

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Territorial Dispute Between)
 Talquin Electric Cooperative, Inc. and)
 the City of Quincy)
 _____)

DOCKET NO. _____

FILED: March 10, 2025

**PETITION OF TALQUIN ELECTRIC COOPERATIVE, INC.
TO RESOLVE TERRITORIAL DISPUTE**

Talquin Electric Cooperative, Inc. (“Talquin”), pursuant to Section 366.04, Florida Statutes, and Rule 25-6.0441, Florida Administrative Code, petitions the Florida Public Service Commission (the “Commission”) to resolve a territorial dispute between Talquin and the City of Quincy (“Quincy”), and as grounds therefore, states:

1. Talquin is an electric cooperative organized and existing under Chapter 425, Florida Statutes, and presently furnishes electric service to members in Gadsden, Leon, Liberty, and Wakulla Counties in the State of Florida. Talquin is an electric utility pursuant to 366.02(4), Florida Statutes, and is subject to the jurisdiction of the Commission for purposes of resolving territorial disputes pursuant to Section 366.04(2)(e), Florida Statutes. Talquin’s principal offices are located at 1640 West Jefferson Street, Quincy, Florida 32351.

2. The persons to whom all notices and other documents should be sent in connection with this docket are:

Malcolm N. Means mmeans@ausley.com Kevin A. Forsthoefel kforsthoefel@ausley.com Ausley McMullen Post Office Box 391 Tallahassee, Florida 32302-0391 850-224-9115	Tracy Bensley Tracy.bensley@talquinelectric.com General Manager Talquin Electric Cooperative, Inc. P.O. Box 1679 Quincy, Florida 32353-1679 (850) 627-7651
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APPLICABLE LAW

3. Section 366.05 of the Florida Statutes grants the Commission jurisdiction “over the planning, development, and maintenance of a coordinated electric power grid throughout Florida to assure an adequate and reliable source of energy for operational and emergency purposes in Florida and the avoidance of further uneconomic duplication of generation, transmission, and distribution facilities.”

4. Section 366.04(2)(d) of the Florida Statutes gives the Commission the power to “approve territorial agreements between and among rural electric cooperatives [and] municipal electric utilities...”

5. Section 366.04(2)(e) of the Florida Statutes provides that the Commission has the power to “resolve, upon petition of a utility or upon its own motion, any territorial dispute involving service areas between and among rural electric cooperatives [and] municipal electric utilities...”

6. Section 366.04(2)(e) also provides that, in resolving these disputes, the Commission “may consider, but not be limited to consideration of, the ability of the utilities to expand services within their own capabilities and the nature of the area involved, including population, the degree of urbanization of the area, its proximity to other urban areas, and the present and reasonably foreseeable future requirements of the area for other utility services.”

7. The Commission promulgated Rule 25-6.0441, Florida Administrative Code to implement the authority granted under Section 366.04(2)(e), Florida Statutes.

8. Rule 25-6.0441(1) allows an electric utility to initiate a territorial dispute proceeding by filing a petition with the Commission accompanied by “a map and written description of the disputed area along with the conditions that caused the dispute.” The petitioning

party must also provide “a description of the existing and planned load to be served in the area of dispute and a description of the type, additional cost, and reliability of electrical facilities and other utility services to be provided within the disputed area.”

9. Rule 25-6.0441(2)(a) states that the Commission may consider the following factors in addition to those set out in Section 366.04(2)(e) in resolving territorial disputes:

- a. The capability of each utility to provide reliable electric service within the disputed area with its existing facilities and the extent to which additional facilities are needed;
- b. The nature of the disputed area, including population and the type of utilities seeking to serve it, the degree of urbanization of the area and its proximity to other urban areas, and the present and reasonably foreseeable future requirements of the area for other utility services;
- c. The cost of each utility to provide distribution and subtransmission facilities to the disputed area presently and in the future;
- d. Any other factor the Commission finds relevant in reaching a determination that the resolution of the territorial dispute is in the public interest; and
- e. If all other factors are substantially equal, customer preference.

10. Notably, the Commission has recognized that “a municipality’s right to provide utility services is a proprietary right. In the exercise of that right a municipality is held to the same standards and laws as all other utility providers.”¹ The Commission went on to note that the central question for the Commission in a territorial dispute involving a municipality is whether the municipality has exercised its right to serve in a manner that is consistent with the standards and

¹ Order No. PSC-92-1213-FOF-EU, issued October 27, 1992 in Docket No. 911141-EU.

laws that apply to the provision of electric utility service in the state – including the obligation to avoid uneconomic and unnecessary duplication of facilities and the obligation to deal reasonably and fairly with other electric utilities.² If a municipality fails to meet these obligations, the Commission “may use all reasonable means to fulfill our responsibility, including drawing territorial lines and granting territorial rights to another utility.”³

BACKGROUND

11. Talquin has provided electric service to its members within its four county service area since 1940. Talquin currently provides service to approximately 47,630 members. Talquin is a distribution cooperative whose wholesale power supplier is Seminole Electric Cooperative. Seminole Electric Cooperative is owned by the nine distribution cooperatives it serves and has sufficient capacity to supply the power needs of Talquin, including the disputed territory.

12. Quincy is a municipality operating a public electric utility engaged in the business of selling electric energy to its customers primarily within the city limits of the City of Quincy in Gadsden County, Florida.

13. For purposes of this Petition, the Commission has jurisdiction over both Talquin and Quincy for the planning, development, and maintenance of a coordinated electric power grid to assure an adequate and reliable source of energy for operational and emergency purposes and to avoid uneconomic duplication of generation, transmission, and distribution facilities pursuant to Section 366.04(5), Florida Statutes. Moreover, as explained above, Section 366.04(2)(e), Florida Statutes, gives the Commission the authority to resolve territorial disputes between electric cooperatives and municipal electric utilities; and the Commission has been called upon to do so on numerous occasions.

² *Id.*

³ *Id.*

14. Talquin and Quincy entered into a Territorial Agreement dated March 22, 1995 (the “Territorial Agreement”), which was subsequently approved by the Commission on December 11, 1995, in an Order Approving Territorial Agreement Between Talquin Electric Cooperative, Inc., and the City of Quincy.⁴ A copy of the Commission’s Order and the Territorial Agreement are attached hereto as Composite Exhibit A. A copy of a map depicting boundaries of the parties’ respective territory surrounding the City of Quincy is attached hereto as Exhibit B.

15. The Territorial Agreement acknowledges that the “the respective areas of retail service of the parties hereto are contiguous in many places with the result that in the future substantial duplication of service facilities will occur unless such duplication is precluded” (Territorial Agreement, Section 0.4); and the parties’ desire to “avoid and eliminate the circumstances giving rise to the aforesaid duplications and possible hazards” and to “operate within delineated retail service areas for the period hereinafter fixed and set forth.” (Territorial Agreement, Section 0.6).

16. The stated term of the Territorial Agreement was fifteen (15) years from the date of the Commission’s Order approving the Territorial Agreement. Thus, Quincy asserts the position that the Territorial Agreement expired as of December 11, 2010. However, from December 2010 to the present, the parties have continued to honor the territorial area prescribed in the Territorial Agreement and Talquin is unaware of any unapproved infringements upon either party’s territorial area. As recently as April 2024, Talquin was contacted by a potential new account within Quincy’s territorial area and immediately advised Quincy’s utility director of the request for service. Quincy confirmed that it did not have a utility line near the new account location and approved Talquin providing service.

⁴ Order No. PSC-95-1522-FOF-EU, issued December 11, 1995 in Docket No. 950532-EU.

17. The Commission's Order Approving Territorial Agreement emphasized in its second paragraph that the "stated purpose of the territorial agreement is to delineate each utility's respective territorial area in Gadsden County and to eliminate the potential uneconomic duplication of facilities by these two utilities." (Order, p. 1).

18. As described herein, Talquin has relied on the Territorial Agreement in making investments into its electrical facilities and infrastructure in anticipation of serving the "Cooperative Territorial Area" defined in the Agreement. Talquin posits that the purposes and necessity of the Agreement remain just as important today as they did in 1995.

