell that she was not part of the Commission when he requested his record request that he never received and apologized on behalf of the Commission and she knows how he feels. She also told Commissioner Bass that hopefully you will soon find our whatever you are looking for and we can move forward.

Commissioner Sapp asked Mr. McLean and Ms. Hicks that she would like to see minutes all the minutes at the next meeting it is very important so she can reflect on what happened at the previous meeting so make sure that is a priority of whomever is taking the notes.

Commissioner Sapp asked Mr. McLean to take a note the residence along Jackson Street between Clark and GF&A have been complaining about speeding. Trash along 12thh Street, and appreciate everything that Public Works in doing in area of Stevens School typically called "Pepper Hill" making a big improvement.

Commissioner Sapp stated we need to change/rename our face book page from City of Quincy Electric page to the City of Quincy.

Commissioner Sapp had a concern with City employees are using our facilities for what they are supposed to be used for (not washing cars)

Commissioner Sapp stated thank you for giving the report on our audit.

Commissioner Sapp stated that they have been talking back and forth in the CRA Meetings and herein this meeting regarding inspection. She asked the Manager in the upcoming budget find funds for the position of Building Inspector.

Commissioner Sapp asked the Manager he did say that he had hired a Finance Director. He replied yes.

Commissioner Sapp stated that just leaves the Attorney.

Commissioner Sapp address the Commission she stated that every Commissioner has the right to question anything because she like to ask questions, she stated that we should remember the answer we get so that we don't keep asking the same thing

Commissioner Sapp said thank you for the July 4th notification.

Commissioner Sapp stated that at Christmas last year the City gave an appreciation luncheon beginning at 2:00pm we need to let the employees know that we appreciate them and asked the Commission to show up to let them know we appreciate them. Commissioner Sapp stated that staff does a good job at putting on the event, the food is good and the entertainment is wonderful and will be good to show your face.

Commissioner Sapp stated Mr. McLean was appointed as Interim City Manager in May 2018 by four of the five Commissioner. She stated that he is qualified for the job and thank your Mr. McLean for the presentation you gave. She stated that Commissioner Harris kept saying you may not like him, and then asked the question who like anybody we have to respect everyone. She stated that she respects Ms. Bass even though she had requested records on her and has gotten them. She stated when she came back in 2016 she could ask a question of the previous Manager of the City and couldn't get an answer from that Manager she got an answer from a Commissioner and she told the Commissioner to be quiet and let the Manager speak. She stated we have a qualified Manager, he is high strum, he never stops working, sometimes you have to pull his coattail just to slow him down.

Commissioner Sapp stated we don't have a right to limit anyone's, hope that the request does not overtax or overburden the staff. We are responsible for getting people what they are asking for she stated that is the one thing she got from ethics is you have to get people what they want in a timely manner or as timely as you can.

Commissioner Sapp stated that going forward you want people to come to Quincy in 1995-1996 Quincy was elected an All American City, it used to be a plaque on the City Hall wall we need to put hat back up. She stated if businesses and store owners can revamp their stores and put up new awnings, she stated that she came home Monday night at 3:00am

from a trip and looked at the buildings look so good, that is what we need to take pride in. We want to make sure that our children can take pride in. She stated that she loves Quincy. Pastor Kenneth Frames of 120 MacArthur Street came before the Commission to present to Police Chief Glenn Sapp and Fire Chief Curtis Bridges an award for First Responders with the 2019 Heroes Award.

Linda Earnest of 525 Colling Drive Tallahassee, Florida, owner of Earnest Pecans at the corner of Porro and Crawford Street. Ms. Earnest concern was the former business (Family Dollar), was allowed to build almost to the edge of the road blocking her view, no trash blind, storm water rushing down toward her property, and traffic accidents at that intersection. She stated that people from off the street just piled up the trash bend and it was an eyesore. He is requesting to make use that those items are addressed prior to the next building being built.

Sheryl Hinson of 716 North 9th Street, came before the Commission regarding the Sunshine Law she stated that every citizen has a right to request public records.

Rolando Jackson of 2480 Bainbridge Highway and 131 Laura Street came before the Commission and stated still not happy with the way we act we are not together. She stated that we need to stop that back and forth and let it go and not be interested in what happened past respect eh process. She stated that the she has never seen this level of request made those was the same records in 2015-2018 they were not need then but need now. She stated that you vote for him a three to two vote. Ms. Jackson asked if the McMillan case was closed it was two to two vote or can that case be brought back up we spent a lot of time and money. The Mayor replied no it is just a two to two tie it can come back up.

Mayor Dowdell thanked Mr. Fagg and the Recreation Department for the work they did in the Shaw Quarter Park we appreciate you.

Mayor Dowdell thanked Ms. Moyer of the Recreation Department for a job well done.

Mayor Dowdell thanked Chief Bridges for a doing a fantastic job.

Mayor Dowdell thanked Chief Sapp and stated keep up the good work.

Mayor Dowdell thanked Mr. Ryals for a wonderful job.

Mayor Dowdell thanked Ms. Sherman we are forever with you

Mayor Dowdell thanked Mr. Bell and stated that Mr. Bell gets his accolades at every meeting.

Mayor Dowdell thanked Ms. Perkins and stated hold it down and keep it straight.

Mayor Dowdell thanked Mr. Piawah and stated we appreciates him.

Mayor Dowdell thanked Ms. Mathews and stated keep it rolling help is on the way.

Mayor Dowdell thanked Ms. Hicks for keeping him straight

Mayor Dowdell thanked Dr. Nash and stated keep doing what you are doing.

Matt Chester of Dewberry reported that 90% of the design of MLK is complete and has been turned over to Florida Department of Transportation (FDOT), he has met with City staff on the deliverables and additional paving. He stated he anticipates them advertising by the end of July.

Mayor Dowdell asked the Manager if the Audit will be ready Friday.

Mayor Dowdell advised all the Commissioner to get a copy of the meeting decorum it is the rules and regulations because he is going to enforce it we are not going to be here at no nine-eight thirty unless we have something long the agenda. He stated that he like each and every one of you we are either going to work together or we are going to move this thing with or without you.

Mayor Dowdell told Scott Bryan that he does not usually read the Gadsden County Times but he read it this week but he did not say don't listen to citizens' complaints, the transcript is here.

Mayor Dowdell stated that if there is something that is giving you so much of a heart ache doing it around this diocese during a regular meeting is not the place I am tell you all we got to learn how to act as Commissioners. He stated you need to go and see the City Manager and stated if he sees something at 2:00am he will call him. He stated that they go at it all the time you may think they are enemies. He stated that the public display of the City Commission now is not good. He stated that all this stuff you are bickering back and forth about it is not worth it we need to take care of our citizens, he stated he is going to take care of his. He stated we are in a City Manager City Commission form of government. He stated a lot of things is going on out there we need to stop trying to get people investigated. He stated somebody is going to end up on the bad end of the stick because there is a lot of stuff hanging out there. He stated that he has been up there too long he knows what is going on and he is very computer savvy with all these email you all are sending you all need to check the server to make use it is secure because it is not. He stated he knows how to get through the backdoor. He asked that you stop making all those script so people can come up here and say this or that.

Mayor Dowell asked the Attorney if he had the authority to when they come up here with all that negativity to cut it. The Attorney stated that he is the presiding officer. Mayor Dowdell then asked if he need a legal opinion. The Attorney stated it is written in the charter. Mayor Dowdell stated he wanted the Attorney to read the whole thing to them so they would understand. The Mayor said if you are ready to go you all can go he was ready to leave a long time ago. He said the City is a beautiful place what is being shown on TV is not beautiful not at all. Whether you like a Commissioner, the City Manager, this person, or that person. He stated he don't want to talk about God in the political arena he don't want to go there but make this our last meeting that we go into a frantic over this.

Mayor Dowdell told the Manager to not let the realignment of the districts go on deaf ears. He stated that we have not had a redistricting since 1971 and that is why things are going the way they are.

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

APPROVED:

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

ATTEST:

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

**CITY COMMISSION
CITY HALL
QUINCY, FLORIDA 32351**

**REGULAR MEETING
August 13, 2019
6:00 P.M. (Eastern)**

The Quincy City Commission met in regular session, Tuesday, August 13, 2019, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Daniel McMillan
Commissioner Ronte Harris
Commissioner Freida Bass-Prieto
Commissioner Angela G. Sapp

Staff and Guests Present:

Jack L. McLean Jr., City Manager
Gary Roberts, Interim City Attorney
Dr. Bernard Piawah, Director, Building and Planning
Reginald Bell, Director, Public Works Department
Chief Curtis Bridges, Fire Department
DeCody Fagg, Director, Parks and Recreation Department
Ann Sherman, Director, Human Resources
Vancheria Perkins, Executive Assistant to the City Manager
Officer Johnathan Canceco, Sergeant at Arms
Marcia Carty, Director, Finance Department

Chris Bailey, Florida Rural Water Association
Danny Parramore, Gadsden Horseman's Association
Matthew Chester, Dewberry Engineering
Derrick D. Elias, Former Commissioner, City of Quincy

Call to Order:

Mayor Dowdell called the meeting to order with invocation by Utilities Director Robin Ryals followed by the Pledge of Allegiance.

Approval of the Agenda:

Commissioner Sapp motioned to approve the agenda. Commissioner Harris seconded the motion. Commissioner Bass-Prieto offered an amendment to the existing motion to add Ms. Vivian Howard's complaint to the agenda. Seconded by Commissioner McMillan. Commissioner Harris asked if the motion was a new motion or an amendment. Mayor Dowdell asked a process question to Interim Attorney Roberts. Mayor Dowdell called for a vote on the amendment to the motion. The vote on the amended motion did not carry three to two. Mayor Dowdell called for the vote on the motion to approve the agenda. The vote carried five to zero.

Special Presentation by Mayor Dowdell

The Mayor and Commissioners recognized Ms. Connie McClendon and the volunteers for their dedicated hard work and support of the WinShape Camps for Communities, a weeklong faith-based day camp for K through eighth graders, sponsored by the First Baptist Church, City of Quincy and the Chick-fil-A foundation. The camp provides sports, arts, Bible study and worship in an exciting camp-like environment. This year, 2019 marked its fourth year and it is recognized as one of only 116 community camps in the U.S. The Florida Baptist Convention has also provided financial support for this camp. It is designed to build character, relationships and spiritual growth.

Ms. McClendon thanked the City of Quincy.

The City Manager stated, "He and Commissioner Sapp spent time at the camp." City Manager McLean expressed his appreciation to Ms. McClendon and her team for a wonderfully organized and decorated camp. He encouraged other churches to sponsor a child to attend the faith-based camp. He also acknowledged that the camp has put the City of Quincy on the map.

Approval of the Minutes of the Previous Meeting:

Commissioner Harris motioned to approve the minutes of July 23, 2019 (Regular meeting) Commissioner McMillan seconded the motion. The vote was unanimous and the motion carried five to zero. Commissioner McMillan motioned to approve the minutes of July 30, 2019 (special meeting). Commissioner Sapp seconded the motion. The vote was unanimous and motion carried five to zero.

Resolutions:

Resolution 1394-2019: Rodeo Temporary Road Closure

Danny Parramore, President, Gadsden Horseman's Association presented information on the second annual Big Bend Professional Rodeo. Commissioner McMillan motioned to approve the resolution. Commissioner Sapp seconded the motion. The vote was unanimous and motion carried five to zero.

Resolution: 1395-2019: Asset Management and Fiscal Sustainability Plan for the Solar Array Project

Mr. Robin Ryals introduced Chris Bailey, Florida Rural Water Association. Mr. Bailey explained the assessment process and the findings. He further explained, "The City can only have one grant at a time. The plans are intended to provide for preventive maintenance."

Commissioner Bass-Prieto asked, "Where is the money coming from?"

Mr. Bailey explained, "The plans addressed recommendations and mandated issues per the Consent Order. DEP requested the plan because of the solar array project. The recommendations are about elongation of the system."

Commissioner Bass-Prieto expressed concerns about what items were mandated in order to keep the grant from turning into a loan? To maintain the grant status, Mr. Bailey stated, "the resolution would have to be passed and the recommendations implemented."

Mr. Ryals explained some of the challenges in the Consent Order and the City's need to meet the date/earmark requirements. He further explained, "The first item on the consent order is a trailer managed stand-by generator and the City is in the process of shopping for the generator."

Commissioner Bass-Prieto expressed, "as she looked thru the plan/study – it appeared that we are doing a poor job of maintenance of our system". She further stated, "That speaks volumes . . . unless we have it documented out as to what needs to be fixed and when . . . as a commissioner, she needed to know the liabilities; look at budget, also into the future and know that we will have the monies."

Commissioner McMillan commented, "We need to invest in our infrastructure because it has major deficiencies." He recognized from the plan that "the City is supposed to put away 12.5% of its operating expenses, however we put those funds into general funds to operate the rest of the City." "I think the program is wonderful; it shows us the issues and what needs to be tackled. Doing budget time, we need to talk about this investment and not put more on the City or citizens. We need to position ourselves in the best way to get maximum efficiencies of our dollars. . . I am not sure the solar array project does that; it very well may." He requested a third party to come in and look at the solar array project to see if it is beneficial.

Mr. Bailey suggested that he and a co-worker could look at a rate study; "it is free." He also stated, "The solar array project was a good project and could save money; it is to protect the City's investments long term".

City Manager McLean expressed, "he had read the asset management study and it is a reflection of the Consent Order and is not new. Over the years, we have identified these same issues and have made progress". In addition, he stated, "The term reasonableness is doing those things that you can do within your capability in terms of skill set; the capability in terms of the size of your community; the financial worth and what you are able to do". "DEP is the independent reviewer and have to sign off on it. The asset management study is a tool that DEP requires as a part of their process. This asset management study is the procedural part in order for DEP to make an evaluation decision. We have the options to step out of this agreement at any time. This positions us to be able to take advantage of the grant." He further stated, "We did not have an available grant to take care of this Consent Order."

Mr. Ryals explained, "The previous Consent Order joined the current one and became one Consent order so that we would not have two."

City Manager McLean agreed with Mr. Ryals, "The two consent orders had been merged." He further stated, "The escalator was already passed by the commissioners per DEP. It has happened on the water and sewer side, not on the gas side, in terms of an escalator. The

issue of the lift stations is in the LMS process; in the budget, its estimated costs is about \$510,000 and about \$125,000 has been put toward the match.”

City Manager McLean stated, “The monies and match have been identified by staff. The resolution sets in to motion the ability to get the grant.” The City Manager again stated, “He is not recommending a rate increase on sewer and water in this budget. The issue is how soon the commissioners want to build the reserves. The intent is to use the reimbursements from FEMA in order to establish the necessary reserves within the next 2-3 years. Mr. Ryals and his team have done an excellent job under difficult circumstances. The vote is about keeping the process going.” He strongly recommended, “The City needs an asset management plan today (right now) in order to keep grant process going.

