



# City Hall

404 West Jefferson Street  
Quincy, Florida 32351

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

## Regular City Commission Meeting

Tuesday, August 8, 2023  
6:00 PM

City Hall Commission Chamber

### City Commissioners

Mayor Freida Bass-Prieto – District IV  
Mayor Pro-Tem Angela G. Sapp – District II  
Commissioner Dr. Robin Wood – District I  
Commissioner Ronte R. Harris – District III  
Commissioner Dr. Beverly A. Nash – District V

*"An All-American City in the Heart of Florida's Future"*



City Commission Meeting  
Tuesday, August 8, 2023  
6: 00 PM  
City Hall  
Commission Chamber  
**AGENDA**

**Call to Order**

**Invocation**

Roberto Flores, Pastor of Kings of Kings Ministries, Quincy, FL  
Jefferson Flores, Associate Pastor of Kings of Kings Ministries, Quincy, FL

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Proclamation**

Mayor's Proclamation - In Support and Recognition of Black Business Month

- Freida Bass-Prieto, Mayor

**Special Presentation**

2023- 2024 Fiscal Year Health Insurance Rates

- Robert Nixon, City Manager
- Stacey Hannigon, Human Resources and Risk Management Director
- Reginald C. Thompson, The Evans Agency

**Items for Consent by the Commission**

1. Approval of July 25, 2023, Regular Commission Meeting Minutes
  - Janice Shackelford Clemons, City Clerk



## **COMMENTS FROM THE AUDIENCE**

### **Public Hearings and Ordinances as Scheduled or Agendaed**

### **Public Opportunity to Speak on Commission Propositions – (Pursuant to Sec. 286.0114, Florida Statute and subject to the limitations of Sec. 286.0114(3)(a), Florida Statute)**

#### **Resolution**

2. Resolution No. 1444-2023 - Approval of Road Closure for the 5K Bicentennial Run/Walk

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

3. Approval of the Purchase of Parts to Rebuild the Return Activation Sludge Pump
  - Robert Nixon, City Manager
  - Richard Ash, Utilities Director
4. Approval of the Interlocal Fire and Rescue Service Agreement between Gadsden County and the City of Quincy
  - Robert Nixon, City Manager
  - Anthony Baker, Fire Chief

#### **Reports by Boards and Committees**

#### **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

#### **Adjournment**

Title XIX: PUBLIC BUSINESS - Chapter 286 - PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS -  
**SECTION 0105 - Notices of meetings and hearings must advise that a record is required to appeal.**

286.0105 - Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing,

# Proclamation



Mayor's Proclamation  
In Support and Recognition of  
Black Business Month



# MAYOR'S PROCLAMATION

IN SUPPORT AND RECOGNITION OF



**WHEREAS, National Black Business Month** was founded in 2004 as an initiative to recognize Black-owned businesses across the country and highlight their importance to communities and the national economy; and

**WHEREAS,** the month of August is observed as National Black Business Month, recognizing the successes, milestones, and historical progress of Black businesses and entrepreneurs; and

**WHEREAS,** throughout history, despite facing systemic racism, redlining, and even extreme violence, as evidenced through the Tulsa Massacre of 1921, Black businesses continue to grow and thrive throughout the nation; and

**WHEREAS,** despite being systematically isolated from investment capital, development resources, and digital visibility, businesses owned by Black women have increased, according to national trends. Additionally, Black women-owned business accounts for 21% of all women-owned businesses in the United States; and

**WHEREAS,** we recognize that Black businesses have been disproportionately impacted by the pandemic, which forced many businesses to close; and

**WHEREAS,** as Black businesses continue to recover from economic losses onset by the pandemic, our communities need to recognize, support, and celebrate National Black Business Month; and

**WHEREAS,** we invite residents, fellow business owners, and employees to learn about, support, and explore our local Black businesses; and

**Now Therefore,** be it proclaimed that I, Mayor Freida Bass-Prieto, along with my colleagues, Mayor Pro-Tem Angela Grant Sapp, District Two; Commissioner Dr. Robin Wood, District One; Commissioner Ronte Harris, District Three, and Commissioner Dr. Beverly A. Nash, District Five, and the citizens of the City of Quincy, Florida do hereby proclaim the month of August as Black Business Month.