THE TERRITORIAL DISPUTE

19. This Petition includes a description of the conditions that caused the parties' dispute as well as "a description of the existing and planned load to be served in the area of dispute and a description of the type, additional cost, and reliability of electrical facilities and other utility services to be provided within the disputed area" required by Rule 25-6.0441(1), Florida Administrative Code.

20. The purpose of this Petition is (i) to seek reaffirmation of the territorial boundaries described in the parties' Territorial Agreement⁵ and (ii) to resolve an immediate dispute that exists between Talquin and Quincy as to which utility will provide electric service to a new development to be located on a 65-acre vacant parcel of property on Ben Bostick Road in Gadsden County (Parcel No. 3-10-2N-4W-0000-00441-0100) (the "Bostick Road Property" of the "Property") together with the surrounding parcels.

⁵ Talquin desires to enter into a new territorial agreement with Quincy incorporating the same boundaries as delineated in the parties' 1995 Territorial Agreement, with the addition of a more modern evergreen clause in the term provision.

21. Each of the components of a territorial dispute petition required by Rule 25-6.0441(1), Florida Administrative Code are included in this Petition. The Bostick Road Property development site is depicted on the map included Exhibit C, attached hereto; and a copy of the preliminary “Master Plan” for the development site is attached as Exhibit D. As set forth in the Master Plan, the current development proposal (still subject to approval by the Quincy City Commission) includes four phases – the first phase includes 43 single family homes, the second phase include 63 single family homes, the third phase includes 49 single family homes, and the fourth phase includes multi-family development. Talquin acknowledges that the proposed fourth phase is not included within the 65-acre Bostick Road Property and, instead, will be constructed on an adjacent parcel wholly within Quincy’s territorial area as defined by the Territorial Agreement.

22. Talquin currently serves customers adjacent to the Bostick Road Property. The area immediately surrounding the Bostick Road Property is primarily residential or agricultural. A majority of the Bostick Road Property – previously a nursery – is within Talquin’s historic service area and was previously served by Talquin. Talquin-owned facilities remain on the Property. As illustrated in the attached Exhibit B, the territorial boundary agreed upon between the parties in the Territorial Agreement splits the Bostick Road Property so that it is not entirely within either Talquin or Quincy’s service territory – however, a majority of the Bostick Road Property is within the service territory assigned to Talquin in the Territorial Agreement. In the currently proposed development plan, 22 of the 43 lots in Phase 1, 44 of the 53 lots in Phase 2, and all 49 lots in Phase 3 appear to be within Talquin’s service territory as delineated by the Territorial Agreement. Talquin proposes that it should be entitled to serve the entirety of the Bostick Road Property development included within Phases 1, 2 and 3 (155 lots).

23. Based on the number of single-family residential units anticipated for the proposed Development of the Bostick Road Property (currently 155 lots), the anticipated load for the development on the Bostick Road Property will be approximately 930 – 1,240 kW. The Bostick Road Property and surrounding area is served by Talquin’s Gretna Substation, which is located approximately four (4) miles away from the Bostick Road Property. Currently there are approximately 3,500 services connected to Talquin’s Gretna Substation, which has the capacity to serve 56,000 kW; and as of December 2022 was serving only 18,321 kW at its peak. Accordingly, the Gretna Substation is designed to handle the fully anticipated load of the development. Moreover, Talquin has the capability of switching the feeds serving the Bostick Road Property and surrounding areas from the Gretna Substation to its Wetumpka Substation (approximately nine (9) miles away), which provides greater reliability to any development on the Bostick Road Property than a single-source power line from Quincy.

24. Talquin does not anticipate incurring any system improvement costs in order for it to serve the entire development of the Bostick Road Property. The only costs to the developer to obtain electrical service from Talquin would be the installation of new facilities (e.g., the underground electric distribution system) on the site. Notably, as part of Talquin’s standard development agreement, for the first three (3) years following transfer of the electric distribution system to Talquin, developers are eligible to recover a per-lot partial refund of costs associated with installation of the onsite facilities as permanent electrical services are established on each developed lot.

25. On November 26, 2024, the Quincy City Commission approved annexation of the Bostick Road Property in Ordinance 1153-2024. Prior to this date, the Bostick Road Property was outside of the Quincy City limits.

26. On December 31, 2024, Talquin sent written correspondence to Quincy's City Manager, City Attorney, and all five City Commissioners giving notice of Talquin's existing facilities and its willingness and ability to serve the Bostick Road Property and surrounding parcels. A copy of the December 2024 correspondence is attached hereto as Exhibit E. Talquin received no response to this correspondence from the City of Quincy.

27. On the same date, Talquin sent written correspondence to the owner and developer of the Bostick Road Property, informing the developer that a majority of the Property is within Talquin's territorial area, that Talquin has the capacity to serve the proposed development, and that Talquin was ready, willing, and able to serve the development.

28. The Bostick Road Property is currently the subject of a rezoning effort to alter the permitted density of the site among other characteristics and is awaiting final development approval from the Quincy City Commission. According to the meeting minutes, at a City Commission meeting on January 14, 2025, to discuss the proposed development, the City Manager made the following statements regarding Talquin, presumably in response to the December 2024 correspondence:

- City Manager Nixon stated that Talquin Electric is aware that this property will be annexed into the City.
- City Manager Nixon stated that the territorial agreement is expired and that he met with the city attorney as well as the utilities director to aggressively ensure that the city provides utilities services for this development.

A complete copy of the January 14, 2025, City Commission Meeting Minutes is attached hereto as Exhibit F. Thus, Quincy continues to assert its intent to extend service in Talquin's historic area and beyond the boundaries of the parties' Territorial Agreement.

29. Notably, December 2024 was not the first effort by Talquin to engage with Quincy in an attempt proactively to resolve the potential for a territorial dispute. Since 2010, Talquin has made multiple attempts to renew the parties' Territorial Agreement without success, including Talquin's General Manager meeting in-person with the Quincy City Manager to discuss the parties' service territories in 2013, on January 31, 2023, and again on August 16, 2023. The 2023 meetings included both Quincy's City Manager and Utility Director. Quincy failed to follow-up with any substantive proposal following the conclusion of these meetings – despite its representations that such proposals were forthcoming; therefore, there has been no resolution to this conflict.

30. Contrary to the alleged expiration of the Territorial Agreement, Talquin has continued to act in reliance on the previous delineation of the parties' respective territories and made investments in its facilities based on the parties' previous Territorial Agreement and the underlying public policy principles, including the desire to avoid duplication. For example, in 2022 Talquin rebuilt a three-phase line running 6.7 miles along Ben Bostick Road from U.S. Highway 90 to Old Federal Road. This line is immediately adjacent to the Bostick Road Property at issue. This facilities upgrade provides Talquin the ability to switch feeds servicing the Bostick Road Property and surrounding area from its Gretna Substation to its Wetumpka Substation, allowing for increased reliability to all connections along this thoroughfare.

31. In addition to the recently updated three-phase distribution line described above, Talquin has facilities on or adjacent to the Bostick Road Property as depicted in the attached Exhibit G. Also depicted on the attached Exhibit G are the lines reflecting service to members on the surrounding parcels contiguous with the Bostick Road Property.

32. Like all new developments within Talquin's service area, the Bostick Road Property development is designed to be served by underground utilities. As of the end of 2024, 40.98% of Talquin's electric services are underground, which increases the reliability of the customers' service and demonstrates Talquin's expertise in the design, construction, and maintenance of underground lines.

33. Talquin maintains scheduled coverage of linemen employees six (6) days a week, as well as after-hours coverage, to address any outages on its system – including the Bostick Road Property – in a timely manner.