Commissioner Harris commended Mr. Ryals and his dedication to this project. He suggested, “The commissioners needed to be committed to progress; noting that it will take an investment to put into place what we want to see.”

Mayor Dowdell asked for clarification on the vote, “What do you want us to do? Is it to adopt the resolution; the written procedures in order to implement this plan with the intent of being implemented in a timely manner and with the key point being that we can pull out at any time?”

Commissioner Harris motioned to approve the solar array asset management plan (Resolution 1395-2019). Seconded by Commissioner Sapp.

Discussion: Commissioner Sapp questioned Mr. Bailey about the feasibility of a rate study and she stated, “She would not make a decision about a possible rate increase without a feasibility study.” She also stated, “She would not be in favor of a rate increase.” The City Manager re-emphasized, “There is absolutely no recommendation or plan for a rate increase for sewer or water; it is not needed and the situation is currently accurate for what we need to do. The public should not think that there is a rate increase.”

The motion carried four to one.

Reports, Requests and Communications:

Report: Request to Purchase Police/Fire Motorola Radios – Chief Curtis Bridges

Chief Bridges emphasized the need for better and good communications and the necessity for the new equipment for both the Police and Fire Departments. He recommended a lease-purchase agreement with Motorola (3-year lease), not to exceed \$95,816.00. He stated, “due to the age of the current equipment, the equipment is not reliable and is a problem when communicating with other agencies.”

Commissioner Bass-Prieto stated, “she fully supports purchasing the radios, however, does not support getting the radios on credit and . . . charging our citizens the interest.” She asked City Manager McLean about other budget categories: forfeiture fund, contingency fees, the monies that were to be used to tear down houses, etc. She suggested, half be

paid out of this year's budget; look for extra monies and fund it thru next year's budget and again, not charge our citizens interest." "We need to focus on paying as we go."

Commissioner McMillan stated, "The compatibility issues are not true." He suggested, "The next time, staff needs to investigate several different options. But at the same time, with hurricane season coming, the communication needs to be in place as soon as possible."

Commissioner McMillian made the motion to approve to purchase of replacement Police and Fire Department radios, with the addition that we/the City needed to pay all of the costs. Seconded by Commissioner Bass-Prieto.

Discussion: City Manager McLean asked, "Where are the monies coming from; we have not identified the source for the money." Commissioner Bass-Prieto asked about the forfeiture funds? The City Manager replied, "We have forfeiture funds of approximately \$15,000 in the Police Department budget." Commissioner Bass-Prieto restated the other categories and/or funds (non-contingency, etc.) where monies exist. She suggested, "The City look hard enough at the budget and find the monies." She further suggested, "we/the City need to be as fiscal conservative as we can; we need to be good stewards of the citizens' money and be as economical as we can."

Commissioner Sapp recommended, "The monies set aside for demolition of houses not be touched. There are houses all over the City that need to come down."

Commissioner Harris stated, "He agrees with Commissioner Sapp" and questioned, "where the City Manager would attempt to find the other monies?" City Manager McLean explained, "The original recommendation pushed the expenditure into next year's budget, which allows us to make decisions next year."

Commissioner McMillan questioned, "When the radios would be received?" The City Manager replied, "We would get the radios now."

The motion carried four to one.

Report: Update on Hurricane Michael Housing Reroofing and Mold Remediation Program – Dr. Bernard o. Piawah, Director, Building and Planning Department

Dr. Piawah emphasized, "the presentation is an update and provided the information and selection process for the program. No action is required by the commissioners."

Commissioner McMillian asked, "How will information be verified?" He suggested, "Need to put individuals thru the proper check and balances when using citizens' monies." The City Manager assured the commissioners that the City has adopted the CRA process and will be using the CRA's verification process and will require the same type of items."

Report: Appointment of a Commissioner to the City's Retirement Committee – Ann Sherman, Director, Human Resources

City Manager McLean indicated, "The last commissioner on the committee was former Commissioner Gay."

Mayor Dowdell made the motion for Mayor Pro-Tem Commissioner Harris to be on the Retirement Committee. Seconded by Commissioner McMillian. The motion carried five to zero.

Report: Turn Key Projects Report – Ann Sherman, Director, Human Resources

The City Manager stated, "The information provided was an update on the projects and repairs." No further questions or comments.

Report: Quick Claim Right of Way Deed – MLK Roundabout – Jack L. McLean Jr., City Manager

The City Manager stated, "This was an issue that came before the Commission before; whereby the City had to donate some of the City's property for the MLK roundabout. The deed and resolution did not come back from the former attorney; therefore, this issue is before the Commission again. However, the work has already started; we need to formally quick claim that portion that has been identified."

Commissioner McMillian stated, "It was his understanding that the work had been shut down and is there a need for additional property?" The City Manager explained, "There is a need for relocation of utilities –pushing it further down the road, therefore, no additional land." Commissioner McMillian further asked, "Are they going to pay us?" The City Manager stated, "We have gotten one deal; we have gotten our truck." Commissioner McMillian commented, "We bartered with them?" The City Manager commented, "We swapped a vehicle for labor."

Commissioner Bass-Prieto made the motion to approve the quick claim right-of-way deed and resolution. Mayor Dowdell seconded the motion. The motion carried five to zero.

Other Items Requested by Commission Member(s), the City Manager, and Other City Officials:

City Manager

The City Manager presented the following items:

- Hillside Park sign dedication – need a scheduled date for dedication.
- Smart Grid – discussion will occur during budget meeting/workshop.
- Donation of the dump truck – approved by County Commission on last week.
- RFPs are back in response to City Attorney's position – scheduled to be brought/distributed to the Commission at the next meeting.
- The City has received compliments from citizens regarding the meter readers. Comments have included: The meter readers are doing a good job/appreciate the work that they are doing and comments regarding improvements that have been made in City Hall over this past year. There will be structural

concerns/recommendations brought to the commissioners about the restrooms, in particular, the women's restroom. All restrooms will be upgraded.

City Clerk (seating in on behalf of the City Clerk was Vancheria Perkins)

No Comments.

Interim City Attorney: Attorney Gary Roberts

No Comments.

Commission Members Concerns and Comments:

Commissioner McMillan

- Received a call from Citizen Maxwell regarding a sewer line running thru their property. Need to look at cost and what needs to be done.
- School Back-in – flashing lights at school zones. Need updated signage and visible numbers – difficult to see when driving in the mornings. Commissioner McMillan explained, “Flashing lights on the signs, so that drivers will know when school is in.”

Commissioner Sapp

- Traffic light on MLK and Pat Thomas Highway – takes a long time to change and sometimes traps drivers – traveling west on MLK. She asked, “What can be done?” Mr. Ryals stated, “he would have it checked – traffic loops and maintenance.”
- Mr. Chester gave update of MLK East – The project bids will be opened on August 29 – and will begin the process.
 - The City has been selected for another paving project (FDOT SCOP) that was applied for this past year – the Stewart Street area.
 - Mr. Chester commented on the flashing lights at school zones concern brought up by Commissioner McMillan. He is a member of the county CTS committee and he put in an application last year to update the school zone signage throughout the county. The project has been funded; however, the state is in the process of designing that project. Last year, the state adopted new specifications for school zones signage and eventually, everyone in the state will have to comply with the new specifications. There are multiple school zones in the City that will be affected by way of this project. Commissioner Bass-Prieto asked, “When will it be implemented?” Mr. Chester did not know when, however, he believed, “the design process will be completed in the next 3-4 months.”
- District 2 will have its monthly meeting: Thursday, August 15 at 6:00 pm – Kelly Campbell Center. Citizens are invited to come out and share concerns.
- Fire Station #2 dedication ceremony – Chief Bridges stated, “It is tentatively scheduled for Thursday, August 29th at 10:00 am.”
- Police Department – Commissioner Sapp thanked the City Manager and Chief Sapp for having a resource officer at Gadsden Technical Institute. She indicated, “They felt very safe last year and also feel safe with them being with them starting today.”

- Kelly Street in East Quincy – citizens are having problems with individual cars blocking homes.
- Holding pond on 9th Street and 3rd – before Hurricane Michael there was a directional sign – currently that sign is down.

Commissioner Bass-Prieto

- Thanks to the people of Shaw Quarters who attended the community meeting. She expressed, “every times she attends, she sees a community working together and taking care of each other. These elderly people are amazing people and a joy to be around.”
- She commented on a records request listing the management team; stating, “number one is our citizens.” “As a commissioner, we have to respect our citizens, we have to understand that they are not going to agree with us all the time; they are not going to like what we say, but in our charter and in Robert’s Rules, there needs to be decorum. I believe that we can treat each other with respect . . . with kindness. The citizens are our bosses; they elect us; they pay our salaries and they are the ones who pay the taxes. . . It is hoped that we can come together and make Quincy the beautiful town that it can be.”
- In addition, she stated, “When a citizen has a complaint, we should address it.” “We should have some avenue, not Facebook that allows it to come to the commission and the management team. I hope that we can get along better. . .”

Commissioner Harris

- He stated, “He 100% agreed with Commissioner Bass-Prieto.” He had no other comments or concerns.

Public Comments:

Robert Finley, 213 West King Street, Quincy – He stated, “What he saw troubled him.” He questioned the way Commissioner Harris acted. He was confused about the discussion about a grant vs. a loan. He questioned Mayor Dowdell’s vote on the issue. He stated that because of an aging audience, the audio in the room was not good and he could not understand what was being said. Mayor Dowdell explained, “He was voting against a rate increase.”

Audrey Fagg Wilson, 242 S. Jan Drive, Panama City, Florida – Vice – President of the DeCody Fagg and Friends Sports Camp. She stated, “The camp has been in existence for six years. This is the first year that the camp has been successful (fully funded) and she did not have to come out her pocket.” She gave thanks to all the businesses and citizens that supported the camp. She extended an invitation to the commissioners to stop by the one-day camp next year. She thanked Tommie Reynolds, Fort Walton Beach, Florida, former world champion baseball player who is looking at bringing a baseball camp to Gadsden County.

Emma Harrell, 714 W. Franklin Street, Quincy – She had a complaint about her utility bill. She stated, “She had contacted Mr. Ryals and Ms. Sherman.” In addition, she has taken pictures

of her readings. She observed, "The problem has been going on before Hurricane Michael." She demanded some answers and repeated, "something is wrong." The City Manager requested that she come by his office. Mr. Ryals commented, "Staff will research the issues. The issues are around the electric, not the water." Commissioner Sapp stated, "thank you for educating yourself." Commissioner Bass-Prieto commented, "She will continue to support her."

Former Commissioner Derrick Elias, 233 Cheese borough Ave., Quincy – His concerns centered on the concert scheduled for August 30 – which he stated, "is also the mega class reunion weekend – the expectation is thousands will ascend onto Quincy." He requested a traffic or constituency plan. He questioned, "How many people are expected? How much security will be provided? Who is going to pay for the security? What will be the traffic flow prior to the concert? What will be traffic flow after the concert? What time will the concert shut down?" The pavillion is in his neighbor and he is concerned, "the concert starts at 4:00 p, however they do not wait until 4:00 p to set-up and people will be coming." He stated again, "His primary concern was security. There is going to be a lot of people. He does not want the City to wait until the last minute to come up with what will be done with security. What about those blocking my street . . . previous concerts people have just parked and went. Will there be a tow truck or several tow trucks on hand? In addition, this is a school day . . . this need to be done correctly and again have the proper security. Also, who will be guarding the City while the concert is going on; it could go from 4:00 p to 11:30 p?" Mayor Dowdell responded, "Get with the City Manager or Chief of Police to get your questions answered."

Mayor Dowdell

No comments or concerns.

Adjournment: Motioned by Commissioner Bass-Prieto; seconded by Commissioner McMillan.

Submitted by: Dr. Beverly A. Nash, Acting City Clerk

APPROVED:

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

ATTEST:

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

**CITY COMMISSION
CITY HALL
QUINCY, FLORIDA 32351**

**REGULAR MEETING
August 27, 2019
6:04 P.M. (Eastern)**

The Quincy City Commission met in regular session, Tuesday, August 27, 2019, with Mayor Commissioner Dowdell presiding and the following other Commissioners present:

Commissioner Daniel McMillan
Commissioner Ronte Harris
Commissioner Freida Bass-Prieto

Staff and Guests Present:

Jack L. McLean Jr., City Manager
Gary Roberts, Interim City Attorney
Dr. Bernard Piawah, Director, Building and Planning
Reginald Bell, Director, Public Works Department
Chief Curtis Bridges, Fire Department
DeCody Fagg, Director, Parks and Recreation Department
Ann Sherman, Director, Human Resources
Vancheria Perkins, Executive Assistant to the City Manager
Lieutenant Eugene Monroe, Sergeant at Arms
Marcia Carty, Director, Finance Department
Chief Glenn Sapp, Police Department
Dr. Beverly Nash, Grant Writer

Matthew Nestor, U.S. Submergent Technologies
Chandler Stutler, U.S. Submergent Technologies
T'Onj McGriff, City of Quincy Junior Commission
Zaid Mohammed, City of Quincy Junior Commission
Brett Robbins, City of Quincy Junior Commission
Stephen Britt, Adult Volunteer, City of Quincy Junior Commission
Derrick D. Elias, Former Commissioner, City of Quincy
Lesley Anifowoshe, Challenges to Champions

Call to Order:

Mayor Dowdell called the meeting to order with invocation by Utilities Director Robin Ryals followed by the Pledge of Allegiance.

Commissioner Bass-Prieto made a motion to excuse Commissioner Sapp. Seconded by Commissioner McMillian. The motion carried four to zero.

Approval of the Agenda:

Commissioner Bass-Prieto expressed her concern regarding the inability to add an item to the agenda. She recalled the actions from the previous Commission meeting and commented on information from the City Charter. In the City Charter, adding items to the agenda was at

the discretion of the Chair. She related, "The motion (previous meeting) was called in error and the vote was in error." Also, she outlined the protocol that she was told to use in adding items to the City Commission agenda. In addition, she questioned, "why the two commissioners who were the subject of the complaint voted on it." She requested "the Interim Attorney to look into the actions." She stated, "she is being treated differently than other commissioners. . . I have never seen commissioners having to asked to have items put on the agenda. We are all commissioners and should be treated the same. . . We cannot continue to deny our citizens complaints." She further expressed, "she did not want the issue dropped."

Commissioner Harris asked a question, "How does a commissioner who is not the chair, have items added to the agenda. What is the process?"