Dated this 8<sup>th</sup> day of August 2023

*Freida Bass-Prieto, Mayor*

Robert Nixon, City Manager

Janice Shackelford Clemons, City Clerk

# Item for Consent by the Commission



Approval of July 25, 2023,  
Regular Commission  
Meeting Minutes

**CITY COMMISSION**  
**Tuesday, July 25, 2023**  
**6:01 P.M. (Eastern)**

**REGULAR MEETING**  
**QUINCY, FLORIDA 32351**

**CITY COMMISSION REGULAR MEETING MINUTES**

The City of Quincy City Commission met in a regular in-person meeting on Tuesday, July 25, 2023, with **Mayor Freida Bass-Prieto** opening the meeting up and the following Commissioners present:

Mayor Pro-Tem Angela G. Sapp  
Commissioner Dr. Robin Wood  
Commissioner Ronte R. Harris – Via Zoom  
Commissioner Dr. Beverly A. Nash

City Staff and Guests:

Robert Nixon, City Manager -Absent  
Gary A. Roberts, City Attorney  
Janice Shackelford Clemons, City Clerk  
Amanda Matthews, Senior Accountant  
Richard Ash, Utility Director  
Anthony Baker, Fire Chief  
Timothy Ashley, Police Chief  
Jim Southerland Sr., WQTN-13 Administrator

Sheila Knowles, ELF Associates LLC  
Denis McKinnon, Executive Director, Capital Trust Authority  
Loyd Childree, Regional Municipal Manager, Waste Pro USA  
Rick Chancey, Divisional Vice President, Waste Pro USA

The regular in-person meeting was recorded and held in accordance with Florida Sunshine Law. (Note: Digital formatted documents/media are public records.)

**Called to Order**

Mayor Bass-Prieto called the Regular Commission meeting to order at 6:01 pm. Sterling Barkley, Sr. Pastor of Greater Tanner Chapel AME Church, Quincy FL, provided an invocation, followed by the pledge of allegiance. Mayor Bass-Prieto requested a roll call.

**Approval of Agenda**

Mayor Bass-Prieto requested to add City Lobbyists Sheila Knowles to the agenda under special presentations.

Mayor Pro-Tem Sapp offered a motion to approve the agenda as printed and to add City Lobbyists Sheila Knowles to the agenda under special presentations.  
Commissioner Wood seconded the motion.

<b>Commissioner</b>	<b>Vote</b>
Mayor Bass-Prieto	Yes
Mayor Pro-Tem Sapp	Yes
Commissioner Wood	Yes
Commissioner Harris	Yes
Commissioner Nash	Yes

**The Motion Carried 5 to 0.**

Mayor Pro-Tem Sapp acknowledged and welcome back home Michael Clary.

Mayor Pro-Tem Sapp recognized Mr. Clary as the youngest African American who represented District 2 many years ago.

Mayor Pro-Tem Sapp stated how delighted she is in having Mr. Clary back home and seeks his knowledge in assisting her in getting things accomplished in District 2.

**Proclamations**

None

**Special Presentation**

1. City of Gulf Breeze
  - Denis McKinnon, Executive Director, Capital Trust Authority
  
2. Waste Pro USA
  - Loyd Childree, Regional Municipal Manager
  - Rick Chancey, Division Vice President
  
3. Elf Associates LLC
  - Sheila Knowles, City Lobbyist

Summary of the Presentation and Discussion by Staff and the Commission

**Special Presentation Agenda item #1**

Mr. McKinnon presented a check from Southeastern University to the City of Quincy in the amount of \$31,000.

Mr. McKinnon provided the following updates on various projects.

- Heritage Park, an affordable housing complex under contract in Sanford, FL.
- Expected to close in December 2023.
- Imagine School West Pasco, a public charter school, is expected to be finalized by the CTA Board on July 20.



- Kid's Community College Charter School, another public charter school, Southeaster University is expected to be finalized by the CTA Board on July 20.
- CTA successfully issued Southeastern University a \$79,180,000 bond.
- Education RE applied for funding to CTA and negotiations are in process.
- Stated that there are many more projects in the pipeline that would be beneficial to the City of Quincy.
- Stated how excited he is about the partnership and looks forward to bringing more checks to the City of Quincy.

Mayor Pro-Tem Sapp requested a written report.

Commissioner Wood questioned if funding would be considered for public schools.

Mr. McKinnon stated that public schools would not be considered to receive funding, due to not having a non-profit status.

Mayor Bass-Prieto thanked Mr. McKinnon for his report and check.

### **Special Presentation Agenda item #2**

Mr. Childree stated that for many years he's had the pleasure of speaking to the commission.

Mr. Childree introduced Waste Pro staff.

Mr. Childree stated that he was there to answer any questions.

Mayor Pro-Tem Sapp thanked Mr. Childree for coming before the commission.

Mayor Pro-Tem Sapp acknowledged that the last time Waste Pro stood before the commission was during the height of the pandemic.

Mayor Pro-Tem Sapp stated that it was during that time Waste Pro acknowledged that it suffered many employee losses due to the pandemic.

Mayor Pro-Tem Sapp stated that the commission had no clue of the impact Waste Pro had on the community as a first responder.

Mayor Pro-Tem Sapp questioned if Waste Pro is working at full staff capacity.

Mayor Pro-Tem Sapp stated that the commission receives calls from constituents regarding trash not being picked up.

Mr. Childree stated that the Gadsden County Quincy area represents 70-80 percent of employment, resulting in a major loss of employment during the pandemic.

Mr. Childree stated that Waste Pro is still feeling the repercussions of the pandemic.