34. Talquin has the ability, capability, experience, and willingness to provide reliable electric service to the Bostick Road Property and has historically served this Property and the surrounding area. Talquin is capable of providing the services needed for the Property with considerably less expansion and expense than Quincy. To allow Quincy to extend lines to service this area will result in uneconomic duplication of facilities and encroach into an area adequately served by Talquin for approximately 80 years. In addition, allowing Quincy to selectively serve developments where Talquin has already made significant infrastructure investments in an effort to ensure blanket access to electric utility service in historically rural areas would be patently unfair to Talquin and its 47,630 members, who have invested in these facilities with the expectation that as the surrounding property was developed the increased density and utilization of existing facilities would reduce total cost per member.

35. Based on the lack of any response from Quincy to Talquin's correspondence dated December 31, 2024 (Exhibit E) and the statements from the Quincy City Manager at the January 14, 2025, City Commission Meeting (Exhibit F), Talquin believes it had no choice but to raise this dispute with the Commission.

36. Moreover, although the Bostick Road Property has presented a specific dispute for the Commission's resolution, the legal issues surrounding the Commission's determination as to which utility should serve the Bostick Road Property are similar to any future determinations across all of the territorial boundaries delineated by the parties' Territorial Agreement. For this reason – and in an effort to provide both Talquin and Quincy certainty going forward – Talquin requests that the Commission reinstate the same territorial boundaries set forth in the Territorial Agreement approved by the Commission in 1995.

37. Based on this factual background, each of the factors the Commission considers in resolving a territorial dispute under Rule 25-6.0441(2)(a)-(e) weighs in favor of maintaining the existing territorial boundaries and allowing Talquin to serve the disputed area:

- a. Talquin is capable of providing reliable electric service within the disputed area with its existing facilities;
 - b. The disputed area was, until late last year, located outside of the Quincy city limits and is currently located within Talquin's historical service area, and Talquin is capable of meeting both the present and reasonably foreseeable requirements of the disputed area presently and in the future;
 - c. The incremental cost for Talquin to serve development in the disputed area is much lower than it would be for Quincy to provide service since Talquin already has utility facilities on the Property and a three-phase distribution line along Ben Bostick Road;
 - d. The Commission should consider the existing service territory boundaries as an additional relevant factor, which weighs in favor of Talquin serving the Property;
- and

- e. There are no existing customers on the Property – thus, Talquin is unaware of any stated customer preference.

Furthermore, allowing Quincy to serve this area will result in uneconomic duplication of facilities in contravention of the purpose of Section 366.04(5), Florida Statutes.

38. In support of this Petition, Talquin attaches the following Exhibits, some previously referenced:

- Composite Exhibit A – Order Approving Territorial Agreement Between Talquin Electric Cooperative, Inc. and City of Quincy and Territorial Agreement dated March 22, 1995
- Exhibit B – Map of Territory per Territorial Agreement dated March 22, 1995
- Exhibit C – Bostick Road Property Development Site
- Exhibit D – Developer Master Plan
- Exhibit E – December 2024 Correspondence to Quincy City Manager
- Exhibit F – Quincy City Commission Minutes, January 14, 2025
- Exhibit G – Map of Talquin’s Facilities Surrounding Bostick Road Property

WHEREFORE, Talquin Electric Cooperative, Inc. requests that the Commission take jurisdiction of this cause and resolve the dispute by determining (i) that the Bostick Road Property and surrounding area in question are historically an area served by Talquin and that Talquin is entitled to continue to serve this area; (ii) that Talquin shall serve the entire proposed development of the 65-acre Bostick Road Property (Phases 1–3); and (iii) that Talquin and Quincy remain bound by the territorial boundaries agreed to by the parties as part of the Territorial Agreement approved by the Commission on December 11, 1995.

DATED this 10th day of March, 2025.

Respectfully submitted,



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ATTORNEYS FOR
TALQUIN ELECTRIC COOPERATIVE, INC.

EXHIBIT A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Joint petition for approval of territorial agreement between Talquin Electric Cooperative, Inc. and City of Quincy.) DOCKET NO. 950532-EU
) ORDER NO. PSC-95-1522-FOF-EU
) ISSUED: December 11, 1995
)
)
)

The following Commissioners participated in the disposition of this matter:

SUSAN F. CLARK, Chairman
J. TERRY DEASON
JOE GARCIA
JULIA L. JOHNSON
DIANE K. KIESLING

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING TERRITORIAL AGREEMENT
BETWEEN TALQUIN ELECTRIC COOPERATIVE, INC.
AND THE CITY OF QUINCY

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

On May 8, 1995, Talquin Electric Cooperative, Inc. (Talquin) and the City of Quincy (Quincy) filed a Joint Petition for Approval of a Territorial Agreement with the Florida Public Service Commission. A copy of the territorial agreement between Talquin and Quincy is attached hereto and incorporated herein. The stated purpose of the territorial agreement is to delineate each utility's respective service area in Gadsden County and to eliminate the potential uneconomic duplication of facilities by these two utilities.

Pursuant to this agreement, no customers will be subject to mandatory transfer. As a result, approximately 29 active residential, 5 active commercial, 7 inactive residential and 7 inactive commercial Talquin accounts will be located in Quincy's service territory. These Talquin customers may request a voluntary transfer to Quincy. Until a transfer is requested, however, these customers will be served by Talquin. Talquin will maintain

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electric facilities used to serve these retail customers. If any of the inactive accounts become active, these accounts will be served by Quincy. All of Quincy's electric facilities to serve retail customers will be located wholly within its delineated service territory.

Talquin notified by a letter all customers who are eligible to receive service from Quincy to inform them of the residential and commercial monthly cost of electricity for the two utilities based on various kilowatt hour usages. Talquin has been contacted by two customers; a residential customer who expressed a desire to remain a Talquin customer and a commercial customer who expressed interest in transferring to Quincy.

To ensure that transferring customers suffer no hardship due to the different deposit requirements of each party, Talquin has agreed to refund deposits to these customers. Quincy will then bill these customers a deposit no greater than the deposit previously charged by Talquin. The capital credits associated with the customers transferring from Talquin to Quincy will be returned on the normal return cycle as if the transferring customers had remained with the cooperative.

We are concerned about the existence of Talquin customers in Quincy's service area, but, we believe the agreement is an improvement over the status quo, and is consistent with our policy of encouraging territorial agreements. To enable us to monitor the status of this agreement, the utilities should advise us of the remaining Talquin customers located in Quincy's service area. Quincy has agreed to submit such a report to us within five years from the date of this Order. Talquin has agreed to assist Quincy in preparing this report. The utilities have also agreed to work cooperatively to ensure that the transfer of Talquin customers to Quincy is achieved in an efficient manner and that there is no uneconomic duplication of facilities during this transition. For these reasons, we find that the territorial agreement is in the public interest and should be approved. The agreement shall be effective on the date of this Order and as Section 5.1 of the agreement provides, it shall remain in effect for a period of fifteen years.

We note that Section 2.2 of the territorial agreement, the provision for interim service, states that neither utility will knowingly serve or offer to serve any new retail customer located within the territorial area of the other utility unless, the other utility requests it in writing. Interim service will be provided on a temporary basis and shall cease when the utility in whose service area the customer is located begins to provide service.

ORDER NO. PSC-95-1522-FOF-EU
DOCKET NO. 950532-EU
PAGE 3

The utilities agree to seek our approval for all interim service arrangements that last or are expected to last for more than one year.

In addition, Section 2.9 of the agreement requires that approval from the United States Department of Agriculture, the Rural Utilities Service, and the Cooperative Finance Corporation be obtained prior to the transfer of any property from the cooperative to the city. If approval is not obtained from any of these entities, Talquin should notify us.

It is, therefore

ORDERED by the Florida Public Service Commission that the territorial agreement submitted by Talquin Electric Cooperative, Inc. and the City of Quincy is hereby approved. It is further

ORDERED that the City of Quincy, with assistance from Talquin Electric Cooperative, Inc. shall file a report on the status of this agreement within five years from the date of this Order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 25-22.036, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket should be closed.

By ORDER of the Florida Public Service Commission, this 11th day of December, 1995.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)
VDJ

Commissioner Garcia dissented.
Commissioner Kiesling dissented.