The City Manager replied, "The process is he prepares the agenda initially; if there are items to be placed on the agenda and he knows about them at the time by a commissioner, then I would have normally put it on the agenda." He further stated, "The first time that Ms. Bass wanted it on the agenda, he was not aware of her email . . . the communication that she wanted it put on was after the fact and he had already sent out the agenda." He indicated. "You (Commissioner Bass-Prieto) could raise it at the meeting, which has been the process." "He was then asked after the vote to add it again, that came in the form of an email, and he responded back to you (Commissioner Bass-Prieto)." He believed, "he did not have the ability to add it to the agenda because the commission had already spoken on the issue and that was in a three to two vote." The commission "rules and regulations provide that it can come back up again . . . the second, is that you can raise the issue again today and see what the commission wants to do. Any citizen can speak on any agenda item or any non-agenda item." He thought "the person who had the concern was going to raise it at the last commission meeting and she did not."

Commissioner Harris expressed, "he did not feel that the commissioner was denied an opportunity. We are about to take a vote on the agenda, just like we have done in every meeting." Commissioner Harris made a motion to approve the agenda as printed. Seconded by Mayor Dowdell.

Commissioner McMillan questioned, "Does Commissioner Bass-Prieto want the item on the agenda?"

Commissioner Bass-Prieto expressed "looking at the City Charter, nowhere does it state that we take a vote. . . she feels like she is being singled out. . . We have a charter, either we follow it, be a city or we act according to certain rules or we do whatever we want and hope for the best."

Commissioner Harris explained, "Commissioner Bass-Prieto, you have full authority under Robert's Rules of Order to amend the motion that I made; you can request at every meeting if you so choose – to have the agenda amended. We still are going to have to vote, whether amended or not. I do not see that you are being treated any differently. In order to get it added to the agenda, we are going to have to vote."

Commissioner Bass-Prieto responded, "when you or any other commissioner wants an item added, it is put on the agenda. I am the only one who has to request and then get a vote to even add it to the agenda. . . to push it to the side and hide it is not doing this City any good. We need to follow the rules that we have."

The motion tied two to two. Mayor Dowdell asked the Interim Attorney, "Where do we go from here and what does it mean?" The Interim Attorney responded, "cannot meet on the agenda."

The City Manager responded, "there is one item where I will need to call a special meeting. . . on item #3, Sand and Grit Removal Agreement, \$172,850 and will give the appropriate notice to do that. And the other item #4 – Gas Rate Adjustment."

Mayor Dowdell asked, "do you want to nullified the presentation by the Junior Commission – I am going item by item?"

Commissioner Harris responded, "out of respect for the young people and their parents... I would like to hear them tonight." Commissioner Harris motioned to hear the Junior Commission, agenda item #1. Seconded by Mayor Dowdell.

Discussion: Commissioner McMillan stated, "these circumstances are problematic at best, speaks to the dysfunctionality. I do want to hear from these people and go thru our whole agenda, but I cannot sit by and allow someone not to be allowed to put something on the agenda when no one has ever been denied that ability and I think it is bias behavior." He requested the parliamentarian to give a decision on the vote from the last meeting.

The Interim Attorney responded, "Once the issue had been brought up, the Mayor could have made a decision on his own, unilaterally, whether or not to allow the item to be heard; he decided to put it before the entire commission so that the commissioners could have a vote. The commission voted three to two against. The Mayor could have just said no, but he chose to give it to the body."

Commissioner McMillan expressed, "just to be clear, I personally believed everyone has the right to come up and have their complaint heard. I personally do not think that we are the body to govern each other's behavior, and therefore, I would not be in support."

Interim Attorney Roberts responded, "we have the commission on ethics and plenty of forms to take care of that."

Mayor Dowdell restated, "if she wanted the item to be heard, all was needed was to fill-out a piece of paper and come to the podium."

The motion carried four to zero.

Special Presentations by Mayor or Commission

Presentation by the City of Quincy Junior Commission – Dr. Beverly A. Nash

Dr. Nash introduced the group. Thanks and appreciation were provided by the following members of the organizing committee and adult volunteer: T'Onj McGriff, 12th grader, Gadsden County Public School; Zaid Mohammed, 10th grader, Robert F. Munroe Day School; Brett Robbins, 10th grader, Robert F. Munroe Day School, and Stephen Britt, Adult Volunteer.

Mr. Britt relayed, "the students had an outstanding time and interacted with a lot of other City youth (over 100 youth and over 30 coordinators and adult volunteers). In addition, there were over 30 municipalities represented." He noted that the City of Quincy is the only City, north of Orlando that has established a Junior Commission, making the City of Quincy the premier Youth Council in the northern Florida area."

Mayor Dowdell thanked the Junior Commission for taking time (out-of-school) to attend the Florida League of Cities Conference and Youth Summit. He observed that the students were involved and attentive; he hoped that they (young people) learned some things, while at the conference. He personally spoke to the co-founder of the Youth Council (Tampa) and she was glad that the City of Quincy established the council and she wants to come and meet with the group again. He also encouraged the young people to come back to the commission with good ideas that will benefit all the citizens of the City of Quincy.

Approval of the Minutes of the Previous Meeting:

Mayor Dowdell motioned to continue the meeting without approval of minutes from previous meeting and deal with item #2. Seconded by Commissioner Harris. The motion carried three to one.

Commissioner McMillan questioned, "What agenda are we working from?" He asked for a decision by the Interim Attorney.

Interim Attorney Roberts stated, "the motion on the agenda did not carry, therefore, the Mayor is going item by item. . ."

Commissioner Bass-Prieto questioned the process by stating, "how is going item by item any difference then approving the agenda?"

Mayor Dowdell commented, "basically you do not want to have a meeting tonight? We either go item by item since we did not approve the agenda. If you do not want to have a meeting, just make a motion stating that you do not want to have a meeting."

Mayor Dowdell stated that the continuation of the meeting is at the discretion of the presiding officer. "If there are things on the agenda that we want to discuss, then we can do so. If not, we can motion to end the meeting."

Commissioner Harris encouraged Commissioner Bass-Prieto to express "what it was that she wanted to have happened at the meeting. She is more than welcomed to make a motion." He further stated, "He made the motion to approve the agenda as is; it failed in a 2-2 tie vote; Commissioner Bass-Prieto has the authority to make a motion, if she chooses to do so. Just as the Mayor has the authority to call for each agenda item. Each commissioner has one vote."

Mr. Robin Ryals commented that he had visitors here from U.S. Submergent Technologies and he wants them to make a presentation.

Commissioner Harris motioned to approve the minutes of August 13, 2019 (Regular meeting) Mayor Dowdell seconded the motion. The motion tied two to two.

Commissioner McMillan called for a point of order. "We are continuing on with the agenda that was not approved by this commission. I failed to find where this is possible. We need to find an agenda that we can approve in order to move forward."

Commissioner Harris motioned to hear the report on the Sand and Grit Removal Agreement. Seconded by Mayor Dowdell.

Discussion: City Manager McLean commented, "The agreement is one that needs approval by the commission. It is important because of the capacity of our water treatment facility and we need to hear from the men. We need to vote on this item, so that we can secure contractors to do sand and grit removal. We have been in a storm and lots of the rain and infiltration has come into our sewer system."

Commissioner McMillan questioned, "You (City Manager McLean) said earlier that the commission would need a special meeting since we do not have an approved agenda and it is time sensitive, what has changed?"

City Manager McLean responded, "it was because the commission heard item #1, Junior Commission."

Commissioner McMillan restated, "nothing has changed." He agreed, "The commission needed to move forward. We cannot be held hostage because someone thinks something should not be on the agenda."

Interim Attorney Roberts provided information regarding City Charter 2.7.1, stating, "rules and procedures state that the meeting can be suspended and the commission can proceed if a majority is present." He further commented regarding the proceedings from the last meeting, the vote and the implications.

Commissioner Bass-Prieto recapped Ms. Howard's complaint, stating, "she asked that it be placed on the agenda for August 13, 2019. . . Where is the fairness and equity to our citizens? What way are we going to follow as a commission? She really take issue with ignoring our citizens. She does not think that this is the way that public servants should act. . . We need to start hearing them. . . She thinks it needs to be an item on the agenda. This goes to how we treat each individual, what rules we follow for certain commissioners and what rules we follow for others." She stated, "There is a section in the charter that addresses citizens bringing complaints to the commission." She asked the Interim Attorney to address the issue.

Interim Attorney Roberts commented, "The commission should vote to suspend the regular rules of order in terms of accepting the agenda that did not pass and died on a 2-2 tie vote . . . and move forward with a majority of the commission."

City Manager McLean commented on the issue of unfairness, by stating, "Ms. Bass, I have not treated you unfairly or differently than any other commissioner. Ms. Bass, if you want to call it out – you and I have been talking and I have called you Ms. Bass before and it has not been a problem." He restated, "I have not treated you any differently than other commissioners. Other commissioners have brought items for the agenda and I have not put them on the agenda. In addition, the current seating Mayor has done so. Indeed, under the section that is being raised, commissioners have actually taken votes on items and they were not agenda items. . . There are multiple ways to get things on the agenda, other than being printed on the agenda. Commissioners have acted on those items. As I have said before, if I had seen your initial item, I would have put it on the agenda. Because that is what I would have done, if I had known that."

Commissioner Harris made an observation, stating, "it appears that Commissioner Bass-Prieto is not happy with the vote." He further stated, "I do not see how we can get around the vote."

Commissioner Bass-Prieto requested, "Commissioner Harris to follow the rules of decorum and not interpret her motivations; commissioners should not be called out by name and their motives be questioned in open forum . . . this is the only time that a commissioner has had to have a vote to put something on the agenda. I emailed Mr. McLean three times and when I brought-up the charter, you did not respond."

Commissioner Harris motioned to continue the meeting with the agenda as printed. Mayor Dowdell seconded. The vote was 2-2 (tied).

Mayor Dowdell asked they body, "where do we do from here?"

Commissioner Harris referred to section 2.7.1, and motioned that the rules of order be suspended. Mayor Dowdell seconded. The vote was 2-2 (tied).

Additional discussion continued. Comments by Commissioner Bass-Prieto and Commissioner Harris.

Commissioner Bass-Prieto hammered, ". . .there are a set of rules that are ignored by the commission and that is why I voted no because I was singled out to have a different process than what I have watched happened around this board for almost a decade. . ."

Commissioner Harris again stated, ". . . you (Commissioner Bass-Prieto) have the opportunity to present your amended agenda and we vote on it. I do not see how this is any different than what has been done in the past. I am sorry that you feel that the manager did not print the agenda as you would have liked for it to be done. . ."

Commissioner Bass-Prieto further reiterated, "The commission does not have the power to remove my power to add items to the agenda. . . I think I have made it clear what I want to see."

Commissioner McMillan motioned to amend the agenda to address item #3, Sand and Grit Removal Agreement and everything else to be tabled until next meeting. Seconded by Commissioner Harris. The motion carried four to zero.

Reports, Requests and Communications:

Report: Sand and Grit Removal Agreement – City Manager, Jack L. McLean Jr. and Robin Ryals, Director, Utilities Department

Mr. Ryals introduced Matthew Nesto and Chandler Stutler, U.S. Submergent Technologies. The purpose is to enter into project agreement for the removal of grit and sand at the WWTP in the sum of \$172,850. Currently, the company has a contract with the City of Orlando and the city will piggy-back on this contract in order to efficiently and effectively get the work done.

Discussion: Commissioner Bass-Prieto questioned, “when we piggy-back, will we be the actual contractor and they the sub-contractors? Is that how this works, since we did not bid this out ourselves?”

The City Manager requested clarification. Commissioner Bass-Prieto stated, “As the city, do we become the contractor and will the sand and grit removal be the sub-contractor?” City Manager McLean replied, “No, we are selecting from a vendors list for the project; they are the top rated on the list; we are selecting that company to come in and do the work and they will be the contractor.”

Commissioner McMillan motioned to approve staff's recommendation for the sand and grit removal agreement, negotiate a project agreement for \$172,850, and bring the agreement back to the commission for final approval. Commissioner Harris seconded. The motion carried four to zero.

Mayor Dowdell suggested that item #11 – Challenges to Champions Use of the Recreation Center be left to the City Manager's discretion. Commissioner McMillan asked, “Is this time sensitive? Can I go back and amend my motion?”

Commissioner McMillan motioned to amended previous motion to include item #11 and commissioners' comments. Mayor Dowdell seconded. The motion carried four to zero.

Report: Challenges to Champions Use of the Recreation Center – Lesley Anifowoshe

Ms. Anifowoshe stated, “Shaia Beckwick Simmons was unable to attend because of the weather, however, she was trusted to deliver the information.” “On Sunday, September 1, 2019, affiliated with the Shanks-Be-Out Day, the Challenges to Champions will be hosting an after-party, a network mixer, for the graduating classes of Shanks High School. Last year was the first year, 32 years of classes, starting 1971, got together to host a mega reunion. Challenges to Champions was started in 2011 to provide a positive atmosphere for kids to learn to dream again and believe in something that they cannot see through sports, academics and workshops.” Proceeds from the after-party event will benefit the City of

Quincy Parks and Recreation Department and the Gadsden County High School Jaguars (football team).

The request is to suspend the alcohol requirement - to allow the participants of the Challenges to Champions event to bring and use alcohol at the Recreation Center. The group has hired a private security company and will work the City of Quincy Police Department to do the patrolling of the event.

Commissioner Bass-Prieto asked, "Is there specific regulations for the Recreation Center or is it part of our alcohol ordinance?" The City Manager responded, "it is not a part of our ordinances, but the Parks and Recreations regulations."

Commissioner Harris motioned to suspend the regulations for the Challenges to Champions event to be held at the Recreation Center. Mayor Dowdell seconded.

Commissioner McMillan asked, "Has the group taken out any insurance policy with alcohol included?" Ms. Anifowoshe responded, "the group has secured a quote and will get a copy to the manager." Commissioner McMillan expressed, "I would like to vote for it, however, without it, we will be liable for people consuming alcohol on our property. We need to shift some of that responsibility, if at all possible." Commissioner McMillan amended the motion to add the inclusion of secured insurance."

Discussion: Ms. Anifowoshe stated that the process is online; once the quote is confirmed, the certificate will be released. The policy would cover from Sunday to Monday. Commissioner Harris clarified with Commissioner McMillan, "are you suggesting that we vote to approve and leave the final/pending decision left to the manager upon getting the insurance?" Commissioner Harris accepted the amendment.

Commissioner Bass-Prieto requested clarification – "Are we voting for drinking inside of the recreation facility not outside? Are we going to limit that. Also, don't we need to set a time?" Ms. Anifowoshe responded, "the event is from 9:00 pm (Sunday) to 1:00 am (Monday)."