Mr. Childree stated that the company is waiting for new trucks and parts ordered before the pandemic.

Mr. Childree stated that Waste Pro had a job fair over the weekend.

Mayor Pro-Tem Sapp thanked the public works department for filling in for Waste Pro during those times when they're short-staffed.

Commissioner Wood asked Mr. Childree to describe the chain of command when a citizen makes a complaint.

Mr. Childree stated that all complaints should be forwarded to Waste Pro customer service.

Mr. Childree stated that customers should not be calling the city.

Mayor Bass-Prieto stated that the service has gotten better.

Mayor Bass-Prieto commended the employees working on the trucks for Waste Pro.

Mayor Bass-Prieto stated that the workers are pleasant and work in extremely hot conditions.

Denise Hannah inquired about having a job fair in Quincy.

Mr. Major stated that the last job fair was held in Midway.

Mr. Major stated that Waste Pro used word of mouth about the job fair.

Mr. Major stated that Waste Pro has interviewed applicants recently laid off by Trulieve.

Mayor Pro-Tem Sapp stated that Mr. Major sits on the advisory committee at Gadsden Technical College.

Mayor Pro-Tem Sapp stated that Mr. Major and others spread the word that Waste Pro is hiring.

Mr. Major states how much of his time is spent giving back to the community.

Mr. Childree stated that Waste Pro grows its CDL drivers.

Mr. Childree provided his business cards to the commission.

### **Special Presentation agenda item #3**

Mrs. Knowles reminded the commission about the joint legislative workshop on Saturday, July 29, at the Gadsden Arts Center.

Mrs. Knowles stated that the workshop will begin at 11 am, with lunch being provided.

Mrs. Knowles stated that Senator Corey Simon will be present at the workshop.

### **Items for Consent by the Commission**

4. Approval of July 11, 2023, Regular Commission Meeting Minutes
  - Janice Shackelford-Clemons, City Clerk

### **Summary of the Discussion by Staff and the Commission**

### **Items for Consent by the Commission**

Mayor Pro-Tem Sapp offered a motion to approve the items for consent by the Commission.

Commissioner Nash seconded the motion.

<b>Commissioner</b>	<b>Vote</b>
Mayor Bass-Prieto	Yes
Mayor Pro-Tem Sapp	Yes
Commissioner Wood	Yes
Commissioner Harris	Yes
Commissioner Nash	Yes

**The Motion Carried 5 to 0.**

**COMMENTS FROM THE AUDIENCE**

Regina Davis, 315 W. Washington Street, Quincy, FL 32351, gave the following comments.

- Stated that she is the executive director of the Big Bend Community Redevelopment Corporation, a not-for-profit organization.
- Stated that the Big Bend CDC received a prize of \$100,000 to advance clean energy in rural communities.
- Stated that the Big Bend CDC will partner with David Moye to work on promoting energy-driven improvements.
- Stated that the Big Bend CDC has made a commitment to use the prize money for the City of Quincy.
- State that she is requesting approval from the commission to work with the city on establishing a renewable energy implementation plan for Quincy.

Mayor Bass-Prieto asked if the commission desires to workshop the request.

Mayor Pro-Tem Sapp asked if there was a deadline to decide.

Ms. Davis stated that there is no deadline when a decision must be made, however, there are other municipalities interested.

Commissioner Nash thanked Ms. Davis for her presentation and for thinking of the City of Quincy first.

Commissioner Nash stated that she welcomes anything that would make the city more energy efficient.

Commissioner Nash stated that she needs time to read over the information and digest it.

Commissioner Wood congratulated the Big Bend CDC on receiving the prize.

Commissioner Wood stated that she is all about getting constituents' future ready.



Mayor Pro-Tem Sapp thanked Ms. Davis for bringing the Big Bend CDC to Quincy to reap the benefits that Tallahassee Frenchtown did.

Mayor Pro-Tem Sapp stated how much downtown has changed since the Big Bend began making investments.

William Walker, 1250 Tyler Sanders Rd, Quincy, FL, gave the following comments.

- Stated that he's following up on a previous investigation with the city attorney.
- Stated that he requested information during the time Commissioner Nash was the interim city manager.
- Stated that he had not received vendor information.
- Stated that he is turning the information in to FDLE and the State Attorney's office.
- Stated that there is information not mentioned on the form that is serious.
- Asked if there were any comments.
- Stated that there are some other investigations going on involving other commissioners and individuals that are not commissioners.

**Public Hearings and Ordinances as Scheduled or Agendaed**

None

**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)**

None

**Resolutions**

None

**Reports, Requests, and Communications by the City Manager**

5. Approval of the Purchase and Installation of a New Traffic Signal Control Cabinet
  - Robert Nixon, City Manager
  - Richard Ash, Utilities Director
6. Approval to Amended Consent Order OGC 18-0059B with The Florida Department of Environmental Protection
  - Robert Nixon, City Manager
  - Richard Ash, Utilities Director

**Summary of the Discussion by Staff and the Commission**

**Agenda item #5 –**

Director Ash stated that the request is to purchase a traffic signal control box at the intersection of Stewart Street and Crawford Street.