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on January 2, 1996.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

AGREEMENT

Section 0.1 THIS AGREEMENT, made and entered into this 22ND day of March, 1995, by and between TALQUIN ELECTRIC COOPERATIVE, INC. an electric cooperative corporation organized and existing under the laws of the State of Florida (herein called the "COOPERATIVE"), party of the first part, and CITY OF QUINCY, a municipal corporation organized and existing under the laws of the State of Florida (herein called the "CITY"), party of the second part;

WITNESSETH:

Section 0.2 WHEREAS, the COOPERATIVE, by virtue of Florida Statutes, Chapter 425, and the Charter issued to it thereunder, is authorized and empowered to furnish electricity and power to its members, private individuals, corporations and others, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to members and customers in areas of Gadsden County, Florida and elsewhere; and

Section 0.3 WHEREAS, the CITY, by virtue of its Charter, is authorized and empowered to furnish electricity and power to persons, firms and corporations, both within and without its corporate limits, and presently furnishes electricity and power to customers in areas of Gadsden County, Florida; and

Section 0.4 WHEREAS, the respective areas of retail service of the parties hereto are contiguous in many places with the result that in the future substantial duplication of service facilities will occur unless such duplication is precluded; and

Section 0.5 WHEREAS, the Florida Public Service Commission has previously recognized that any such duplication of said service facilities results in needless and wasteful expenditures and creates hazardous situations; both being detrimental to the public interest; and

Section 0.6 WHEREAS, the parties hereto desire to avoid and eliminate the circumstances giving rise to the aforesaid duplications and possible hazards and to that end desire to operate within delineated retail service areas for the period hereinafter fixed and set forth; and

Section 0.7 WHEREAS, in order to accomplish said area allocation as to future customers the parties have delineated boundary lines in portions of Gadsden County, Florida, hereinafter referred to as "Boundary Lines", and said meandering boundary lines define and delineate the retail service areas of the parties in portions of Gadsden County, Florida; and

Section 0.8 WHEREAS, subject to the provisions hereof, the herein defined "Cooperative Territorial Area" will be allocated to the COOPERATIVE as its service area and the herein defined "City Territorial Area" will be allocated to the CITY as its service area; and

Section 0.9 WHEREAS, the Florida Public Service Commission has recognized on several occasions the wisdom of retail territorial agreements between competing utilities and has adhered to the general opinion that retail territorial agreements, when properly presented to the Commission, in the proper circumstances, are advisable and indeed in the public interest.

Section 0.10 NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Territorial Boundary Lines - As used herein, the term "Territorial Boundary Lines" shall mean the boundary lines described by metes and bounds in Composite Exhibit A-1 and delineated in red on the Gadsden County map included as a part of Composite Exhibit A-1.

Section 1.2 Cooperative Territorial Area - As used herein, the term "Cooperative Territorial Area" shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled "Cooperative Territorial Area" on Composite Exhibit A-1.

Section 1.3 City Territorial Area - As used herein, the term "City Territorial Area" shall mean all of the territory and lands in Gadsden County, Florida, lying within Territorial Boundary Lines and labeled "City Territorial Area" on Composite Exhibit A-1.

Section 1.4 Transmission Lines - As used herein, the term "Transmission Lines" shall mean all transmission lines of either party having a rating of 69 KV or over.

Section 1.5 Distribution Lines - As used herein, the term "Distribution Lines" shall mean all distribution lines of either party having a rating up to but not including 69 KV.

Section 1.6 Primary Distribution Lines - As used herein, the term "Primary Distribution Lines" shall mean all distribution lines of either party having a rating of not less than 601 volts and less than 69,000 volts.

Section 1.7 Secondary Distribution Lines - As used herein, the term "Secondary Distribution Lines" shall mean all distribution lines having a rating of up to and including 600 volts.

Section 1.8 Existing Customers - As used herein, the term "Existing Customers" shall mean persons receiving retail electric service from either COOPERATIVE or CITY at locations for which services are existent on the effective date of this Agreement.

Section 1.9 New Customers - As used herein, the term "New Customers" shall mean those customers applying for electric service during the term of this Agreement at a point of use (service location) in the Territorial Area of either party which has not previously been served by either party.

Section 1.10 Remaining Customers - As used herein, the term "Remaining Customers" shall mean customers of either party whose points of use (service location) are in the Territorial Area of one party but which are receiving service from the other party during the term of this Agreement.

ARTICLE II

AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Allocations - The Cooperative Territorial Area, as herein defined, will be allocated to the COOPERATIVE as its service area for the period of time hereinafter specified; and the City Territorial Area, as herein defined, will be allocated to the CITY as its service area for the same period; and, except as otherwise specifically provided herein, neither party shall deliver any electric energy across any Territorial Boundary for use at retail in any of the service areas, as herein defined, of the other.

Section 2.2 New Customers - Neither party shall hereafter serve or offer to serve a new retail customer located in the Territorial Area of the other party unless, on a temporary basis, such other party shall request it in writing to do so. However, it shall be the responsibility of each party to furnish electric service to all customers located within its Territorial Area either directly or by so requesting the other party to do so. Any such temporary service shall be discontinued when the party in whose service area it is located shall provide such service.

Notwithstanding the foregoing, it is understood that the COOPERATIVE must furnish its service mainly to its members in order to preserve its tax exempt status. Therefore, unless the proposed recipient of temporary service will join the COOPERATIVE, the COOPERATIVE may decline such request by the CITY, when in the judgement of the COOPERATIVE, the income produced thereby would exceed that percentage of gross income which the COOPERATIVE may

accept from non-members and maintain its tax exempt status.

Section 2.3 Existing Customers - This Agreement is intended to apply to New Customers, as herein defined, and nothing in this Agreement shall be interpreted as precluding either party from continuing to serve all Existing Customers located in the Territorial Area of the other.

Section 2.4 Transfer of Remaining Customers - TALQUIN shall transfer to the CITY any TALQUIN Remaining Customer located in the City's Territorial Area who requests service by the CITY upon acceptance of the Remaining Customer by the CITY. As a condition of such transfer, the CITY shall pay TALQUIN the applicable amount specified in Section 2.6 in the manner provided by Section 2.6 (4) below. The CITY shall transfer to TALQUIN any CITY Remaining Customer located in Talquin's Territorial Area who requests service by TALQUIN upon acceptance of the Remaining Customer by TALQUIN. As a condition of such transfer, TALQUIN shall pay the CITY the applicable amount specified in Section 2.6 in the manner provided in Section 2.6 (4) below. No Remaining Customer shall be subject to transfer when such Remaining Customer has been disconnected for non-payment or until all sums owed by such Remaining customer to the transferring party are paid or satisfactory arrangements for payment have been made with the transferring party.

Section 2.5 Solicitation - Either party may during the term of this Agreement solicit the transfer of Remaining Customers of the other party but neither party shall offer any financial or other incentive to Remaining Customers to encourage said Remaining

Customers to transfer.

Section 2.6 Amount of Payment - For Remaining Customers to be transferred, the party accepting the Remaining Customer shall pay to the party transferring the Remaining Customer an amount equal to:

- (1) The replacement cost (new) of similar construction less depreciation of electric facilities serving the Remaining Customer to be transferred pursuant to agreement between the parties, plus
- (2) An amount equal to the labor, material and overhead costs of constructing any necessary facilities to reintegrate the system of the transferring party outside the disconnected location or locations after detaching the facilities to be sold and transferred to the accepting party, plus
- (3) An amount equal to two and one half (2 1/2) times the annual revenue exclusive of taxes (annual revenue meaning the sum of the billings for electric service to such location for the most recent consecutive or

non-consecutive twelve months in which service is actually served to such location by the transferring party) received by the transferring party from such Remaining Customer location. In the case of Remaining Customer locations billed less than twelve months, annual revenue shall mean the monthly average of such billings multiplied by twelve.

- (4) Such payment as provided for in this agreement shall be made by the accepting party in cash to the transferring party at the time such location is transferred.