Commissioner Harris stated that he was fine with motion as is. The City Manager commented that he would prefer all consumption happen on the inside of the facility because that would be in a more control environment as opposed to going out and may attract those who have not paid for the event. His recommendation would be no outside consumption.

The amended motion carried four to zero.

Commission Members Concerns and Comments:

Commissioner McMillan

- Troop 201, Boy Scouts – have re-landscaped and cleaned-up Triangle Park; it was for Mr. Mohammed's Eagle Scout project. He is having a problem getting the wood chips delivered that the city obligated itself to do. We are in the countdown as to when that

project is to be completed. Needs to be done before the weekend. The City Manager responded, "he had also heard from Commissioner Bass-Prieto on this issue. Also, spoke to family of Mohammed and the Recreation Department about the issue. Hopefully, it will get done by Friday." Commissioner McMillan thanked Troop 201 and Mohammed for being willing to clean-up their community.

- The light at Adams and King Street – he is still getting complaints. Mr. Ryals commented that they are working on it and provided a status report on the issue.
- Storm drains need to be cleaned, along with catch basins need to be cleaned on North 13th and North 11th. He stated, "All around the city, the drains need to be cleaned, especially with the flooding that occurred on Flagler, King and Munroe, etc."

Commissioner Bass-Prieto

- Thanks to Mr. McLean for addressing the issues with the citizen and the grass in the right of way.
- West Washington and West Franklin Streets - extremely high grass.
- Certain part of King Street do not look like it has been swept in a while.
- The storm that is forming in the Atlantic – "What about our preparedness? Are we ready to go? What is the game plan?"
- City Manager McLean stated, "The city has already posted on the Facebook about what our citizens need to do and have on-hand. The staff have met and have developed a plan. We are addressing the storm drain clean-out issues. The Fire Chief has been directed to order supplies for our own staff. The other plan is the collection of back-up supplies for those citizens who decide to stay during the storm."
- "The summer youth program was to organize a list of people who may need help, like the elderly and/or disabled. How far did we get? Is it complete enough?"
- City Manager McLean commented the youth did work on it and he will give her a copy of the listing.
- TRIM Notice and proposed budget – "Has the notification been in the newspaper? Do we not have to file a notice of taxation and the budget?" The City Manager stated, "we have ten days before the budget meeting to have the TRIM notice out." "The Finance Director is working on this issue. Because of the actions that the commission took, we will not have a tax increase and again, you will not see any reference that there is a tax increase, the fact is, we are collecting slightly less money."
- Thanks to the Chief of Police Sapp for the speed monitoring device on King Street. "It seems to be the best thing for slowing the traffic down."
- "Since school is back in, we said that we were going to get with a DOT grant for lighting for school zones. Want to know when that will be coming in?" Mr. Ryals stated that he has sent quotes to the State of Florida. The effort is in the process.

Commissioner Harris

- On Saturday, August 31, renaming of Hillside Park in honor of Billy Redding, Sr. and Johnny Burns. Time: 10:00 am. Invitation to the public. Food and music will be provided. Also, Chief Sapp and Chief Bridges will be in attendance.
- "Thanks to all constituents and supporters in my District and through-out the city for words of encouragement and support to continue the work that is being done in our City."

- Thanks to the City Manager for holding-up the job and the work with integrity.
- There are projects being developed to help our citizens and will be reflected in the upcoming budget. He solicited support from the other commissioners on these projects.

Mayor Dowdell

- Thanks to the Junior Commissioners who came out tonight.
- Florida League of Cities Annual Conference – He has packets on various items voted on at the conference for each commissioner and did not bring because he was not sure about implications related to the Florida Sunshine law. He will give packets to City Clerk to give to the other commissioners.
- Travel policy concerns at the Florida League of Cities Conference – spent \$1,200.00 because of the City's travel policies and the P-Card requirements. Also, when the students were taken to dinner, the City manager spent \$1,000 from personal credit card, not the City's P-card. He requested the City Manager to put on the next agenda the issue of the city's travel policy. He recommended that the policy be changed.
- Flooding on Flagler, Hamilton and Osceola Streets. Thanks to Mr. Bell for assisting with this problem.
- He stated, "Do not want the citizens of Quincy to get discouraged because of the politics." He plans "to continue on the mission of doing the best for the citizens, even when commissioners do not agree. Also, citizens and commissioners need to understand "home rule". He also stated, "There was an excellent class on 'home rule' at the Florida League of Cities Conference."
- CRA Rules and Regulations – "There are guidelines that must be followed. If we do not, we will be in trouble."

Discussion: Commissioner McMillan questioned the travel policy. The City Manager provided a historical view of the City's policy and operational decisions. In reply to Commissioner McMillan, he (City Manager) stated, "There is no prohibition to staying at other locations." Commissioner McMillan recommended that the city should follow what is in the policy. The City Manager suggested, "Changes need to be made regarding the use of the P-Card. There is a prohibition in the use of the P-Card as it relates to lodging, conferences and travel." Procedurally, "the City sometimes write checks and checks are not accepted or favored at some hotels." "The P-Card tends to be too restricted." Commissioner McMillan stated, "as long as we are getting receipts, he was not sure what was the issue."

Commissioner Bass-Prieto stated, "A records request from last year indicated the travel of two commissioners staying at a condo, an extra day was added and was placed on your (City Manager) P-Card. A check was sent initially to pay for the condo; when arranging travel, can you not place the cost of whether it is condominium or hotel on your P-Card?" The City Manager responded, "they had to stay an extra day, therefore I used my P-Card for that."

Public Comments:

Vivian R. Howard, 805 South Virginia Street, Quincy – She asserted her complaints against Mayor Dowdell and Commissioner Harris. Ms. Howard also commented on a statement made by Mayor Dowdell, stating, “You should not be allowed to do whatever you want to do, you should be able to do what is legal and right and what benefits all of the citizens of Quincy that you represent. . .” “Because she said something, she is being portrayed as the enemy. . .” “She has individuals who support her as well . . . to act right and do right. Neither one of you have the right to disrespect any citizen, whether you like what I say or not. It is my opinion. . . I am going to stay here until you all do things right.”

Robert Finley, 213 West King Street, Quincy – He questioned, “Time – I made a request under the Freedom of Information Act some time ago . . . still waiting on an answer.” He also had a question regarding “maintenance”. His third item, “who writes the agenda?” He also mentioned “the white line – what is the fine for crossing the white line?”

Denise Hannah, 714 South 9th Street, Quincy – She questioned item #5 - Attorney's job announcement. She observed upon reviewing the packet, “there were only two applicants.” She suggested, “re-advertising, only advertised for two weeks; not in local paper; was on web and Florida League of Cities; need to do a better job of getting the word out. So, that we can have a vast pool of applicants.”

Adjournment: Motioned by Commissioner McMillan; seconded by Mayor Dowdell at 8:03 pm.

Submitted by: Dr. Beverly A. Nash, Acting City Clerk

APPROVED:

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

ATTEST:

Dr. Beverly A. Nash
Acting Clerk of the of Quincy, Florida
Acting Clerk of the City Commission thereof

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: August 27, 2019

DATE OF REQUEST: August 21, 2019

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager
Robin Ryals, Utilities Director

SUBJECT: Request to Raise Rates on Gas to City of Quincy Customers

Statement of Issue:

The information provided herein concerns the need to raise gas rates within the City of Quincy.

Background Information:

Gas rates to City customers have not been raised in more than 15 years and any fluctuations in price have been only due to cost to purchase changes which are subject to move monthly. Subsequently, the City revenue from our gas system has decreased overall during this period due to regulatory responsibilities which are continually being passed along to gas systems from the Public Service Commission and the overall gas industry.

The City of Quincy is a member of Municipal Gas Authority of Georgia and this is where our current gas supply comes from. Along with operating a gas distribution system, regulatory compliance within the operation is subject to review yearly by the PSC. Gas systems such as Quincy, are held responsible by the PSC for detailed records management, for all operator qualifications, report preparation, regulatory representation, and keeping current manuals updated. This is the major reason for the request to raise rates so that our gas system can meet the requirements of the PSC and operate in good standing. An attachment is provided as to give you a more detailed look at our MGAG affiliation, the Subscribed Regulatory Compliance Service, and the requirements that we as a gas system must live up to.

Recommendation:

Also attached to this request dated January 9th of this year is an email to the City Commission relaying the outcome of our 2018 PSC evaluation which cited 4 deficiencies within our current program. All of these items are related to the issue of having funds to

cure these deficiencies through outside assistance from the SRCS. These issues have persisted over the past several years and could eventually lead to fines and penalties from the PSC. Also attached is a letter from Mr. Ryals to the City Manager concerning issues with operator qualifications or our lack thereof. All of this serves as evidence that even though we run a safe gas system, there are areas where we need professional assistance to keep up with the standards we are responsible to meet.

Based on the evidence presented, staff is asking for a 4% rate increase in current monthly charges to pay for professional services from SRCS at a rate of \$0.09 per MCF (constitutes 2% hike) and also to create a small cushion to assist the City in getting back a small amount of what has been lost over the last decade. To assist you in making this decision, also attached is a spreadsheet created to show our current rate in July, a two percent column which only contains the \$0.09 for regulatory compliance, and two additional columns which shows a 4 & 5 percent increase which will help us maintain staff and equipment. These columns at the bottom shows anticipated yearly increases to customers which is very minimum.

Options:

- 1) Vote to enter into a service agreement with the SRCS and increase gas rates for the upcoming year by 4%.
- 2) Direct staff as to what direction it needs to proceed to meet regulatory compliance issues which it currently faces.

Attachments:

- 1) Background Info on the SRCS
- 2) Email concerning Regulatory Issues
- 3) Letter Concerning Operator Qualifications
- 4) Rate Schedule Spreadsheet



MUNICIPAL GAS
AUTHORITY OF GEORGIA

Who We Are & What We Do

The Municipal Gas Authority of Georgia (the Gas Authority) is the largest non-profit natural gas joint-action agency in the United States, serving 79 Members in Georgia, Alabama, Pennsylvania, Tennessee, and Florida that meet the gas needs of more than 245,000 customers. In addition, the agency provides services to 34 other agencies and public systems referred to as "Partners." The Gas Authority serves as the manager of both Public Gas Partners, Inc. (PGP) and Main Street Natural Gas, Inc. (Main Street), which acquire and provide economical natural gas reserves, in the case of PGP, and long-term prepaid natural gas supplies, in the case of Main Street, to the Gas Authority and other public systems.

History

The Gas Authority was formed in 1987 by an Act of the Georgia General Assembly to assist municipal Members who own and operate natural gas distribution systems. Member and Partner systems are located on the pipeline facilities of seven interstate pipelines. The Gas Authority provides a broad array of gas supply, marketing and other related services, which deliver significant benefits to its Members, Partners and the customers they serve. Services include gas supply and storage management, supply and capacity planning, regulatory representation, industrial customer assistance, budget assistance, rate design, budget forecasting, market development, communications, project financing, risk management assistance, regulatory compliance, and training.

Mission

To provide municipalities a reliable, economical supply of natural gas, and to assist them in developing and growing their gas systems to optimize the benefits of public ownership.

Board of Directors

Chairman: Kenneth Usry, Mayor, City of Thomson

Vice Chairman: Chris Hobby, City Manager, City of Bainbridge

Secretary-Treasurer: Steve Sykes, City Manager, City of Camilla

Michael Clay, Director of Utilities, City of Dublin

Luther "Buddy" Duke III, Mayor, City of Adel

Todd Hardigree, Gas Superintendent, City of Lawrenceville

Jon Mason, Assistant Gas Superintendent, Chambersburg (PA) Municipal Gas Department

Howard McKinnon, Town Manager, Town of Havana (FL)

David Nunn, City Manager, City of Madison

Daren Perkins, Gas Superintendent, City of Buford

Chuck Shaheen, Former Councilman, City of Warner Robins

Irving Thompson, General Manager, East Central Alabama Gas District (Ashland, AL)



SUBSCRIBED REGULATORY COMPLIANCE SERVICE

The Subscribed Regulatory Compliance Service (SRCS) was formed by the Municipal Gas Authority of Georgia in 2006. It was created to meet the growing need for a comprehensive, effective, and affordable service to assist public gas systems in achieving and maintaining compliance with the Pipeline Safety Code.

Prior to 2006, meeting even the minimum pipeline safety requirements was becoming more and more difficult. Contributing factors to the challenges include the aging pipeline infrastructure, increasing incidents of third-party damages, and growing pressure on the Office of Pipeline Safety to fine operators failing to meet minimum requirements.

When the need arose (as frequently requested by Members of the Gas Authority), the Executive Committee of the GMA Gas Section approached the Gas Authority with an important request: that they would become the statewide administrator of its Operator Qualification Program.

Since its forming over a decade ago, SRCS has revolutionized the way that public gas systems handle the issue of compliance. Made available initially to all public gas systems in Georgia, including Gas Authority Members and non-members alike, and later expanding into Alabama, SRCS is offered as a separate, standalone service on a subscribed basis.

There is a component service that is available to natural gas contractors through which their "qualified" employees are covered under the same OQ Program used by subscribing cities. This can eliminate the need to again qualify their employees before putting them to work on the facilities of a subscriber city.

THE SRCS PROVIDES THE FOLLOWING SERVICES TO SUBSCRIBERS:

1. Records Management – Standard, centralized records demonstrating each subscriber's compliance with applicable sections of the Pipeline Safety Code. Records are accessible via the Internet portal, but can also be housed locally for inspection and reference.
2. Operator Qualification – System for administration of OQ including the facilitation of training, testing, and program updating.
3. Report Preparation – Assistance with preparation and submittal of federal and state pipeline safety reports.



4. Regulatory Representation – Subscribers are supported in interaction with state regulators. The service includes inspection preparation and response, seeking uniform treatment for all subscribers with regard to inspection and enforcement. SRCS works closely with state regulators to ensure the service delivers what is required by federal and state regulations. In addition, SRCS is actively involved at the national level through participation in the Operations Committees of the American Public Gas Association and the Southern Gas Association.
5. System Manuals and Plans – Catalog of “Master Manuals” with assistance in customization and updating to ensure new code requirements and inspection findings are integrated into manuals and plans.

SRCS does not include any hard design or engineering services and it does not provide hands-on operational services. The Gas Authority was never meant to be a competitor of the traditional contractors or engineering consultants. In fact, the SRCS staff works closely with each subscriber and their contractors and consultants to ensure the subscriber remains in the best possible light before the Public Service Commission and the subscriber’s liability insurance carrier. Each system is fully responsible for its own actions and will assume no responsibility for the action or inaction of others.

Subscriber terms are ongoing contractual relationships. Budgets and subscription fees are established annually with input from the subscribers. Each year, there is a comment period during which the Gas Authority Board considers the subscribers’ feedback prior to final approval.