Director Ash stated that there are fourteen traffic signals in the City of Quincy.

Director Ash stated that it is hard to find parts for one of the traffic signals, which is 60-plus years old.

Director Ash stated that the city received a price from Griffin Traffic Signal but was unable to obtain a quote from Ingrams.

Director Ash stated that FDOT was contracted and informed the city that Griffith and Ingrams are the only contractors which provide service in the north Florida area.

Director Ash stated that the staff is recommending option one, to approve the purchase and installation of a traffic signal control box from Griffin Traffic Signal for the price of \$28,500.

Mayor Pro-Tem Sapp offered a motion to approve the purchase and installation of a traffic signal control box from Griffin Traffic Signal for the price of \$28,500.

Mayor Bass-Prieto seconded the motion.

<b>Commissioner</b>	<b>Vote</b>
Mayor Bass-Prieto	Yes
Mayor Pro-Tem Sapp	Yes
Commissioner Wood	Yes
Commissioner Harris	Yes
Commissioner Nash	Yes

**The Motion Carried 5 to 0.**

Commissioner Wood asked if the city thought about changing out the other old traffic signal control box.

Director Ash stated that the thought is to use parts from the box being replaced.

Mayor Bass-Prieto stated that the traffic light is frightening.

**Agenda item #6**

Director Ash stated that the staff is seeking approval for WHH Enterprises to perform an electrical rate study.

Director Ash stated that the last electrical rate study was performed in 2015.

Director Ash stated that typical electric rate studies are conducted every five years.

Director Ash stated that the former finance director wanted to go with WHH Enterprise to perform the rate study, because of the relationship Bill Herrington has with the City of Quincy.

Mayor Pro-Tem Sapp stated that this is a discussion the dais had regarding fees.

Mayor Pro-Tem Sapp stated that the GL provided to pull the money is used for tree trimming.

Mayor Pro-Tem Sapp requested the correct GL.

Commissioner Nash thanked Director Ash for bringing the item before the commission and looks forward to seeing the recommendation from the study.

Commissioner Wood thanked Director Ash for moving forward.

Commissioner Wood stated that constituents must be educated about utility rates, hikes, and increases and we be very transparent and keep our customers informed.

Commissioner Nash offered a motion to approve the proposal for WHH Enterprises for \$15,000 to perform an electric rate study.

Commissioner Wood seconded the motion.

<b>Commissioner</b>	<b>Vote</b>
Mayor Bass-Prieto	Yes
Mayor Pro-Tem Sapp	Yes
Commissioner Wood	Yes
Commissioner Harris	Yes
Commissioner Nash	Yes

**The Motion Carried 5 to 0.**

Mayor Pro-Tem Sapp reminded Director Ash to email the GL number where funds will be taken from for the rate study.

**Reports by Boards and Committees**

None

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

None

**Comments**

City Manager, Robert Nixon (Director Richard Ash sitting in for the city manager)

- No comments.

City Clerk, Janice Shackelford Clemons



- No comments.

#### City Attorney Gary Roberts

- Announced that he will be unavailable on July 27. Stated that Attorney Brown will be sitting in for him at the workshop.

#### Commission

##### Commissioner Harris

- Did not respond to the request for comments.

##### Commissioner Wood

- Thanked Director Ash for sitting in during the city manager's absence and for his presentations.
- Thanked the city clerk and city attorney for getting back to her in a timely manner.
- Thanked Pastor Sterling Barkley and his wife for their presence at tonight's meeting and for offering the invocation.
- Thanked all of tonight's presenters.
- Stated how encouraged she is that the city is moving forward.
- Stated how important the rate study is and we shouldn't wait too long before getting it done. Stated that as rates and the economy change, the city should be changing.
- Encouraged district one residents to continue efforts at keeping the neighborhoods and streets clean.
- Announced that District One Advisory Board will meet Thursday, August 3 at 6 pm in the city hall conference room.
- Stated that the advisory board will meet monthly every first Thursday.
- Stated that the advisory board is looking for ideas and to grow the city.
- Thanked the police and assistant police chief for the district one ride-along.
- Looking forward to the community meetings with the police department.
- Encouraged citizens to check out the city's website. Stated that commissioners are posting important information which is beneficial.
- Stated to look out for district one's ninety-day report.
- Appreciates district one constituents' support and does not take her position lightly.
- Reminded citizens that there are several back-to-school giveaways happening and that there are plans for a district-one back-to-school giveaway.

##### Commissioner Nash

- Stated that district five's quarterly newsletter will be mailed out soon.
- Reminded her constituents that the last newsletter was mailed in June, and this will be the August newsletter.
- Thanked Mr. Walker for bringing this issue to the commission.