Section 2.7 Each party shall be allowed to install additional security lights to a Remaining Customer until such time as the Remaining Customer is acquired by the other party. Security light installations shall not be considered NEW CUSTOMERS.

Section 2.8 Either party gaining customers from the other under the provisions of this agreement will pay for any facilities rendered unusable to the party losing the customers by this acquisition which shall then become the gaining party's facilities. The payment formula is the same formula as described in Section 2.6 (1), (2) and (4). Substation facilities are not included in this provision.

Section 2.9 REA and CFC Approval - Any property transfer from COOPERATIVE to CITY is subject to approval by the United States of America Department of Agriculture, Rural Utilities Service and the Cooperative Finance Corporation.

ARTICLE III

OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain - All Generating Plant, Transmission Lines, Substations, Distribution Lines and related facilities now or hereafter constructed and/or used by either party in conjunction with their respective electric utility systems, and which are directly or indirectly or are used and useful in serving customers in their respective service area, shall be allowed to remain where situated and shall not be subject to removal hereunder; PROVIDED, HOWEVER, that each party shall operate and maintain said lines and facilities in such a manner as to minimize any interference with the operations of the other party.

Section 3.2 Joint Use - The parties hereto realize that it may be necessary, under certain circumstances and in order to carry out this Agreement, to make arrangements for the joint use of their respective service facilities, in which event such arrangements shall be made by separate instruments incorporating standard engineering practices and providing proper clearances with respect thereto.

ARTICLE IV

PREREQUISITE APPROVAL

Section 4.1 Florida Public Service Commission - The provisions of this Agreement are subject to the regulatory

authority of the Florida Public Service Commission, and appropriate approval by that body of the provisions of this Agreement shall be a prerequisite to the validity and applicability hereof and neither party shall be bound hereunder until that approval has been obtained.

Section 4.2 Liability in the Event of Disapproval - In the event approval pursuant to Section 4.1, is not obtained, neither party will have an action against the other arising under this Agreement.

ARTICLE V

DURATION

Section 5.1 This Agreement shall continue and remain in effect for a period of fifteen (15) years from the date of the Florida Public Service Commission's Order approving this Agreement.

ARTICLE VI

CONSTRUCTION OF AGREEMENT

Section 6.1 Intent and Interpretation - It is hereby declared to be the purpose and intent of this Agreement, in accordance with which all provisions of this Agreement shall be interpreted and construed, to eliminate and avoid the needless and wasteful expenditures and potentially hazardous situations which would otherwise result from unrestrained competition between the parties operating in overlapping service areas.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Negotiations - Whatever terms or conditions may have been discussed during the negotiations leading

up to the execution of this Agreement, the only ones agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the parties hereto unless the same shall be in writing and hereto attached and signed by both parties.

Section 7.2 Successors and Assigns - Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto any right, remedy or claim under or by reason of the Agreement or any provisions or conditions herein contained shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors and assigns.

Section 7.3 Notices - Notices given hereunder shall be deemed to have been given to the COOPERATIVE if mailed by certified mail, postage prepaid to: Manager, Talquin Electric Cooperative, Inc., P. O. Box 1679, Quincy, Florida 32353-1679 and to the CITY if mailed by certified mail, postage prepaid to: City Manager, City of Quincy, 404 West Jefferson Street, Quincy, Florida 32351.

Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

IN WITNESS WHEREOF, this Agreement has been caused to be executed in duplicate by the COOPERATIVE in its name by its President, and its corporate seal hereto affixed by the Secretary of the COOPERATIVE, and by the CITY in its name by its Mayor, duly authorized thereto by a resolution of the Quincy City Commission

adopted on the 28th day of February, 1995, and its corporate seal hereto affixed and attested by the City Clerk on the day and year first above written; and one of said duplicate copies has been delivered to each of the parties hereto.

ATTEST:

TALQUIN ELECTRIC COOPERATIVE, INC.

Bernard Lewis
Secretary

By Colin English
President

(Corporate Seal)

ATTEST:

CITY OF QUINCY

Sylvia Dick
City Clerk

By Anthony J. [Signature]
Mayor

(Corporate Seal)

~~Secretary~~ ~~By~~ ~~President~~

~~(Corporate Seal)~~

CITY OF QUINCY/TALQUIN ELECTRIC COOPERATIVE, INC.
TERRITORIAL BOUNDARY

Begin at the intersection of the centerlines of Moore Road and County Road 26B also known as High Bridge Road situated in Section 29, Township 2 North, Range 3 West, Gadsden County, Florida; thence North along the centerline of Moore Road to the southeast corner of the southwest quarter of the southeast quarter of Section 20, Township 2 North, Range 3 West; thence East along the northern boundaries of Sections 29 and 28, Township 2 North, Range 3 West to the centerline of an existing CSX Transportation Railroad; thence Southeasterly along the centerline of said CSX Transportation Railroad to the northern right-of-way boundary of Interstate 10; thence East along said right-of-way boundary to the centerline of an existing river known as "Little River"; thence meandering Northeasterly and Northerly along the centerline of said river to the northeast corner of Section 22, Township 2 North, Range 3 West; thence North along the eastern boundaries of Sections 15 and 10, Township 2 North, Range 3 West to the northeast corner of the southeast quarter of said Section 10; thence West along the northern boundaries of the south-half of Sections 10 and 9, Township 2 North, Range 3 West to a point being the southwest property corner of that parcel of property described in Official Record Book 262, Page 722 of the Public Records of Gadsden County, Florida; thence Northeasterly along the northwestern property line of said parcel to the western boundary of an unrecorded subdivision known as Deerwood Subdivision; thence Northwesterly, Northeasterly, Northerly, Easterly and Northerly along the western boundary of said subdivision and a prolongation of said western boundary to a point being the centerline of State Road 12; thence Southeasterly along said centerline to a point being the western boundary of Section 3, Township 2 North, Range 3 West also being the eastern boundary of Section 4, Township 2 North, Range 3 West; thence North along the said section line to a point being on the centerline of County Road 161 also known as Quincy - Dogtown Highway; thence Southwesterly along said centerline to a point being on the northern boundary of the southeast quarter of Section 4, Township 2 North, Range 3 West; thence Westerly along said northern boundary also being along the northern boundary of a subdivision

EXHIBIT A-1

W. G. L.
KAC

known as Hudson Hills, to a point being the northwest property corner of that parcel of property described in Official Records Book 206, Page 261 of the Public Records of Gadsden County, Florida; thence Southwesterly along the western property line of said parcel to a point being the northeast property corner of that parcel of property described in Official Record Book 202, Page 696 of the Public Records of Gadsden, County, Florida; thence Westerly along the northern property line of said parcel and a prolongation of said property line to a point being on the centerline of a road known as Ball Farm Road; thence Southeasterly along said centerline to a point being a prolongation of the northwestern property line of that parcel of property described in Official Records Book 289, Page 322 of the Public Records of Gadsden County, Florida; thence Southwesterly along said northwestern property line to a point being the northwest property corner of said parcel; thence Southeasterly, along the southwestern property line of said parcel to a point being the northeast property corner of a parcel of property described in Official Records Book 407 Page 1117 of the Public Records of Gadsden County, Florida; thence Southwesterly along the northwestern property line of said parcel to the eastern property line of that parcel of property described in Deed Book 120, Page 263 of the Public Records of Gadsden County; thence Northwesterly along the eastern property line of said parcel to the northeast corner of said parcel; thence southwesterly along the southern property line of that parcel of property described in Official Records Book 381 Page 1865 in the Public Records of Gadsden County Florida to a point being the southwest property corner of said parcel; thence Northwesterly and Northerly along the western property line of said parcel to a point being the northeast property corner of that parcel of property described in Official Record Book 279, Page 327 of the Public Records of Gadsden County, Florida; thence West along the northern property line of said parcel to the eastern boundary of Section 9, Township 2 North, Range 3 west; thence North along said eastern boundary to a point being the northeast property corner of that parcel of property described in Official Record Book 351, Page 1373 of the Public Records of Gadsden County Florida also known as the Quincy-Gadsden Airport Authority; thence Westerly along the northern property line of the Quincy-Gadsden Airport Authority to a point being the eastern boundary of the northwest quarter of Section 9, Township 2