The SRCS strives to provide the most value for each Subscriber to make their involvement worthwhile. The investment in the service averages just a few cents per dekatherm for most cities.

Complying with Pipeline Safety Regulations is necessary and it has a cost. Alternatively, there is an even more significant cost in failing to comply. Through this joint-action model, SRCS has paved the way for cities to cost-effectively achieve and maintain compliance while adding significant value.



Subscribed Regulatory Compliance Service Update August 1, 2019

1. Records Management (ECG HiperWEB Work Order System)
 - a. Web-based work order system & CMMS inspection module included
 - b. Additional work order modules (water, sewer, etc.) available
 2. Operator Qualification
 - a. Web-based GMA Gas Section Qualification Keeper Program included
 - i. Subscriber responsible for initial purchase and annual dues
 - b. Limited on-site and regional Training & Evaluating available
 - c. Contractor-Subscriber access
 3. Report Preparation
 - a. Assistance with PHSMA & State Annual, PHSMA & State Incident, State Pre-Construction, Dig Law Damage, & special reporting as needed
 4. Regulatory Representation
 - a. American Public Gas Association (APGA) - Operations & Safety Committee
 - b. APGA Security & Integrity Foundation - OQ, DIMP, Compliance, D&A, O&M Manual, O&M Procedures Working Groups; and SIF Board of Directors
 - c. Southern Gas Association (SGA) - Operations Committee
 - d. State Inspection Assistance - Preparation, Attendance, Response
 - e. GPSC Countywide Safety Plans - Development, implementation, & modification assistance
 5. Master Manual Development
 - a. Public Awareness Plan - Gas Authority Plan supported
 - b. Emergency Plan - SRCS Plan
 - c. Welding Procedures - SRCS Procedures
 - d. Anti-Drug and Alcohol Misuse Prevention Plans - SIF program included
 - e. Operations & Maintenance Manual - SRCS Manual; SIF program in development
 - f. O&M Procedures Manual - SIF Procedures supported
 - g. Equipment Manual - Subscriber-specific - SRCS assistance available
 - h. Operator Qualification Plan - GMA Gas Section Plan supported
 - i. Distribution Integrity Management Plan - SIF SHRIMP program included
 - j. Pipeline Integrity Management Plan - By others
- Subscribers
 - Municipal 68 (63 in GA, 5 in AL)
 - Master Meter Operator 5
 - Other Operator 2
 - Contractor 25
 - Staff
 - Director
 - Manager
 - Technical Analyst
 - Five Regulatory Compliance Analysts



PHMSA Requirements and the Subscribed Regulatory Compliance Service

The Pipeline and Hazardous Materials Safety Administration ("PHMSA") of the U.S. Department of Transportation is responsible for creating and enforcing pipeline safety regulations. Enforcement on most natural gas distribution Operators is performed by state agencies, such as the Florida Public Service Commission, under contract with PHMSA. The regulations that are generally applicable to distribution Operators are contained in 49 CFR Parts 191 – Reports, 192 – Minimum Federal Safety Standards, and 199 and 49 – Drug & Alcohol Testing.

The Subscribed Regulatory Compliance Service ("SRCS") provides products and services designed to assist Operators in complying with these requirements and documenting that compliance, along with a staff to help implement them. The relationship between the PHMSA regulations and SRCS services is described below. Each section includes a summary of the associated SRCS service.

Recordkeeping/Documentation – Part 192 requires Operators to prepare and maintain records of most activities related to their pipeline facilities. The specified retention periods vary from five years to the life of the pipeline; but even where a retention period is not stated, some proof must be kept. Hence, the adage, "If it's not documented, it didn't happen." SRCS provides a work order system and an inspection module designed to capture and maintain minimum records necessary to demonstrate compliance.

- a. Records Management (ECG HiperWEB Work Order System)
 - i. Web-based work order system for natural gas included
 - ii. Inspections module in CMMS platform included
 - iii. Additional work order modules (electric, water, sewer, etc.) available

Operator Qualification – Part 192 requires Operators to "qualify" individuals performing certain tasks on their pipeline facilities. The Operator must identify "Covered Tasks" and demonstrate that the individuals performing these Covered Tasks have the appropriate knowledge, skills, and ability to do so. SRCS provides an Operator Qualification Plan, complete with a Covered Task list and associated Procedures. SRCS also provides a web-based system to generate written tests and evaluation checklists necessary to Qualify personnel, and to track the Qualifications of these individuals. Reminders of expiring Qualifications are sent out monthly.

- b. Operator Qualification
 - i. Web-based GMA Gas Section Qualification Keeper Program included
 - ii. Limited on-site and regional Training & Evaluating available
 - iii. Contractor-Subscriber access available



Reporting – Part 191 requires Operators to submit detailed annual reports of data related to their pipeline facilities. In certain situations, called “Incidents,” special investigation and reporting is also required. SRCS provides methods for collecting, storing, and retrieving this data; and SRCS personnel are available to assist Operators with interpretation of this data and submittal of related reports.

c. Report Preparation

- i. Assistance with PHSMA & FPSC Annual, PHSMA Incident, FPSC Accident or Outage, FPSC Preconstruction, & special reporting as needed

Inspections and Rulemaking – State regulatory agencies are required to determine the status of Operators’ compliance with the Federal Regulations. These agencies are empowered to inspect Operators’ records and facilities to make this determination, and to issue citations and penalties for non-compliance. SRCS personnel are available to assist Operators in preparing for inspections, to attend the inspections, and to assist in responding to the reports on these inspections. Also, PHMSA and state regulatory agencies periodically initiate new rulemaking processes. Through participation in national, regional, and state organizations, SRCS staff monitor these rulemakings from advance notice to final rule, and submit comments and recommendations on behalf of Operators.

d. Regulatory Representation

- i. American Public Gas Association (APGA) – Operations & Safety Committee
- ii. APGA Security & Integrity Foundation (SIF) – Operator Qualification, Distribution Integrity Management, Compliance, Drug & Alcohol, Operations & Maintenance Manual, O&M Procedures Working Groups; and SIF Board of Directors
- iii. Southern Gas Association (SGA) – Operations Committee
- iv. FPSC Inspection Assistance – Preparation, Attendance, Response

Manuals, Plans, and Procedures – Parts 192, 199, and 40 require numerous manuals, plans, and procedures describing what an Operator is required to do, how and when it will be done, and how it will be improved, if necessary. SRCS provides a catalog of manuals, plans, and procedures to meet these requirements. SRCS staff assist Operators with customizing, implementing, and maintaining these documents.

e. Master Manual Development

- i. Public Awareness Plan – Gas Authority Plan included & supported
- ii. Emergency Plan – SRCS Plan
- iii. Welding Procedures – SRCS Procedures
- iv. Anti-Drug and Alcohol Misuse Prevention Plans – SIF program included
- v. Operations & Maintenance Manual – SRCS Manual included
- vi. O&M Procedures Manual – SIF Procedures supported
- vii. Equipment Manual – Subscriber-specific – SRCS assistance available
- viii. Operator Qualification Plan – GMA Gas Section Plan supported
- ix. Distribution Integrity Management Plan – SIF SHRIMP program included
- x. Pipeline Integrity Management Plan – By others

Mo Cox

From: Robin Ryals
Sent: Wednesday, August 21, 2019 4:28 PM
To: Mo Cox
Subject: FW: Evaluation by the PSC of City of Quincy's gas pipeline

From: Eric Groom [mailto:ericg@rose.net]
Sent: Wednesday, January 9, 2019 2:18 PM
To: Robin Ryals <rryals@myquincy.net>
Subject: RE: Evaluation by the PSC of City of Quincy's gas pipeline

Got it thanks.

From: Robin Ryals <rryals@myquincy.net>
Sent: Wednesday, January 09, 2019 12:25 PM
To: ericg@rose.net
Subject: FW: Evaluation by the PSC of City of Quincy's gas pipeline

From: Jack Mclean
Sent: Thursday, January 3, 2019 2:57 AM
To: Robin Ryals <rryals@myquincy.net>; Ann Sherman <Asherman@myquincy.net>
Subject: FW: Evaluation by the PSC of City of Quincy's gas pipeline

Robin attached is the PSC Gas Pipeline Review as requested. Thanks. P.S. Ann note the section on drug testing.

From: Jack Mclean
Sent: Sunday, December 23, 2018 11:29 PM
To: Angela G. Sapp; Daniel McMillan; andygav111@yahoo.com; Keith

Dowdell; 'Ronte Harris'
Subject: Evaluation by the PSC of City of Quincy's gas pipeline

Mayor and Commissioners, the PSC completed an evaluation of the physical facilities and records of the City of Quincy's gas pipeline system on December 11, 2018. The evaluation consisted of review and verification of related documents, field tests, and interviews with employees. The pipeline safety evaluation detected four violations:

1. 49 CFR 192.605- Procedural manual for operations, maintenance and emergencies
2. 49 CFR 192.616(c)- Public Awareness
3. Chapter 25-12.060, F.A.C.- General Records
4. 49 CFR 199.105(c)(6)- Drug tests required

These violations must be resolve with the next 3 months. I am scheduling a meeting with the Utility Director to address the violations and will update you. For your information I am providing you with a copy of the PSC's review. Thanks!

Robin Ryals

City of Quincy Utilities Director

Jack McLean

City of Quincy Manager

Mr. Manager

Upon reviewing the Natural Gas Safety Rules of the Florida Public Service Commission chapter 25-12. I am certain that we as a municipal provider of gas services are in violation of various areas of the code rules concerning safety.

25-12.004 Definition (2) Clearly states the word "Every person" in the terms concerning utility or operator. The term "Inspector" applies to the person initiating action to assure compliance to the codes. As I interpret this it would include duties such as checking for leaks, turning valves, as well as necessary repairs in Gas utility work especially after-hours. We have on weekly stand by employees who are to check these Gas services.

25-12.020 states that "Inspectors" SHALL be qualified by appropriate training and experience to recognize departures from specifications and repair them.

25-12.041 Refers to an operator receiving and responding to reported gas leaks and emergencies.

At least (15) workers in the utility department are associated with Natural gas in the definitions described by the PSC. Which includes Gas system full time employees, Meter readers, stand-by personnel, and other underground utilities related crews such as water and underground electric working in close proximity to Gas.

We currently have only (2) employees with the proper training to comply with the PSC Standard training. It is with a training provider at current cost of certification for \$277.50 per person per year. At this current rate it would cost us \$4,162 per year to Qualify the true number of employees that meet "my" description of "Inspector or Operator"

These numbers required me as Director to search for a reasonable alternative to a group of "Compliance Issues" related to natural Gas Reporting and Qualifications including Public Awareness, Emergency Management plans, Federal and State of Florida reporting policies and procedures and the list goes on and on.

During the research I conferred with some of the different vendors we use or have used over past and present years. I feel it is in the best interest of the City to consider and use professional assistance in the compliance and training fields. By outsourcing or contracting assistance it will greatly improve the compliance accuracy and implementation of many areas that we are currently struggling with. Last year we came up short with some of our end of the State Expectations such as Drug testing (which now has greater rule changes to include a larger screening) as well as new policies in Reporting, code changes, Public Awareness and employee operator qualifications. It is also reported to the Federal Government by Federal FEMSA reports.

The solution I propose is for our Natural Gas supplier (Municipal Gas Authority of Georgia) to assist us with all of our State, and Federal Report preparations, Record management, Operator Qualifications, Safety manuals and all related subject concerning Natural Gas Regulations.

The Gas Authority will add a cost (which I feel is reasonable) to the monthly gas bill the city receives from the Authority. (see attached sheet). The overall cost will be 0.092 cent per MCF or which would equal less than 1 cent per 100 cubic feet on the meter. (Each number change in the reading equals 100 ft. of gas) This charge will be on the City Side of the charges and will not affect what each customer pays. The City will have to change the rates on the price per cubic foot of Gas to increase revenue.

I spoke with Mr. Eric Groom about possible rate increases to the customers being it has been a long time since gas rates have been adjusted and he is going to do a rate comparison for us.

Robin




THE CITY OF QUINCY

FIRM GAS SERVICE

Residential & Commercial Customers

FOR SERVICE DURING:
CONVERSION FACTOR:

Current
JunJul19
1.0300

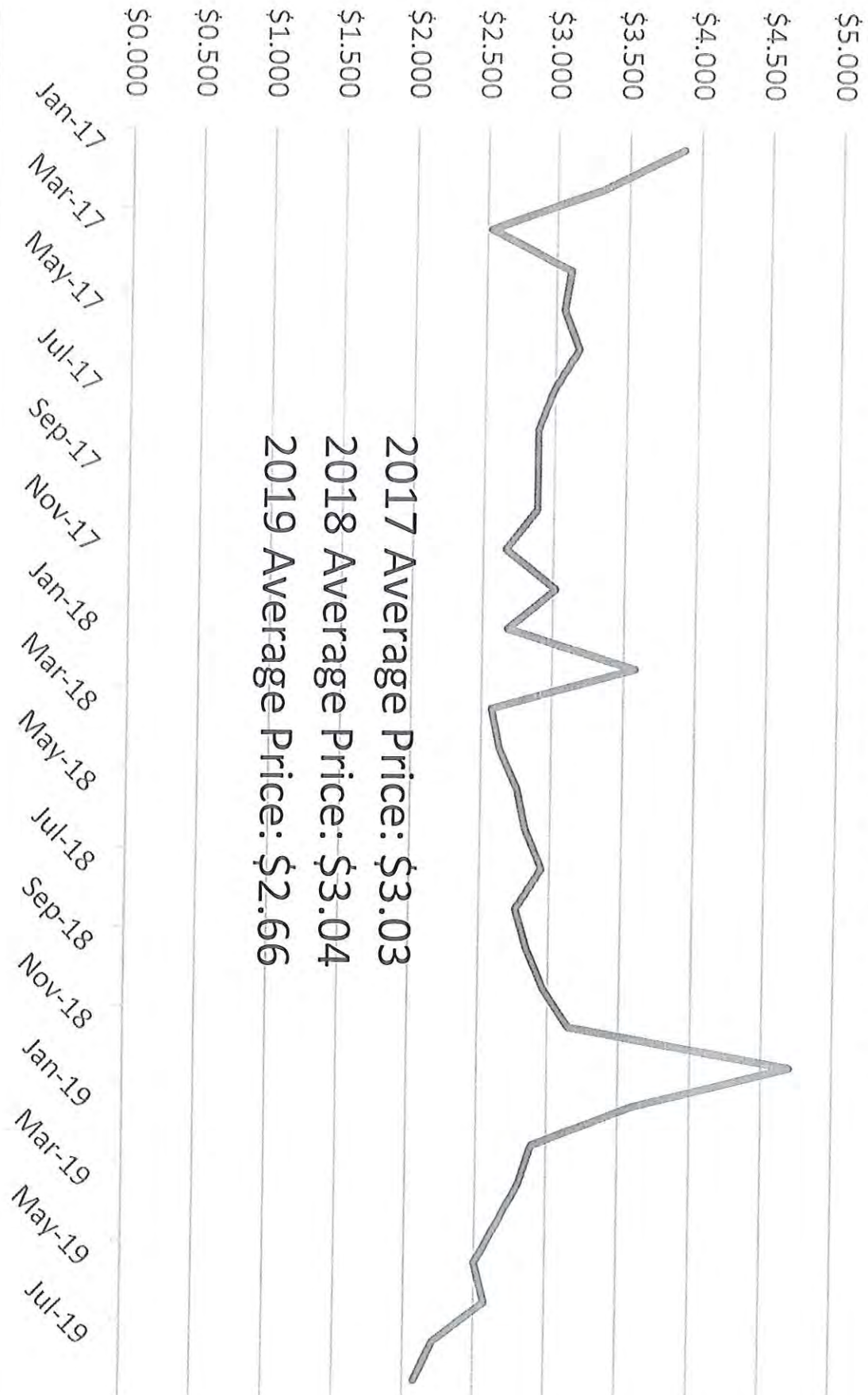
Proposed (2%)  Proposed (4%)  Proposed (5%) 