- Stated that once the information is submitted to FDLE, clarity will come forth as well as straightening.
- Stated that she filed a harassment and intimidation report with Quincy police department, due to a meeting in the city manager's office.
- Stated that she too would like clarity on things brought before the commission.
- Stated that her integrity, name, reputation, and over 50 years of working in government are on the line and take this very seriously.
- Stated that she was elected because of her character and will maintain this character.

#### Mayor Pro-Tem Sapp

- Stated how much she appreciates Commissioner Wood's commitment to making the City of Quincy better.
- Stated that both districts one and two need a considerable amount of work and how refreshing it is that Commissioner Wood charges the citizens to take responsibility for keeping their homes and neighborhood clean.
- Stated that there are similarities districts one and two share and looks forward to working together to get things accomplished.
- Announced district 2 community meeting will be held on Thursday, August 3, at the Campbell Kelly Center at 6 pm. Stated that Chief Ashley will be co-hosting the meeting.
- Stated that she spoke with the city clerk regarding scheduling a meeting with the police chief and city manager. Stated that there are several things she needs to address, such as cars parked on the streets.
- Thanked Director Ash for sitting in for the city manager. Stated that she appeared via Zoom at the last meeting, and it was not clear that it was Asst. Police Sheheane's home was destroyed by fire. Stated that if there's anything she can do please let her know.
- Stated that women make a difference and look forward to working with the women on the dais as well as the single male.

#### Mayor Bass-Prieto

- Stated that she too is concerned about the number of cars parked on the street.
- Appreciates code enforcement for doing a good job and a few things are not this department's fault.
- Stated that the City of Quincy needs to move forward.
- Complimented the public works department for doing a good job during these hard times.
- Thanked Amanda Matthews for stepping in until a permanent finance director is hired.
- Reminded everyone to love where you live and live like you love it. Please don't litter. Keep Quincy clean.
- Stated that there are five commissioners willing to work to make this city better.

The adjournment was motioned by Mayor Bass-Prieto and seconded by Commissioner Nash at 7:05 pm.

**Please Note:** The City Commission places the official copies of Commission Meeting Minutes on file with the City Clerk's Office upon approval.

Submitted by Janice Shackelford Clemons, City Clerk

**APPROVED:**

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Freida Bass-Prieto, Mayor, and  
Presiding Officer of the City  
Commission and of the City of  
Quincy, Florida

**ATTEST:**

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Janice Shackelford Clemons, City Clerk per  
Clerk of the of Quincy, Florida  
Clerk of the City Commission thereof



# Resolution

Resolution No. 1444-2023  
Approval of Road Closure for  
the 5K Bicentennial Run/Walk

## RESOLUTION No. 1444-2023

### **A RESOLUTION GRANTING THE REQUEST OF THE GADSDEN COUNTY BICENTENNIAL CELEBRATION THE TEMPORARY ROAD CLOSING FOR THE 5K BICENTENNIAL RUN/WALK**

**WHEREAS** the Gadsden County Bicentennial Celebration has requested the closing of certain roads for its 5k Bicentennial Run/Walk to be held on Saturday, September 2, 2023, from 7:00 am to 11:00 am.

**WHEREAS**, the Gadsden County Bicentennial Celebration has determined that said road closings are necessary for the 5k Bicentennial Run/Walk to take place as planned and that such use will not interfere with the safe and efficient movement of traffic or cause danger to the public.

**NOW THEREFORE BE IT RESOLVED** by the City Commission of the City of Quincy, Florida, in lawful session assembled, that the city of Quincy does hereby authorize and permit the temporary closing of the following State Roads: The intersection of King Street and Cleveland Street, The intersection of King Street and Graves Street, The intersection of King Street and 14<sup>th</sup> Street (Both North and South Bound lanes, The Intersection of North 11<sup>th</sup> Street and King street, The intersection of King street and 10<sup>th</sup> Street (North and South Bound Lanes), The Intersection of king street and 9<sup>th</sup> Street (Both North and South Bound Lanes) the Intersections of King Street and Key Street, King Street and Ward Street, King Street and Stewart Street, King Street and Calhoun Street, King Street and Jackson Street, King Street and Monroe Street, King Street and Adams Street, King Street and Madison, King Street and Duval Street, King Street and Love Street, W Washington and Duval Street, W Washington and S Madison Street, and W Washington Street and S Adams Street. (Both North and South Bound Lanes), for the 5k Bicentennial Run/Walk to begin on Saturday September 2, 2023 from 7:00 a.m. until 11:00 a.m.