EXHIBIT A-1

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North, Range 3 West; thence North along said boundary to a point being the northeast corner of the southwest quarter of Section 32, Township 3 North, Range 3 West; thence West along the northern boundary of the southwest quarter of said Section 32 to a point being the northeast corner of the southeast quarter of Section 31, Township 3 North, Range 3 West; thence continue West along the northern boundary of the southeast quarter of said Section 31 to a point being the centerline of County Road 65A also known as the Attapulcus Highway; thence Northerly along said centerline to a point being the intersection of the centerlines of County Road 65A and County Road 270-A; thence Southwesterly along the centerline of County Road 270-A to a point being the intersection of the centerlines of County Road 270-A and County Road 267; thence Southeasterly along the centerline of County Road 267, to a point being the northern boundary of Section 1, Township 2 North, Range 4 West; thence Westerly along the northern boundary of said Section 1 and the northern boundary of Section 2, Township 2 North, Range 4 West to a point being the northwest property corner of that parcel of property described in Official Records Book 105, Page 170 of the Public Records of Gadsden County, Florida; thence Southeasterly and Southwesterly along the northwestern property line of said parcel and a prolongation of said property line of said parcel to a point being on the centerline of CR 268; thence Northwesterly along said centerline to a point being the prolongation of the northwestern property line of that parcel of property described in Official Records Book 335 Page 44B of the Public Records of Gadsden County, Florida; thence Southwesterly along said property line to a point being the northwest property corner of said parcel; thence Southeasterly to the southwest property corner of said parcel; thence Southwesterly along the southern property line of that parcel of property described in Official Records Book 271, Page 617 to a point being the eastern boundary of the west-half of the west-half of Section 2, Township 2 North, Range 4 West; thence South, along said eastern boundary and continue south along the eastern boundary of the west-half of the west-half of Section 11, Township 2 North, Range 4 West to a point being on the centerline of an existing CSX Transportation Railroad; thence Westerly along said centerline to a point being the western boundary of Section 11, Township 2 North, Range 4

EXHIBIT A-1

WJL
RAC

West; thence South, along said western boundary and continue south along the western boundary of Section 14, Township 2 North, Range 4 West to a point being the southwest corner of the northwest quarter of the northwest quarter of the northwest quarter of Section 14, Township 2 North, Range 4 West; thence East to a point being on the western boundary of the east-half of the northwest quarter of Section 14, Township 2 North, Range 4 West; thence South, along said western boundary to a point being on the northern boundary of the southwest quarter of Section 14; Township 2 North, Range 4 West; thence East, along said northern boundary to a point being the northeast corner of the southwest quarter of said Section 14; thence South, along the eastern boundary of the southwest quarter of said Section 14; thence continue South along the eastern boundary of the west-half of Section 23, Township 2 North, Range 4 West and along the eastern boundary of the west-half of Section 26, Township 2 North, Range 4 West to a point being on the northern right-of-way boundary of Interstate 10; thence Southeast, along said right-of-way boundary to a point being on the northern boundary of the south-half of Section 26, Township 2 North, Range 4 West; thence East along said northern boundary to a point being on the centerline of State Road 267; thence south along said centerline to a point being the prolongation of the southern property line of that parcel of property described in Official Records Book 61, Page 261 in the Public Records of Gadsden County, Florida; thence East along said property line to the southeast property corner of said parcel; thence North along the eastern property line of said parcel to the northeast property corner of said parcel; thence East along the northern boundary of the southwest quarter of Section 23, Township 2 North, Range 4 West to a point being on the western property line of that parcel of property described in Official Record Book 131, Page 164 of the Public Records of Gadsden County, Florida; thence South, along said western property line to a point being on the northern right-of-way boundary of Interstate 10; thence Southeasterly along said right-of-way boundary to a point being on the eastern boundary of Section 31, Township 2 North, Range 3 West; thence North along said boundary to a point being on the northwest corner of Section 32, Township 2 North, Range 7 West;

EXHIBIT A-1

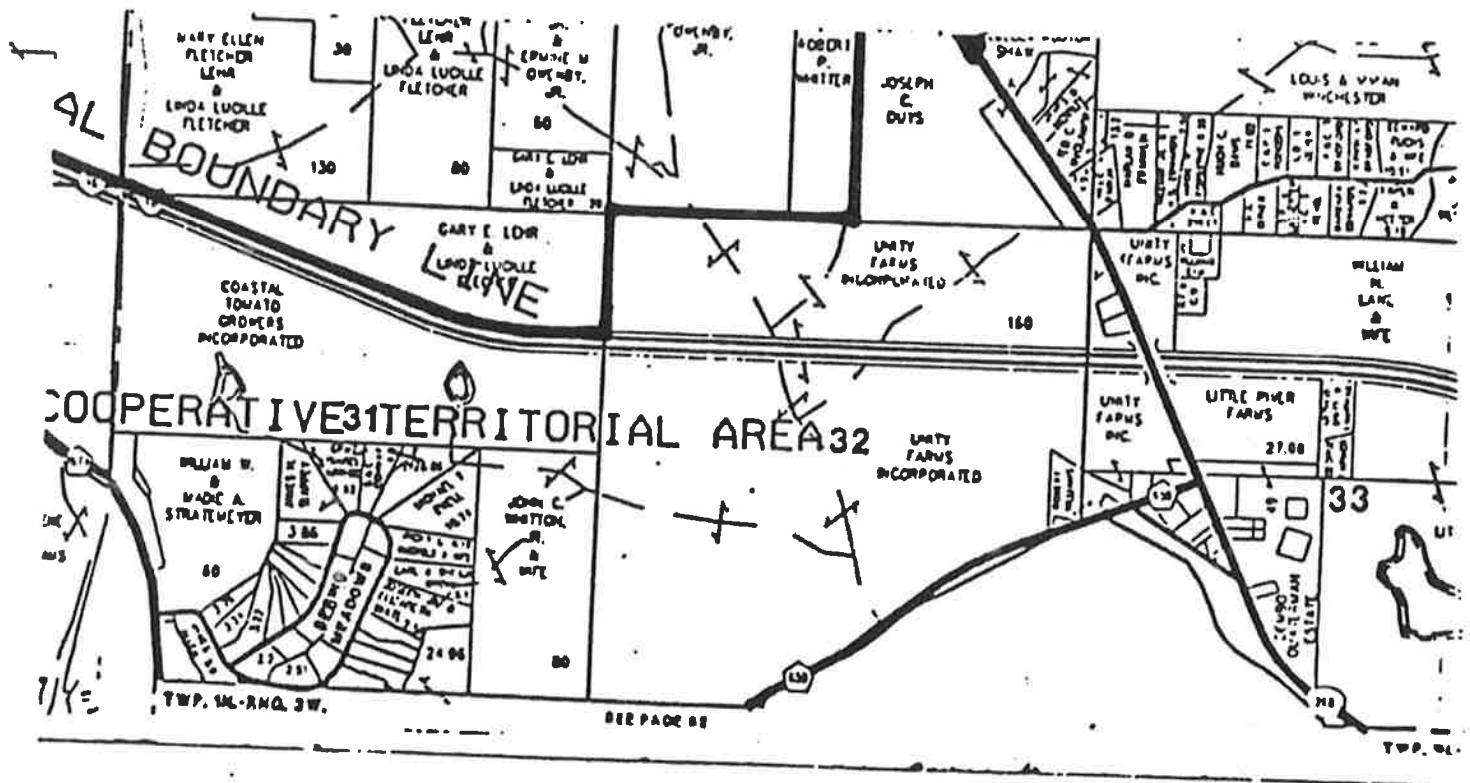
*UPD
KAC*

thence East along the northern boundary of Section 32 to a point being the southeast property corner of that parcel of property described in Official Record Book 98, Page 532 of the Public Records of Gadsden County, Florida; thence North, along the eastern property line of said parcel; thence Northeast along said property line and a prolongation of said property line to a point being on the centerline of County Road 268; thence Southeast, along said centerline to an intersection with the centerline of Moore Road; said intersection also being the point of beginning. References to roads, railroads, creeks, and rivers in the above description are as such exist on the effective date of this Agreement.