DEMAND COMPONENTS	TOTAL \$	TOTAL \$	TOTAL \$	TOTAL \$
Demand Charges:	\$7,846	No Change	No Change	No Change
Firm Volume:	2,794	No Change	No Change	No Change

RATE COMPONENTS	\$/MCF	\$/MCF	\$/MCF	\$/MCF
Demand Charges	\$2.892	No Change	No Change	No Change
Spot Market Index Price	\$2.462	No Change	No Change	No Change
Pipeline Fuel Retention	\$0.111	No Change	No Change	No Change
Firm Transportation	\$0.250	No Change	No Change	No Change
SSC + SC + G&A	\$0.894	No Change	No Change	No Change
Regulatory Compliance	\$0.000	\$0.090	\$0.090	\$0.090
Delivered Cost to City Gate	\$6.609	\$6.699	\$6.699	\$6.699
City Distribution Charge	\$4.500	\$4.590	\$4.680	\$4.725
<u>Total Sales Rate excluding taxes and base charges</u>				
Residential & Commercial Customers	\$/MCF \$11.109	\$/MCF \$11.289	\$/MCF \$11.379	\$/MCF \$11.424
Residential & Commercial Customers	\$/CCF \$1.111	\$/CCF \$1.129	\$/CCF \$1.138	\$/CCF \$1.142

Residential Customer Bill (Summer):	\$27.22	\$27.58	\$27.76	\$27.85
Increase in Average Bill:		\$0.36	\$0.54	\$0.63
Residential Customer Bill (Winter):	\$116.09	\$117.89	\$118.79	\$119.24
Increase in Average Bill:		\$1.80	\$2.70	\$3.15
Residential Customer Bill (Annual):	\$616.01	\$625.91	\$630.86	\$633.33
Total Annual Increase:		\$9.90	\$14.85	\$17.33

Natural Gas Wholesale Prices



**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: September 10, 2019

DATE OF REQUEST: September 5, 2019

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager
Robin Ryals, Utilities Director

SUBJECT: Request to Purchase a 20 Mega Watt Transformer for the North Substation

Statement of Issue:

The information provided herein concerns the need to purchase a new 20 Mega Watt transformer for our North Station to replace three 60-year-old 5 Mega Watt transformers currently in differing stages of deterioration.

Background Information:

Back at the middle to end of 2018, oil and gas analysis was run on our seven 5 MW transformers at the North Substation. The results came back showing age deterioration within the internal workings. The signs resulting in the report showed a carbon build up in the oil filled portion of several of the transformers. Remember we are dealing with transformer which are over a half century old which compounds the issue of repairing these units in place. Discussions have been on-goings since that report was received on what would be the most cost effective way to proceed.

After much discussion with people who have served us for years along with other professionals brought in to advise on this issue, the conclusion has been determined it will be the most efficient use of City funds to purchase a new 20 MW transformer to replace three of the most vulnerable units and salvaging the best of the four for a standby for the three original units which will be kept. Logistics for the installation have been worked out by staff and can be described by the Utilities Director, Robin Ryals upon Commission enquires.

Recommendation:

Staff, upon reaching this conclusion, have specified the needs of our station and a copy of those specs are attached for your review. We need to remember that early in 2019, the estimated cost of this purchase was believed to be over \$500,000. But after much discussion and leg work, three legitimate quotes have been supplied for you to review.

The best of these quotes were from Howard Industries for the sum of \$265,000. Most of the work to be performed to place the unit will be done by City crews. The delivery of the unit could be delivered within 40 weeks which still puts the solution to our capacity issues a long way out. But at this point, the solution time will not start until we make a firm decision and our electrical needs will be in limbo. Any reduction in our current capacity at our North or South stations will only reduce current capabilities of our system particularly during extreme hot or cold weather.

Options:

- 1) Vote to approve the purchase of the provided quote from Howard for a 20 MW transformer within this year's budget.
- 2) Vote for staff to go in another direction at the Commission's recommendation.

Attachments:

- 1) City Specifications
- 2) Quotes from Howard/Solomon/Transformer Network

We are in the market for a 67000-12470Y/7200 20/25mva Substation Transformer.

It would need to include:

- (1) HV&LV CU/CU circular disc windings
- (2) New PCORE HV Bushings
- (3) New LV bushings (Top mounted)
- (4) New Guages Liquid Level and Temp
- (5) New Qualitrol pressure/vacuum guage with bleeder. (or suitable equivalent)
- (6) Drain valve with sampler
- (7) (2) stages of fans which would be 20MV with no fans, 26.6Mv with (1) stage fans and 33.3MV with (2nd) Stage fans
- (8) NEMA 4 control Box with terminal strips for alarm contacts and Auto/Manual control switches.
- (9) 5 position no load Tapchanger
- (10) New mineral Oil

Taps are as follows

70600

68800

67000

65200

63400

Impedence Needs to be 8.2% or very close so the transformer can be paralleled to an equilavent Bank already on site.

I know this may seem to be a lot of information but better more than less

Robin Ryals City of Quincy Utilities Director



Date: July 23, 2019

To: Robin Ryals

Inquiry: City of Quincy

Quotation# JZ-1731



Sales Representative: David Dampier, Tri-State

Phone: 850-539-8088

Email: DDampier@tsup.com

Prepared by: Jaime Boler

Phone: 601-422-1421

Email: jboler@howard-ind.com

Regional Manager: Jeremy Hoagland

Phone: 601-422-1943

Email: jhoagland@howard-ind.com



July 23, 2019

To: **Robin Ryals**
Inquiry: **City of Quincy**
Quotation **JZ-1731**
Number:

Sales Representative: David Dampier, Tri-State

Phone: 850-539-8088
Email: DDampier@tsup.com

Prepared By: Jaime Boler

Phone: 601-422-1421
Email: jboler@howard-ind.com

Regional Manager: Jeremy Hoagland

Phone: 601-422-1943
Email: jhoagland@howard-ind.com

Howard Industries is pleased to offer our proposal for your power transformer requirements.

Offered power transformers will be manufactured with windings in a circular configuration and accessories in accordance with the current IEEE and NEMA standards, your specifications and bid documents, with exceptions listed below. We have provided this proposal with the understanding that your specification and bid documents include the requirements of the state and local authorities having jurisdiction over the installation(s) that will affect the design of the transformer and its accessories. Please see the attached Power Quotation Summary sheet (one per item) and the information below for the details concerning our quotation.

PRICING/VALIDITY/ ORDER POLICY

ITEM NO: JZ-1731-001 QUANTITY: 1 NET PRICE: \$ 265,000.00 EA.

All quoted prices are subject to the following conditions:

1. Factory acceptance of a written purchase order or contract within the quotation validity period of 120 days, unless changed in the interim by written notice.
2. For orders requiring drawing approval, a release to immediately proceed with production must be returned to Howard Industries within 7 days after drawing submittal to maintain the delivery schedule.
3. Our pricing is firm based on the delivery schedule below.

DELIVERY SCHEDULE

Shipment will be 26 weeks after the acceptance of a written purchase order in our office, subject to plant loading at the time of receipt of order.

FIELD SERVICE

The following field services have been included in the base price:

- Assembly

- Acceptance Testing

Please note that no site visit has been made therefore the cost of field services has been estimated assuming the following: 1) transformer can be assembled with no further than a 25' single lift from center of crane to center of transformer, 2) no obstructions, 3) free and clear access to work area including sufficient area for set-up and operation of equipment proposed, 4) site conditions are assumed adequate for equipment proposed, 5) no additional matting or soil improvement is required.

PAYMENT TERMS:

Net 30 days

LOSS GUARANTEE

In accordance with the current IEEE Standard C57.12.00 Section 5.9, No-load (core) loss guarantee on the attached performance specification(s) is based on the standard reference temperature of 20°C. Load (winding) loss guarantee is at the standard reference temperature of 85°C on 65°C rise rated transformers (or 75°C on 55/65°C rise rated transformers).

Howard Industries tests no-load and load losses with less than 1.0% measurement error. These measurement errors are determined by a calibration system that is traceable to the National Institute of Standards and Technology (formerly the National Bureau of Standards) using methods described in NIST Technical Note 1204.

WARRANTY

The attached Medium Power Transformer Warranty will apply to this quotation.

SHIPMENT

The above quoted transformer will be shipped from our Ellisville, Mississippi facility fluid filled by truck (with bushings and radiators removed) to your specified destination within the 48 contiguous United States. The quoted price is based on shipment as far as the original shipping vehicle can go. If any obstructions are encountered the customer will be responsible getting the transformer and it's accessories to the end destination including any truck demurrage if required.

DRAWINGS

Approval drawings will be sent 16 weeks after acceptance of order. Final drawings and instruction books will be sent at shipment.

TERMS & CONDITIONS

The attached Howard Industries Transformer Terms and Conditions of Sale are an integral part of this offer and shall apply except as otherwise agreed to in writing by an authorized employee of Howard Industries.

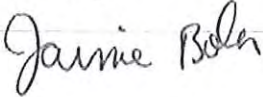
EXCEPTIONS / CLARIFICATIONS:

1. The Howard Industries Medium Power Transformer Warranty applies in lieu of all others specified, expressed or implied.
2. The Howard Industries Medium Power Transformer Warranty applies in lieu of all others specified, expressed or implied. The Howard Industries Medium Power Five-Year Warranty is available for an additional cost of \$7,950.00 per transformer.
3. Howard Industries is quoting its standard Terms and Conditions of Sale, see please see the attached document for details.
4. Taxes or duties are not included in the above pricing, if taxes or duties are incurred the cost will be passed to purchaser. All prices are in US dollars.
5. Winding material is specified on the attached Power Quotation Summary.

ATTACHMENTS

- Power Quotation Summary (one per item)
- Outline Drawings
- Standard Terms and Conditions of Sale for Medium Power Transformers (Document 2.4.62,Rev.5)
- Medium Power Transformer Warranty (Document 2.4.63,Rev.4)
- Medium Power Five-Year Warranty (Document 2.4.64,Rev.4)
- Medium Power Cancellation/Delay Policy(Document 2.4.16,Rev.1)
- Medium Power Storage Policy(Document 2.4.80,Rev.0)

Sincerely,



Jaime Boler
Quotations Technician
Howard Industries, Inc.

Medium Power Design Summary

Designer:
DT

Today's Date: 15-Jul-19 **Quotation No.:** JZ1731001

Specification No.: Customer **Customer Name:** City of Quincy

Power Rating [MVA]: 20/26.6/33.33 **Rise [°C]:** 65 **No. Phases:** Three

Cooling Class: ONAN/ONAF/ONAF MINERAL OIL **Frequency:** 60 **Phase Relation:** Dyn1

HV Terminal: **Windings material:** Copper

Rated voltage: 67000 **Wdg Connection:** D

HV taps: 2 x +/- 2.5% **Line BIL [kV]:** 350

Neutral BIL [kV]: N/A

LV Terminal: **Wdg Connection:** Y

Rated voltage: 12470 **Line BIL [kV]:** 110

LV taps: N **Neutral BIL [kV]:** 110

TV or LV2: **Wdg Connection:** N/A

Rated voltage: none **Winding BIL [kV]:** N/A

LV taps: none

Performance Characteristics: **NLL \$/kW:** 0 **LL \$/kW:** 0

No load loss at 100% kV 67 kV 19.70 kW at 3-N **Loss tap:** Quoted **%I_Z @ base MVA:** 8.20%

Load loss in kW at MVA: 20 MVA 84.20 kW at 3-N **%I_{ex} @ [100%/110%]:** 0.200 1.450

Aux. Loss @ max MYA [kW]: 2.00 **Sound Pressure min/max:** 69.50 70.50

Efficiency @ unity P.F.: 125% 100% 75% 50% 25% load => 48.370%
99.40 99.5 99.55 99.59 99.50 Eff_{max} => 99.594

Regulation @ 100% load: 1.00 P.F. (lag) = 0.756 x/r = 19.5
0.80 P.F. (lag) = 5.449

Approximate Weights & Dimensions:

Base - Length X Width [Inches]: 110 58 **Assembled Wgt [LBS]:** 84383

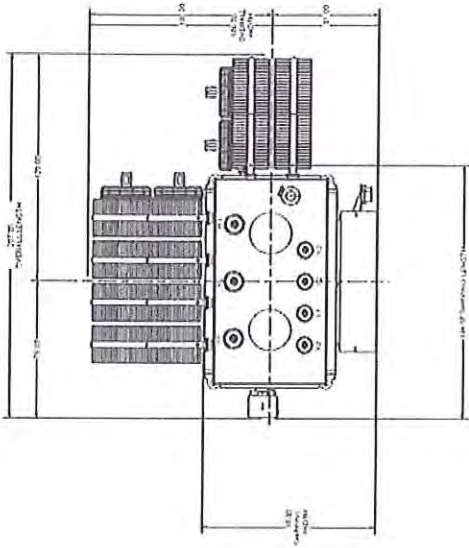
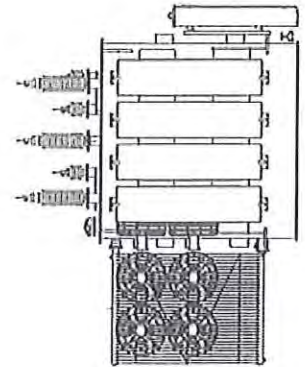
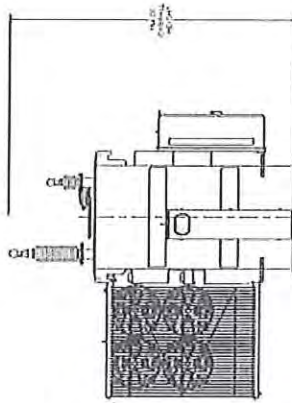
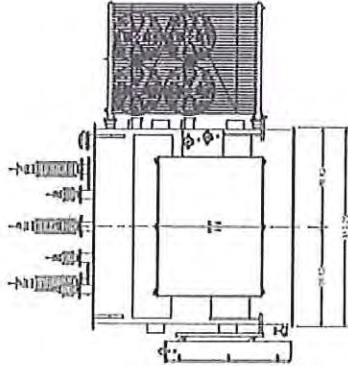
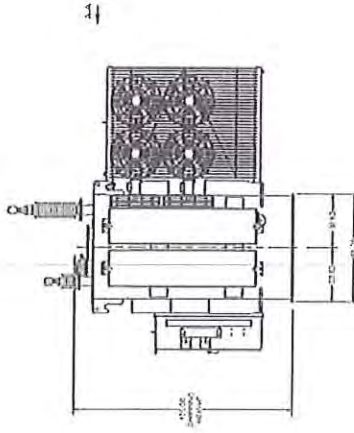
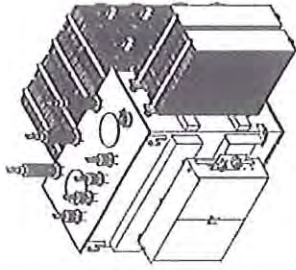
Overall - L x W x H: 188 156 158 **Untanking Wgt [LBS]:** 42793

Liquid - gallons // pounds: 2480 18600 **Untanking E [plus sling]:** 267

Shipping Wgt with oil [LBS]: 74741 **Shipping LxWxH (in):** 115 83 123

Shipping Wgt without oil [LBS]: 56141 **Hgt Trnk-D:** 116

*SHIPPING CONFIGURATION WITHOUT RADIATORS,BUSHINGS,ATC



REV	DATE	BY	CHKD	DESCRIPTION

THIS DRAWING IS THE PROPERTY OF HOWARD INDUSTRIES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND QUANTITY SPECIFIED THEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HOWARD INDUSTRIES, INC.

HOWARD INDUSTRIES, INC.
 1000 W. 10th Street
 Tulsa, Oklahoma 74103
 Phone: (918) 438-1111
 Fax: (918) 438-1112

NO.	REV.	DATE	BY	CHKD.	DESCRIPTION

Howard Industries, Inc.
**Standard Terms and Conditions of Sale
for Medium Power Transformers**

These Terms and Conditions shall govern the sale of medium power transformers (hereinafter "Equipment") manufactured by Howard Industries, Inc. (hereinafter the "Supplier"). Purchaser accepts these Terms and Conditions as applicable to this sale, ~~notwithstanding any purported terms and conditions contained in any document prepared by~~ Purchaser in connection with this sale. Additional or different terms and conditions offered by Purchaser are objected to by Supplier and shall not apply to this sale unless specifically agreed to in writing signed by Supplier. These Terms and Conditions may not be modified without the express written consent of Supplier.

1. **ACCEPTANCE.** No orders shall be binding upon Supplier until accepted in writing by the Supplier at its headquarters office in Laurel, Mississippi. The Supplier's acceptance of the Purchaser's order is conditioned upon the Purchaser's assent to the Terms and Conditions set forth herein, and that they shall be deemed as part of such order. No modified or other conditions shall be recognized by the Supplier unless specifically agreed to in writing signed by the Supplier, and failure of the Supplier to object to provisions contained in any purchase order or other communication from a Purchaser shall not be construed as a waiver of these conditions nor an acceptance of any such provisions.
2. **CHANGE, CANCELLATION.** No order accepted by the Supplier may be altered or modified by the Purchaser unless agreed to in writing signed by the Supplier, and no such order may be canceled or terminated by the Purchaser except with the written consent of the Supplier and upon payment of the Supplier's losses, damages and expense arising from such cancellation or termination as defined in Supplier's Cancellation/Delay Policy.
3. **PRICING POLICY.** Unless otherwise stated in writing, quoted prices shall be firm only for the duration of the quotation and only for shipment within the quoted leadtime. All prices are stated in U.S Dollars. Unless otherwise stated on the Supplier's quotation, prices do not include costs of installation, setup, field testing, start-up services, training any other on-site services or taxes.
4. **TERMS OF PAYMENT.** Terms of payment are net 30 days from date of invoice, unless otherwise specifically agreed in writing. A late charge of one and one half percent (1-1/2%) per month shall be applicable to past due balances. If shipment is delayed by Purchaser, the invoice shall issue when the Supplier is prepared to ship. If Purchaser fails to pay any invoice in full within the time stated in the payment terms hereof, Supplier may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.
5. **TAXES.** Price does not include sales, use, excise, or any other taxes related to the transaction, for which Purchaser assumes liability wherever applicable to this contract, unless otherwise agreed in writing. Purchaser shall self-assess itself for the gross amount of any present or future sales, use, excise, value-added, transactional, or other

similar tax applicable to the sale or delivery of Equipment furnished under any agreement, contract, or purchase order to which these Terms and Conditions apply and shall fully pay and remit the same to the Supplier with a properly completed tax exemption certificate. Purchaser shall fully indemnify and hold harmless the Supplier from any and all liability for the payment of any taxes or penalties or interest hereon due or claimed to be due as a result of the sale or delivery of Equipment.

6. **FREIGHT, DELIVERY, TITLE AND RISK OF LOSS, DETENTION.** Prices are F.O.B. jobsite or nearest rail siding, freight prepaid and allowed, to the jobsite or nearest rail siding, provided jobsite or rail siding is readily accessible for standard delivery, unless otherwise agreed in writing. Title and risk of loss shall pass to Purchaser upon delivery. Payment of any detention charges assessed by the carrier is the Purchaser's responsibility.
7. **FORCE MAJEURE.** Supplier shall not be liable for any loss, damage, detention, or delays of its performance or of its supplier's or vendor's failure to deliver materials to it due to fire, floods, hurricanes, tornadoes or other unusual weather conditions, prerequisite work by Purchaser or Purchaser's subcontractors, riots, acts of God, acts of the public enemy, strikes, slowdowns, or labor disputes, acts of terrorism, war, embargo, delay in transportation, inability to obtain necessary labor, material or manufacturing facilities, governmental act, authority, regulation or requests, whether at Supplier's operations or at the operations of a supplier or vendor to Supplier, or other similar or unforeseeable cause beyond the control of the Supplier. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance. If shipping or progress of work is delayed or interrupted for any cause for which the Purchaser is directly or indirectly responsible, and additional costs (including storage costs) are incurred by Supplier due to such delays, the Purchaser shall reimburse the Supplier for such added costs plus reasonable profit thereon.
8. **INSTALLATION.** All equipment shall be installed by and at the expense of Purchaser unless otherwise agreed in writing. Assistance requested by Purchaser shall be chargeable at standard rates plus living and travel expenses, unless otherwise agreed in writing.

WARRANTIES. Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that medium power substation transformers (hereinafter "Equipment") manufactured by Supplier shall be manufactured according to industry standards, the Purchaser's bid specifications, and Supplier's proposal, and shall be free from defects in material and workmanship under normal use and service for a period of one year after delivery.

If within such period any such Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option, with all removal and re-installation to be at Purchaser's expense. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to its factory.

This Warranty shall not apply to Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control, or improper installation, operation, maintenance or storage, or modification not made by Supplier, nor to operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00. In order to be covered by this Warranty, the Equipment must be fully protected by properly installed and coordinated voltage surge suppressors, current overload and other current protective devices. These protective devices must be rated, set, and adjusted to protect the equipment in accordance with commonly accepted industry standards and practices.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

9. **COMPLIANCE WITH LAWS, STANDARDS, REGULATIONS.** The Supplier's Equipment shall be manufactured to comply with all recognized standards and regulations commonly applicable to such products sold in the United States of America. Supplier shall comply with other local, state, and foreign laws, regulations, or standards only after receiving written notification by Purchaser of the existence and requirement of such laws, regulations, or standards and only after Supplier has agreed in writing to comply.
10. **LIMITATION OF LIABILITY.** Supplier shall in no event be liable to Purchaser or Purchaser's customer for any indirect, incidental, special or consequential damages whatsoever, whether in tort (including negligence), strict liability, or contract, including, but not limited to, loss of profits or revenue, loss of use of Equipment or any associated equipment, cost off capital, cost of substitute equipment, facilities or services, or loss of value added to the Equipment after receipt and acceptance by Purchaser. Under no circumstances shall Supplier's liability exceed the contract price for the particular Equipment upon which liability is claimed. Any action for breach of contract or otherwise must be commenced within one year after the cause of action has occurred.
11. **PATENTS, COPYRIGHTS.** If Purchaser receives a claim that any Equipment manufactured by Supplier infringes a U.S. Patent or Copyright, Purchaser shall promptly notify Supplier in writing and give Supplier information, assistance and exclusive authority to evaluate, defend, and settle such claim. Supplier shall then at its own expense and option (1) settle such claim; (2) procure for Purchaser the right to use such Equipment; (3) modify the Equipment to avoid infringement; (4) replace the Equipment with functionally equivalent non-infringing Equipment; (5) remove the Equipment and refund the purchase price less accrued depreciation; or (6) defend against such claim. Provided such timely notice, information, assistance and authority has been given by Purchaser to Supplier, should any court of competent jurisdiction

hold such Equipment to constitute infringement, Supplier shall pay any costs and damages finally awarded on account of such infringement and, if the use of such Equipment is enjoined, Supplier shall take at its option one or more of the actions under (2), (3), (4), or (5) above. With respect to any equipment not manufactured by Supplier, the patent and copyright indemnity, if any, given by the manufacturer thereof shall apply in place of the foregoing indemnity.

The forgoing indemnity shall not apply to (a) any claim that arises out of Supplier's compliance with the specification or design of Purchaser or (b) any claim of infringement resulting from the use of Equipment in combination with other equipment and materials not furnished by Supplier. Purchaser shall hold Supplier harmless and indemnified against all such claims. The rights and obligations of the parties with respect to Patents and Copyrights are solely and exclusively as stated herein.

12. **SUBSTITUTES, CHANGES.** Supplier reserves the right to make reasonable changes to Equipment of any kind without notice, and to deliver revised designs or models of Equipment against any order, unless this right is specifically waived in writing. Supplier shall have no responsibility whatsoever with respect to changes made by the manufacturer of equipment sold but not manufactured by the Supplier. Changes or revisions requested by Purchaser, including implementation of such changes or revisions, are subject to Supplier's prior written approval and acceptance and to applicable adjustments in price, scheduling and other affected terms and conditions. The Supplier's time for performance shall be extended to allow for any additional design or production time made necessary by such changes or revisions. Purchaser shall hold the Supplier harmless for any and all claims, liability, and damage arising from any such changes or revisions requested by purchaser.
13. **RETURNS.** Equipment may be returned only with the prior written consent of Supplier. Upon return, Supplier shall inspect equipment and determine the allowable credit, if any, less allowance for freight, restocking, restoration to sellable condition, non-stock parts, and obsolescence. Equipment returned without Supplier's prior written authorization shall remain the property of Purchaser, and Supplier shall assume no responsibility for loss or damage thereto, or cost of future disposition of such equipment.
14. **GOVERNING PROVISIONS.** These Terms and Conditions and any subsequent contract or agreement of purchase or sale to which these Terms and Conditions are a part or in which these Terms and Conditions are referred to shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi. Any action arising out of or related to the agreement, contract, or purchase order to which these Terms and Conditions apply or are a part shall be brought in the Chancery Court, Second Judicial District, Jones County, Mississippi.
15. **SEVERABILITY.** If any article, phrase, provision or portion of these Terms and Conditions is, for any reason, held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, phrase, provision or portion so adjudged will be deemed separate, distinct and independent and the remainder of these Terms and Conditions will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication.

16. **WAIVER.** No delay or omission in the exercise of any right under these Terms and Conditions will impair any such right or will be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any of the Terms and Conditions are breached and thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed to be a waiver of any other breach under these Terms and Conditions.

Howard Industries, Inc.
Standard Warranty for Medium Power Substation Transformer

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that medium power substation transformers (hereinafter "Equipment") manufactured by Supplier shall be manufactured according to industry standards, the Purchaser's bid specifications, and Supplier's proposal, and shall be free from defects in material and workmanship under normal use and service for a period of one year after delivery. If within such period any such Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option, with all removal and re-installation to be at Purchaser's expense. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to its factory.

This Warranty shall not apply to Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control, or improper installation, operation, maintenance or storage, or modification not made by Supplier, nor to operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00. In order to be covered by this Warranty, the Equipment must be fully protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices. These protective devices must be rated, set, and adjusted to protect the equipment in accordance with commonly accepted industry standards and practices. For this warranty to be valid, Supplier requires that both primary and secondary be protected from lightning surges with arresters mounted on the transformer tank. Any other location must be approved by Supplier.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

Howard Industries, Inc.
Medium Power Transformer Five-Year Warranty

Howard Industries, Inc. (hereafter "Supplier") warrants to the original Purchaser that the complete medium power substation transformer, along with all parts included in the original purchase (hereinafter "Equipment"), that the Equipment will be free from defects in material and workmanship under normal use and service for a period of Five (5) years from the date of delivery of the Equipment to its destination.

This warranty does not cover defects caused by vandalism, improper installation, improper maintenance, alterations by Purchaser, improper operation, or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00. For this warranty to be valid, Supplier requires that both primary and secondary be protected from lightning surges with arresters mounted on the transformer tank. Any other location must be approved by Supplier.

Supplier's Customer Service Representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. Purchaser forfeits the provisions of the Five Year Warranty if these service requirements are not followed.

If any part is found to contain defects in material and/or workmanship during the five year warranty period, Supplier's liability and Purchaser's remedies under this warranty shall be limited solely to repair or replacement, at Supplier's option, of the defective part. Decision on the method and extent of repairs rests solely with Supplier. Purchaser shall give Supplier prompt written notice of any claim hereunder. Supplier shall be given a reasonable opportunity to investigate all claims, and no parts may be returned to Supplier without authorization and instructions from the Supplier's Customer Service Department.