**PASSED** in open session of the City Commission of the City of Quincy, Florida  
on the 8<sup>th</sup> day of August, A.D., 2023

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Presiding Officer of the City Commission of the  
City of Quincy, Florida

ATTEST:

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Janice Shackelford-Clemons  
Clerk of City of Quincy and  
Clerk of the City Commission thereof



Reports, Requests, and  
Communications by the  
City Manager

Approval of the Purchase of  
Parts to Rebuild the Return  
Activation Sludge Pump

**CITY OF QUINCY, FLORIDA  
REGULAR CITY COMMISSION  
AGENDA REQUEST**

**Date of Meeting:** August 8, 2023

**Date Submitted:** August 2, 2023

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

**From:** Rob Nixon, City Manager  
Richard Ash, Utilities Director

**Subject:** Approval of Purchase of Parts to Rebuild the Return  
Activation Sludge Pump

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**Statement of Issue/Justification:** The City of Quincy Wastewater Treatment plant has a waste treatment process which removes solids from the incoming sewage. As part of the process, the sludge which settles in the bottom of the clarifier is continually pumped back to the head of the plant for processing. The return activation sludge pump (RAS) is the pump which continually pumps the sludge on a 24/7 basis. The Quincy plant RAS pump we have has been in service since the construction of the wastewater treatment plant. The pump's impellers and walls are so eroded that it does not move the sludge as designed and it sprays wastewater out. The pump is a part of a larger sludge moving process and would be very expensive to replace, so staff got prices for the parts needed to rebuild the RAS pump. The RAS brand name is a Fairbanks Morse pump which is produced by Fairbanks Nijhuis pumps. Barney's Pumps is the sole source distributor serving the municipal market for the State of Florida. The price we received from Barney's Pumps for the parts to rebuild the RAS pump is \$21,836.21.

**Conclusion/Background/Recommendations:** Without the RAS pump, the wastewater treatment plant will not function as designed. The worst-case scenario is a total failure of the RAS pump which would stop the treatment process. To ensure that the RAS pump continues to work, staff recommends the approval of the purchase of parts to rebuild the pump from Barney's Pumps Inc. in the amount of \$21,836.21.

**General Recommendation:** Staff recommends the Commission approve the purchase of parts to rebuild the RAS pump from Barney's Pumps Inc. in the amount of \$21,836.21.

GL Number: 402-540-535-60644

**Options:**

Option 1: Vote to approve the purchase of parts to rebuild the RAS pump from Barney's Pumps Inc. in the amount of \$21,836.21.

Option 2. Advise staff how to move forward.

**Staff Recommendation:**

**Option 1**

**Attachment(s):** Barney's Pumps Inc. quote for RAS pump rebuild parts and sole source letter.



# QUOTATION



Barney's Pumps Inc.  
 PO Box 3529  
 Lakeland, FL 33802  
 (904) 260-0669  
 Jacksonville

QUOTE NUMBER	
1009372	
QUOTE DATE	Page
6/23/2023	1 of 3

Quote Expires On: 07/23/2023

Quoted by: JXCHELSIE

**Bill To:**

Jacobs Engineering Group / CH2M Hill  
 USapinvoices@jacobs.com  
 PO Box 241329  
 Denver, CO 80224

**Ship To:**

Jacobs Engineering Group / CH2M Hill  
 300 North GF+A Drive  
 Quincy, FL 32351

352-753-1756

Customer ID: 10848

Destination Country:

PO Number	Terms	Freight Code	Job Name
	Net 30	Prepay & Add	Town Of Quincy Fairbanks Pump

Quantities					Item ID	Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

Order Note: Lead time: 4-6 weeks

1	0	1	EA		JOBPART	EA	19.6600	19.66
				1.0	Misc Parts Job Specific Key 16FM14S2138 4781F	1.0		
1	0	1	EA		JOBPART	EA	6,350.1200	6,350.12
				1.0	Misc Parts Job Specific Impeller CCW, 2VN, T30, T6C1EU 0220F	1.0		
1	0	1	EA		JOBPART	EA	2,894.8500	2,894.85
				1.0	Misc Parts Job Specific Ring, IMP, T617A 3380F	1.0		
1	0	1	EA		JOBPART	EA	14.7400	14.74
				1.0	Misc Parts Job Specific Hex Nut, Impeller, 11FM25AM07 0040F	1.0		
1	0	1	EA		JOBPART	EA	79.8500	79.85
				1.0	Misc Parts Job Specific Stud, Impeller, CP8808G15 0038F	1.0		
1	0	1	EA		JOBPART	EA	174.4500	174.45
				1.0	Misc Parts Job Specific WASHER, IMPELLER, CP5855AS 3080F	1.0		
1	0	1	EA		JOBPART	EA	2,949.4000	2,949.40
				1.0	Misc Parts Job Specific SHAFT, PUMP, T30C4A 4180F	1.0		
1	0	1	EA		JOBPART	EA	1,065.1100	1,065.11
				1.0	Misc Parts Job Specific SLEEVE, SHAFT, T30C14B 963F	1.0		
1	0	1	EA		JOBPART	EA	14.7400	14.74
				1.0	Misc Parts Job Specific KEY, CPLG, 1/2", 16FM14S0639 4780F	1.0		
1	0	1	EA		JOBPART	EA	117.9400	117.94