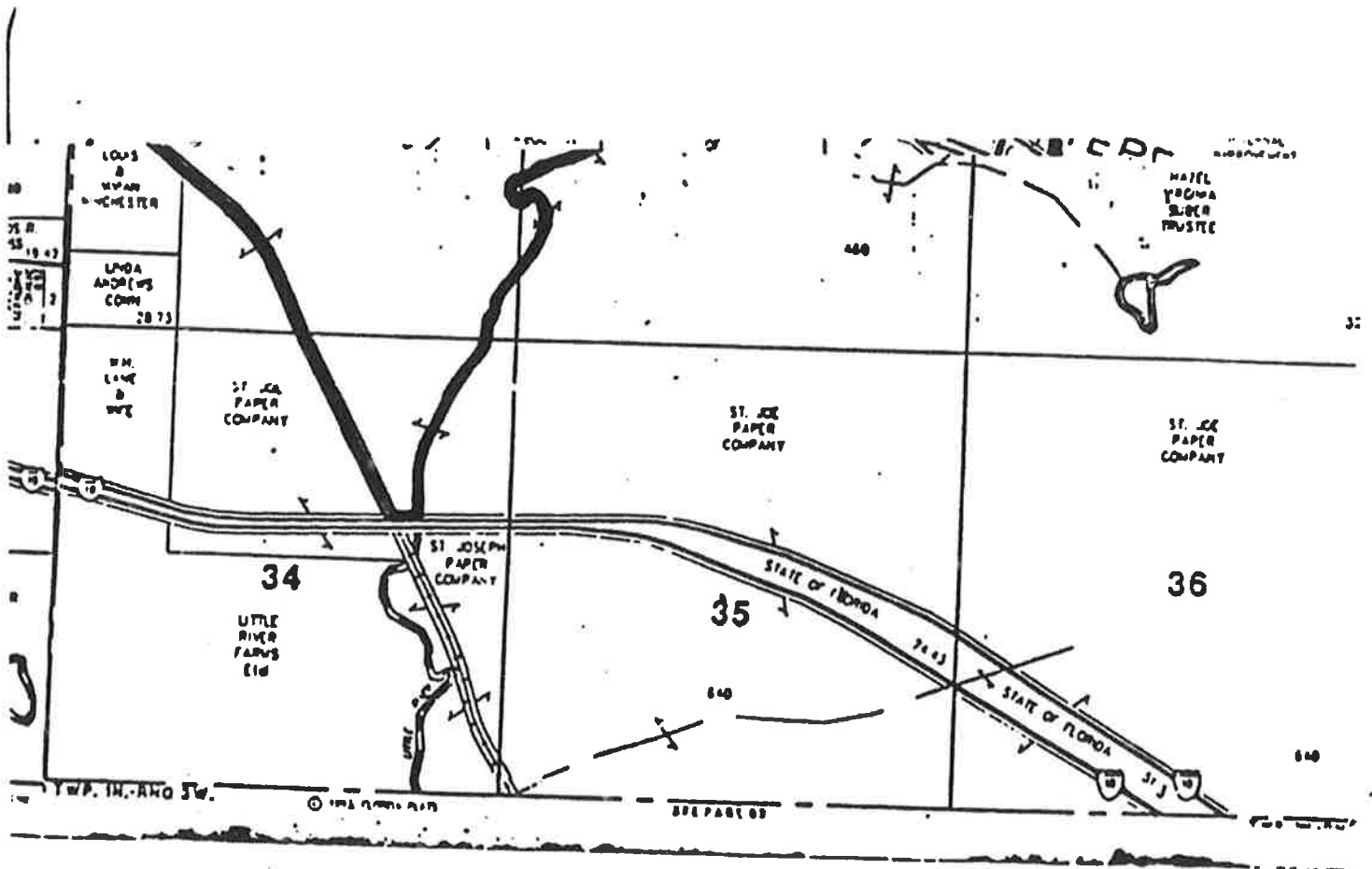
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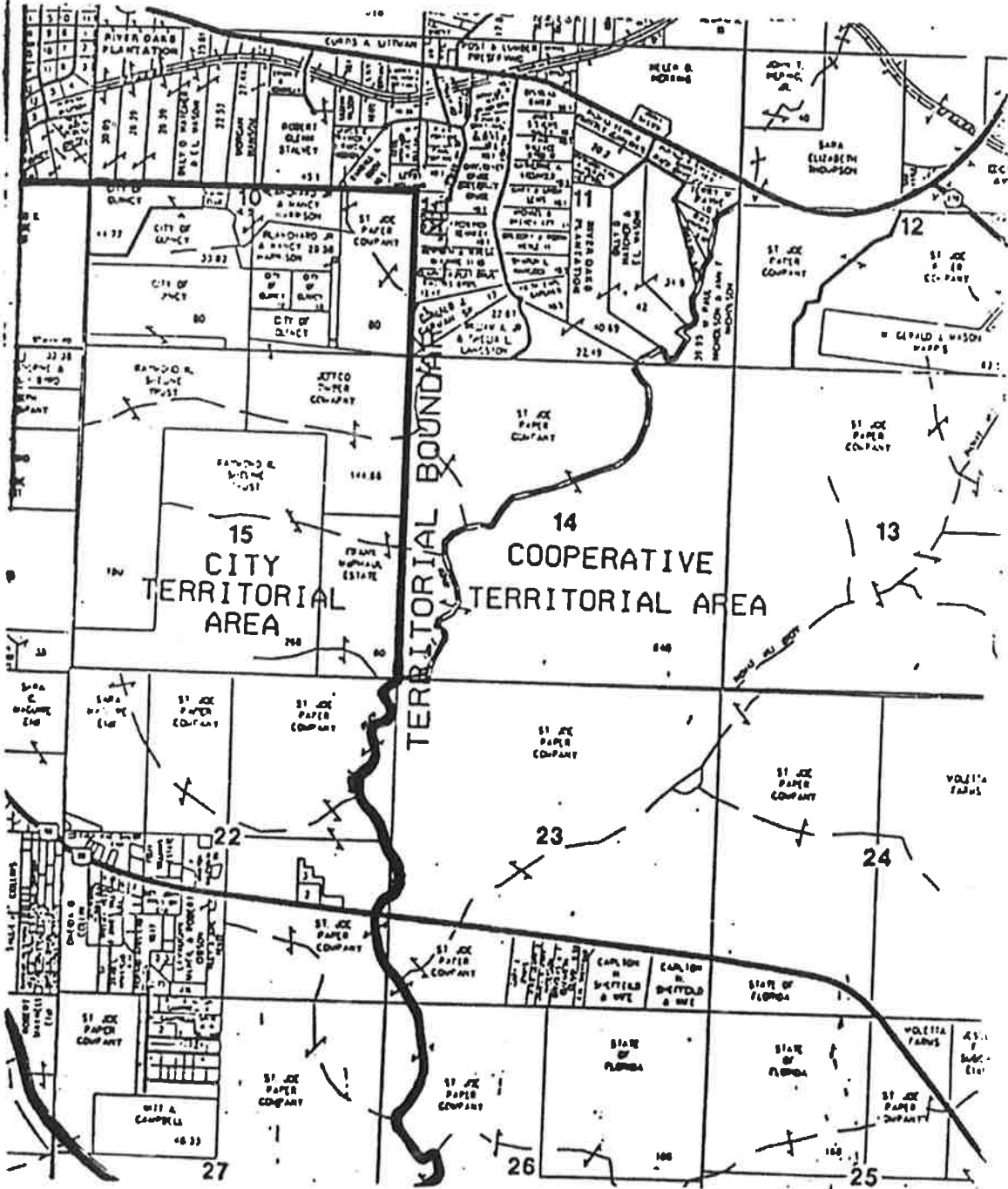
EXHIBIT A-1