During the first year this Warranty covers any freight within the forty-eight contiguous states by common carrier in full. This Warranty also covers the cost of removal from the site and re-installation after repair, subject to a limit of 10% of the original selling price. Costs of moving structures or associated equipment are excluded. During the last four years of the warranty period, removal, transportation, moving and reinstallation costs are excluded from this warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

**Howard Industries
Medium Power Transformer
Cancellation/Delay Policy**

1. This Policy describes the agreement between Howard Industries (hereinafter "Howard") and Purchaser regarding cancellation or delay by Purchaser of a purchase order for a medium power transformer.
2. Howard shall agree to the cancellation or delay of a purchase order only upon receipt of a written notice from Purchaser.
3. For cancellation notice received and accepted by Howard at least six (6) months prior to the scheduled shipping date, Purchaser shall be liable for a cancellation charge equal to the actual expenses incurred by Howard prior to receiving the notice of cancellation, including but not limited to the cost of raw materials, labor, and overhead.
4. For cancellation notice received and accepted by Howard with less than six (6) months remaining to the scheduled shipping date, Purchaser shall be liable for a cancellation charge equal to the actual expenses incurred by Howard prior to receiving the notice of cancellation, including but not limited to the cost of raw materials, labor, and overhead, plus ten (10) percent of the purchase price of the transformer. Such cancellation charge shall be limited to one hundred (100) percent of the purchase price of the transformer.
5. For delay notice received and accepted by Howard, Purchaser shall be liable for a delay charge equal to the actual expenses incurred by Howard prior to receiving the notice of delay, including but not limited to the cost of raw materials, labor, and overhead. Such delay charge shall be invoiced on the originally scheduled shipping date and shall be considered as partial payment against the purchase price of the transformer.
6. For delay notice that extends the shipping date more than three (3) months, Howard shall reserve the right to renegotiate the purchase price of the transformer to compensate for carrying cost and for any unavoidable changes in raw material and production costs that have occurred as a result of the delay.

Storage Policy For Medium Power Substation Transformers

Howard Industries has limited facilities for storing new transformers and substations in the event that delivery cannot be accepted upon completion of manufacture. The facilities are intended for short-term storage only; therefore higher rates apply for storage exceeding six months.

1. In order to comply with requirements for bill-and-hold transactions, it is required that Howard Industries receive a signed Request for Storage per the attached and submitted on the Purchaser's letterhead; prior to placing any equipment into storage. "Notification" to Howard Industries is defined as receipt of the signed Request for Storage at our offices.
2. The charge to move the transformer into and out of storage is \$2,500 in/\$2,500 out.
3. One percent of the unit price shall be charged for each month, or portion of month, of storage. The minimum charge for storage shall be \$1,500 per month. After six months in storage the monthly rate increases to one and one half percent of the unit price (\$3,000 per month minimum).
4. Transformer will be invoiced when placed into storage.
5. Terms of payment are Net 30 days from date of invoice.
6. If there are any increases in freight rates from the time the equipment is invoiced to the time it is actually shipped, customer will be invoiced for the additional freight costs.
7. Howard Industries requests four weeks advance notification for shipping out of storage to insure shipping preparations are completed in time to meet the designated ship date.

- NOTES:
- 1) Title passes to Purchaser at the time the transformer invoice is paid, however Howard Industries will insure the equipment from damage until it is received and accepted at the destination as originally quoted. Warranty starts upon arrival at the destination or six months after completion of manufacture, whichever occurs first.
 - 2) Unless otherwise stated, this policy applies only for equipment manufactured at Howard Industries.
 - 3) Storage by Howard Industries is contingent upon the availability of storage space at the facility.

**Storage Policy
For Medium Power Substation Transformers**

REQUEST FOR STORAGE

(NOTE: This request must be submitted on Purchaser's letterhead)

(Purchaser - Company Name)

(Address)

Date: _____

Howard Industries
P.O. Box 1588, Laurel, MS 39441

ATTN: _____
Marketing Department

REF: Customer's Purchase Order No. _____
Howard Industries Order No. _____

_____ hereby requests that Howard Industries
(Purchaser - Company Name)
store at your _____ location our power transformer purchased on the
(City and State)
above referenced purchase order. The tentative release date from storage shall be _____.

We acknowledge receipt of the Howard Industries Storage Policy, and agree to the terms set forth in that document.

Sincerely yours,

(Sign)

(Type or Print Name)

(Title)



When it's on the line.

April 8, 2019

*** Quotation # 3SDW0405JF01**

Quincy Municipal Electric Dept
Quincy, FL
Attn: Robin Ryals

Solomon Corporation offers the following quotation for your consideration.

- 1) 20000/26667/33333 KVA @ 65°C Rise, ONAN/ONAF/ONAF
Three Phase Substation Transformer
Primary Voltage: 69000 Delta (350 KV BIL)
Secondary Voltage: 12470Y/7200 (110 KV BIL)
Primary Taps: 2-2.5% FCAN & BN
65 Degree C Rise OA, 60 Hertz, Standard Impedance
Cover Mounted Primary Bushings (1 1/8" Studs) - ANSI Seg #3
Cover Mounted Secondary Bushings (1 1/2" Studs) - ANSI Seg #1
Primary & Secondary Connectors - Spades
Main Tank Liquid Level Gauge w/1 Contact
Main Tank Temperature Gauge w/3 Contacts
Main Tank Winding Temperature Gauge w/3 Contacts
Pressure Gauge & Bleeder Assembly
Substation Class Pressure Relief Device, Drain Valve and Sampler
Cooling Fans & Controls
HV & LV Arrestor Brackets
(3) 600/5 MR Relay Class HV BCT's C400 Acc. Class
(3) 1200/5 MR Relay Class LV BCT's C400 Acc. Class.
(1) 1200/5 MR Relay Class Neutral BCT's C400 Acc. Class
CT Terminal Block and Enclosure
Inspection Lid, Lifting Facilities
Copper Continuous Disk Primary Windings
CTC Helical Secondary Windings
Non-PCB Mineral Oil
TransArmour 3X Coating

Standard Tests:	Turn Ratio Test	Megohm Insulation Test
Resistance Tests	Excitation Test	No-Load Losses Full-Load Losses
Impedance		

PRICE: \$352,497.00

SHIPMENT: 13-15 Weeks ARO

WARRANTY: 3-Years

TERMS: Net 30 Days with prior approved credit

(Unit quoted subject to availability.)

~ Pricing good for 30 days!

*Freight & Field Service Additional

Page 2

Notes:

Unit(s) quoted are for normal service conditions as defined by ANSI/IEEE standards.
Notify Solomon Corporation at time of quotation should the unit(s) be subject to harmonics, motor starting, shove duty or other special service conditions.
Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate.

Note: In order to stay within dimensional requirements for shipment by truck, some parts may be shipped separately and will require installation on site. The installation of these parts is the customer's responsibility. Our field service department can install these components and perform field acceptance testing which includes TTR, Meg & Doble for an additional charge. The customer will be responsible for unloading at the job site.

Please note any changes to the specifications on this quotation form and also reference the quotation number on your Purchase Order. Solomon Corporation will use your Purchase Order as order confirmation and proceed with manufacturing. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production.

Please call me at 423-258-6663 if you have any questions.

Thank you,

Steve Holland - Regional Manager
email: sholland@solomoncorp.com

SH/dd

Terms and Conditions

Standard Terms and Conditions of Sale

Updated, March 2014

Terms of Offer: This quotation constitutes an offer to sell according to the terms included. The offer is good for 30 days from the date of quotation and shall be deemed accepted upon receipt and acceptance of a purchase order. The buyer will be deemed to have assented to all terms and conditions contained herein.

Payment Terms: Standard payment terms are net 30 days, pending credit approval of the buyer. Solomon Corporation reserves the right to require prepayment or progress payments for products and services of substantial size or financial risk. Any extension beyond these standard payment terms must be approved in writing prior to acceptance of an order. In the event buyer fails to make payment when due, the buyer's entire account becomes immediately due and payable, and all amounts are subject to service charges at the maximum contract rate permissible by law.

Order Cancellation: Orders cancelled after the acceptance of buyer's purchase order will be subject to appropriate cancellation or re-stocking charges. The charges will be dependent on the amount of labor and material expense, including design, engineering and administrative work, that has been completed at the time of order cancellation.

Shipments: all products are shipped FOB buyers designated delivery point unless otherwise specified. Freight charges are included in the purchase price unless otherwise specified in the price quotation. The buyer is responsible for providing labor and equipment to unload Solomon Corporation's truck. Solomon Corporation at its discretion may contract transportation and delivery with outside carriers.

Rescheduled or Delayed Shipments: Buyer may delay or reschedule shipment without penalty if the delay is within 30 days of the original scheduled delivery date. Delays beyond 30 days may require invoicing, payment and storage charges per Solomon Corporation's Storage policy.

Seller will make a good faith effort to complete delivery of the products and services on the scheduled date, but seller assumes no responsibility or liability for inability to deliver for reasons beyond the control of the Seller, unless otherwise agreed to in writing. **The seller is not liable for any incidental, consequential or liquidated damages arising from delays or failure to give notice of delay.**

Inspection and Acceptance: The buyer shall have seven days from the date of delivery to report any damage, defects or nonconformance that is discernible at the time of inspection. After seven days the buyer is deemed to have accepted the product.

Warranties: Solomon Corporation warrants, to the original purchaser only, that the products and services provided will be free from defects in material or workmanship. The duration of the warranty is one year from the date of delivery or completion of services, unless otherwise specified in the quotation. In the event that the product or service does not conform to specification or is defective in material or workmanship, Solomon Corporation will make the necessary repairs at its own expense. Or, Solomon Corporation will provide at its option, replacement products, or a full refund of the purchase price. These are the purchaser's exclusive remedies for breach of warranty.

In the event that all or a portion of the products purchased are manufactured by others, the buyers warranty is with the original manufacturer of those products and subject to the warranty terms and conditions of that manufacturer. Solomon Corporation, as a seller of products manufactured by others, will assist buyer in remediation of warranty claims, but in no circumstance is liable to fulfill the warranty obligation of those manufacturers or to cover expenses that are not covered by original manufacturers' warranty.

Solomon Corporation does not warrant:

1. Any product, not manufactured by Solomon Corporation
2. That the specifications provided by the purchaser are accurate, or fit for a particular use
3. Damage caused by failure to provide a suitable installation environment
4. Damage caused by use for purposes other than those for which it was designed
5. Damage caused by accidents or disasters such as fire, flood, wind and lightning
6. Damage caused by unauthorized attachments or modification
7. Damage caused by vandalism

Solomon Corporation shall in no event be liable for incidental or consequential damages.

The seller makes no warranty of the merchantability or fitness for a particular purpose or any other warranty either expressed or implied.

Storage Policy Updated, March 2014

Solomon Corporation strives to be flexible with customers and accommodate changes in construction and delivery schedules. We do, however, incur additional costs in storage, security, handling and interest on large units that are completed, but for which customers are not ready to take delivery. Similarly, we store a large number of customer-owned units that have been evaluated for repair, but for which repair work has not been approved. This policy has been developed to balance the flexibility needs of our customers with the cost and risk associated with holding and storing large units.

Completed Units: In the event that delivery cannot be accepted upon completion of manufacture, Solomon Corporation will hold the unit, for up to 30 days beyond the scheduled delivery date, at no charge to the customer. If delivery is delayed beyond 30 days, Solomon Corporation will:

1. Invoice the unit for payment per the terms (net 30 days unless otherwise agreed to). Or, assess interest charges at a rate of $\frac{3}{4}$ of one percent per month.
2. Assess a one-time set-up charge of \$3000 to prepare the unit for storage
3. Assess a storage fee of one-half of one percent per month with a minimum storage fee of \$500/month. After six months, the storage fee increases to one percent per month with a minimum of \$1000/month.

Title passes to the purchaser at the time the equipment is placed into storage, however, Solomon Corporation will insure the equipment from damage until it is received and accepted at the destination as originally quoted. Warranty starts upon arrival at the destination or six months after completion of manufacture, whichever occurs first.

Units Evaluated for Repair

For customer-owned units that have been evaluated for repair, Solomon Corporation will hold and store the unit for 120 days from the date that the evaluation and repair quotation are sent to the customer. After 120 days the customer will be given the following three options:

1. Authorize the repair. The unit will be repaired and returned to the customer.
2. Authorize the return of the unit unrepaired to the customer's site. Customer will be billed for transportation to and from our facility and evaluation charges.
3. Authorize the salvage of the unit. Customer will be paid the salvage value of the unit net of freight in and evaluation charges.



Date: 7/22/2019

Quote: QM072219 Offer to Sell

Customer: Quincy Municipal Electric Department
 Customer Contact: Robin Ryals
 Phone: (850) 618-0040
 Fax:
 Mobile:
 Email: rryals@myquincy.net

Transformer Network
 Contact: Teresa Chester
 301 South Florence Avenue
 Coleman, SD 57017
 Phone: (800) 724-2211
 Email: teresa@transformernet.com

Description	Quantity	Price	Extended
1) Remanufactured Power Class Substation Transformer MVA: 20/26.6/33.3 HV Rating: 67000 LV Rating: 12470/7200 LV Taps: 70600, 68800, 67000, 65200, 63400 New HV & LV CU/CU circular disk windings New Peore HV Bushings 69 kV New Warco LV Bushings 15 kV New Qualitrol Liquid Temperature Gauge New Qualitrol Level Temperature Gauge New Qualitrol Pressure Relief Device Gauge New Qualitrol Pressure/Vacuum Gauge with Bleeder New Two Stage Fan Package New 5 position No-Load Tap Changer New Mineral Oil New NEMA 4 Control Box, terminal Strips for Alarm Contacts, Fan Control A/M Operation Impedance 7.64% ± 7.5%	1	\$ 359,000.00	\$ 359,000.00
2) Assembly & Commissioning Install Radiators, bushings and Vacuum fill with oil TNI assumes responsibility for install Power Factor Testing - Windings, Bushings Transformer Turns Ratio Winding Resistance, Insulation Resistance Sweep Frequency Baseline oil & DGA sample after assembly	1	\$ 37,554.00	\$ 37,554.00
3) Freight - (Permitted load, flat bed and tanker)	1	\$ 27,500.00	\$ 27,500.00
4) Tests prior to delivery Transformer Turns Ratio Power Factor of windings Power Factor of Bushings Winding Resistance at Factory Insulation Resistance Sweep Frequency Response Analysis AC Highpotential Test at Factory Losses, Copper & Core			
Sub Total			\$ 424,054.00
Tax			
Total			\$ 424,054.00

Notes:
 Off loading not included in this quotation
 Customer to supply crane/derrick for radiator and bushing install.

Freight: Included
Warranty: 3 Years
Payment Terms: Net 30 from delivery

Applicable Federal, State, and local taxes not included. Quote valid for 30 days.

FOB: Origin **Offer Accepted:**