# QUOTATION



Barney's Pumps Inc.  
 PO Box 3529  
 Lakeland, FL 33802  
 (904) 260-0669  
 Jacksonville

QUOTE NUMBER	
1009372	
QUOTE DATE	Page
6/23/2023	2 of 3

Quote Expires On: 07/23/2023

Quoted by: JXCHELSIE

Quantities					Item ID Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.			
				1.0	Misc Parts Job Specific BRG BALL, HYD38M14 9906F	1.0	
1	0	1	EA		JOBPART	EA	142.5700 142.57
				1.0	Misc Parts Job Specific BRG BALL, HYD38M15 9906F	1.0	
1	0	1	EA		JOBPART	EA	14.7400 14.74
				1.0	Misc Parts Job Specific TETRASEAL DEFLECTOR, HYD6F3 9906F	1.0	
1	0	1	EA		JOBPART	EA	44.2300 44.23
				1.0	Misc Parts Job Specific DEFLETOR WATER, HYD67A2 9923F	1.0	
1	0	1	EA		JOBPART	EA	51.6000 51.60
				1.0	Misc Parts Job Specific LIP SEAL, HYD2Q18 9906F	1.0	
1	0	1	EA		JOBPART	EA	30.7100 30.71
				1.0	Misc Parts Job Specific LIP SEAL, HYD2Q29 9906F	1.0	
1	0	1	EA		JOBPART	EA	248.6600 248.66
				1.0	Misc Parts Job Specific PKG 5 PCS, HYD33A24 0010F	1.0	
2	0	2	EA		JOBPART	EA	119.1600 238.32
				1.0	Misc Parts Job Specific RING, WS, HALF, HYD40B15 8100F	1.0	
1	0	1	EA		JOBPART	EA	2,248.1600 2,248.16
				1.0	Misc Parts Job Specific FRONT HEAD, T6C33S 0220F	1.0	
1	0	1	EA		JOBPART	EA	2,894.3500 2,894.35
				1.0	Misc Parts Job Specific RING, CASE, FRONTHEAD WRG, T616P 3380F	1.0	
1	0	1	EA		JOBPART	EA	2,242.0100 2,242.01
				1.0	Misc Parts Job Specific BACK HEAD T30, T30C34A D220F	1.0	

# QUOTATION



Barney's Pumps Inc.  
 PO Box 3529  
 Lakeland, FL 33802  
 (904) 260-0669  
 Jacksonville

QUOTE NUMBER	
1009372	
QUOTE DATE	Page
6/23/2023	3 of 3

Quote Expires On: 07/23/2023

Quoted by: JXCHELSIE

Quantities					Item ID Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.			

Total Lines: 20

**SUB-TOTAL:** 21,836.21  
**TAX:** 1,385.16  
**AMOUNT DUE:** 23,221.37  
 U.S. Dollars

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit <https://www.barneypumps.com/legal.html>

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE



**James A. Miller**  
Engineered Account Manager

PENTAIR FLOW TECHNOLOGIES  
Fairbanks Njhuus  
+1.913.371.5000 main  
**+1-504-491-0320 cell**  
Jim.miller@pentair.com  
3925 North I-10 Service Road  
Suite 109K  
McLain, La. 70002  
United States  
www.fairbanksnjhuus.com

January 5, 2023

Subject: Hydromatic Pumps  
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Hydromatic pumps.  
Barney's Pumps, Inc. is the sole distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide warranty and non-warranty service and repair for our products.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.  
If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

*James A. Miller*

James A. Miller  
Engineered Account Manager



Approval of the Interlocal Fire  
and Rescue Service Agreement  
Between Gadsden County and  
the City of Quincy

**CITY OF QUINCY, FLORIDA  
REGULAR CITY COMMISSION  
AGENDA REQUEST**

**Date of Meeting:** August 8, 2023

**Date Submitted:** August 1, 2023

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

**From:** Robert Nixon, City Manager  
Anthony Baker, Fire Chief

**Subject:** Approval of the Interlocal Fire and Rescue Service Agreement Between Gadsden County and the City of Quincy

**Statement of Issue:**

This agenda item seeks the Commission's approval of the Interlocal Fire and Rescue Service Agreement between Gadsden County and the City of Quincy.

**Conclusion/Background/Recommendations:**

The City of Quincy Fire Department is currently providing fire and rescue services within the scope of training, with due diligence, in the incorporated areas of Gadsden County. Considering normal wear and tear as well as the increasing cost of repairs and maintenance, we are requesting an increase of \$31,656 in funding.

**Analysis:**

The Interlocal Fire and Rescue Services Agreements are effective for one year, beginning May 16, 2023, until September 30, 2024. In the interim, a longer-term agreement will be reached.

**Fiscal Impact:**

The City of Quincy Fire Department is currently receiving \$486,688.00. The additional \$31,656.00 will increase their funding to \$518,344.00.

**Options:**

**Option 1:** Approve the Interlocal Fire and Rescue Service Agreement and authorize the mayor to sign the agreement.

**Option 2:** Do not approve.

Option 3: Board direction.

Staff recommendation: Option One, Approve the Interlocal Fire and Rescue Service Agreement and authorize the mayor to sign the agreement.

Attachment(s):

Interlocal Fire and Rescue Service Agreement Between the City of Quincy, Florida, and Gadsden County Florida.

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN  
THE CITY OF QUINCY, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the \_\_\_\_ day of May 2023 by and between the City of Quincy, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as the "City of Quincy" or "City") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

WHEREAS, the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the City of Quincy maintains a fire department (the Department") capable of providing fire and rescue service outside the City of Quincy's corporate boundaries, and

WHEREAS, residents of Gadsden County residing outside the City of Quincy's corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service the County believes would be beneficial to the health and welfare of residents living in the unincorporated areas of the County, and

WHEREAS, the City of Quincy and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the City of Quincy and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the following and the mutual obligations of the parties contained herein the parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.
2. Automatic Aid. The City of Quincy Fire Department will provide automatic aid to the areas of Quincy, Quincy, St. John/Robertsville, Wetumpka, Midway, and Interstate 10 from Mile Marker 173 (Greensboro Exit) to Mile Marker 193 (East County line) for structure fires, accidents and other life-threatening situations. The City of Quincy shall be solely responsible for responding, without request, to all incidents requiring response in the foregoing incorporated and unincorporated areas.



3. Mutual Aid. The City of Quincy Fire Department will provide mutual aid fire and rescue service upon request to all volunteer fire departments in all other incorporated and unincorporated areas of Gadsden County.

4. Incident Report. The City of Quincy shall provide a copy of the STATE OF FLORIDA fire incident report to the Fire Coordinator and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.

5. Insurance. The County shall insure against liability for Quincy's Fire Department while providing fire and rescue service outside the corporate boundaries of the City of Quincy as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the City of Quincy or the City of Quincy Fire Department. The City of Quincy shall maintain liability insurance for Quincy's Fire Department while providing fire and rescue service within the corporate boundaries of the City of Quincy and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law and shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the City of Quincy.

6. Vehicle Provision. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by the Quincy Fire Department to respond to all fire and rescue calls within the City and the service area as defined in Section 2, at no charge by the County to the City of Quincy. The City of Quincy shall be liable for routine maintenance and minor repairs, and all fuel. All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County.

In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle until the repairs are completed.

7. Use of Funds. The City of Quincy agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available City of Quincy and County equipment and resources on fires, equipment and resources shall not be restricted by geographic boundaries.

8. Records. The City of Quincy shall maintain financial records of expenditures of the Quincy Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 10th day after the end of each quarter provide the County copies of the list of all Quincy Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

For the services performed under this Agreement, the Department shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and

expenditures of any nature, incurred by the Department in connection with the services performed under this Agreement.

**IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, [clerkofcourt@gadsdenclerk.com](mailto:clerkofcourt@gadsdenclerk.com).**

The Department must comply with the public records laws, Chapter 119, F.S.; specifically the Department shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Department does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Department or keep and maintain public records required by the County to perform the service. If the Department transfers all public records to the County upon completion of the contract, the Department shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Department keeps and maintains public records upon completion of the contract, the Department shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Department with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

9. Payment of Funds. Subject to funding, as set forth below, the County shall pay the City of Quincy a total of **\$518,344.00** in four equal quarterly payments, for the quarter of October through December, January through March/April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Any and all payments made by the County and to the City of Quincy for the

provision of fire and rescue services shall be used only for expenses of the Quincy Fire Department and an accurate accounting of all funds is required.

10. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue service costing \$1,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed on County of Gadsden Inventory, as policy permits.
11. Inspection. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes and Section 24(a), Art. I, of the State Constitution.
12. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
13. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of the date executed by the last party to approve this contract.
14. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.
15. Expiration. This Agreement shall expire on September 30, 2024, unless terminated earlier as set forth herein or extended by written agreement of the parties.
16. Termination. Either party may terminate this Agreement without cause by providing six (6) months' written notice of intent to terminate. Either party may terminate this Agreement for cause immediately without notice. In the event of termination, the County shall not be responsible for payment of any amounts due after termination.
17. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
18. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.



19. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
20. No Assignment. This Agreement is not assignable.
21. No Third-Party Beneficiary. This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.
22. Contractual Relationship. The relationship between the County and the City is such that the City shall be an independent contractor for all purposes. Neither the City nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.
23. Indemnification; Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of the Quincy Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance, or operation of the Quincy Fire Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the Quincy Fire Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance and operation of the Quincy Fire Department at any time during the term of this Agreement or thereafter. The indemnity obligations of the City under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

By entering into this Agreement, neither party intends and in no way waives any sovereign immunity rights that it possesses.

24. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.
25. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

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

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