W. J. ...
ATC



Attachment A





EAST QUADRANT
GADSDEN COUNTY, FLORIDA

TALQUIN ELECTRIC COOPERATIVE INC AND CITY OF QUINCY, FLORIDA EXHIBIT A-1

TERRITORIAL BOUNDARY LINE

Kenneth A. Caven

CITY MANAGER

DATE: *3/23/95*

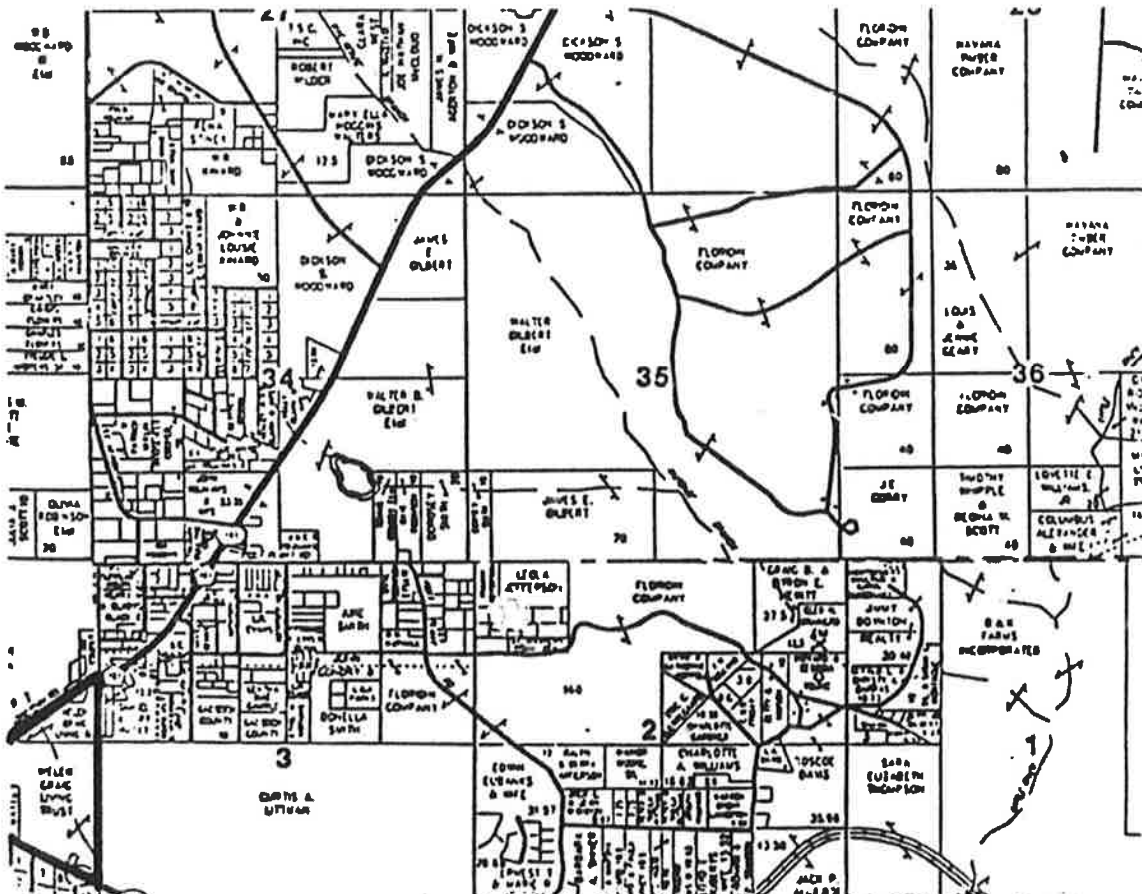
CITY OF QUINCY

Wm E. Langlin

GENERAL MANAGER

DATE: *3-23-95*

TALQUIN ELECTRIC COOPERATIVE INC.



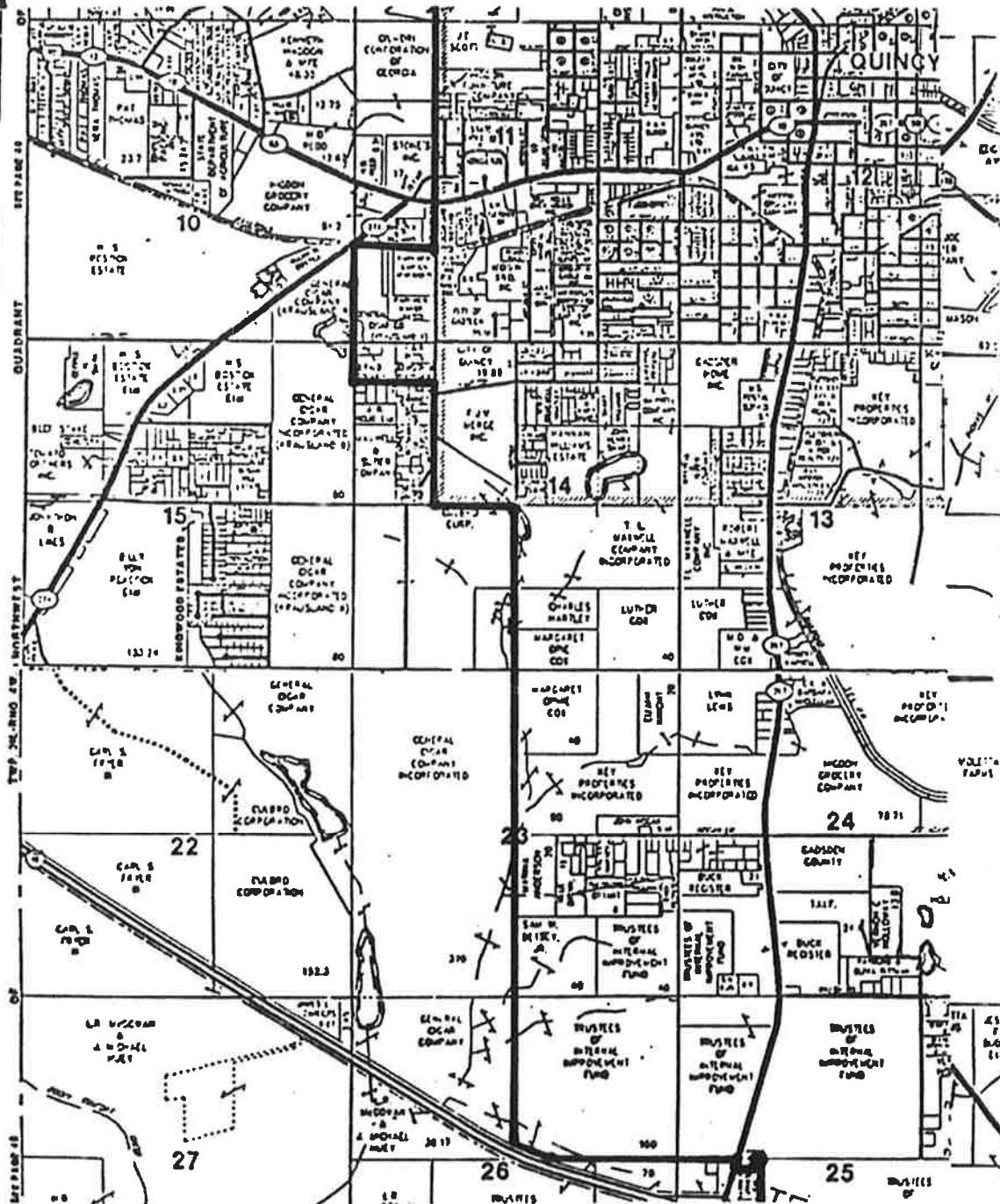


EXHIBIT B

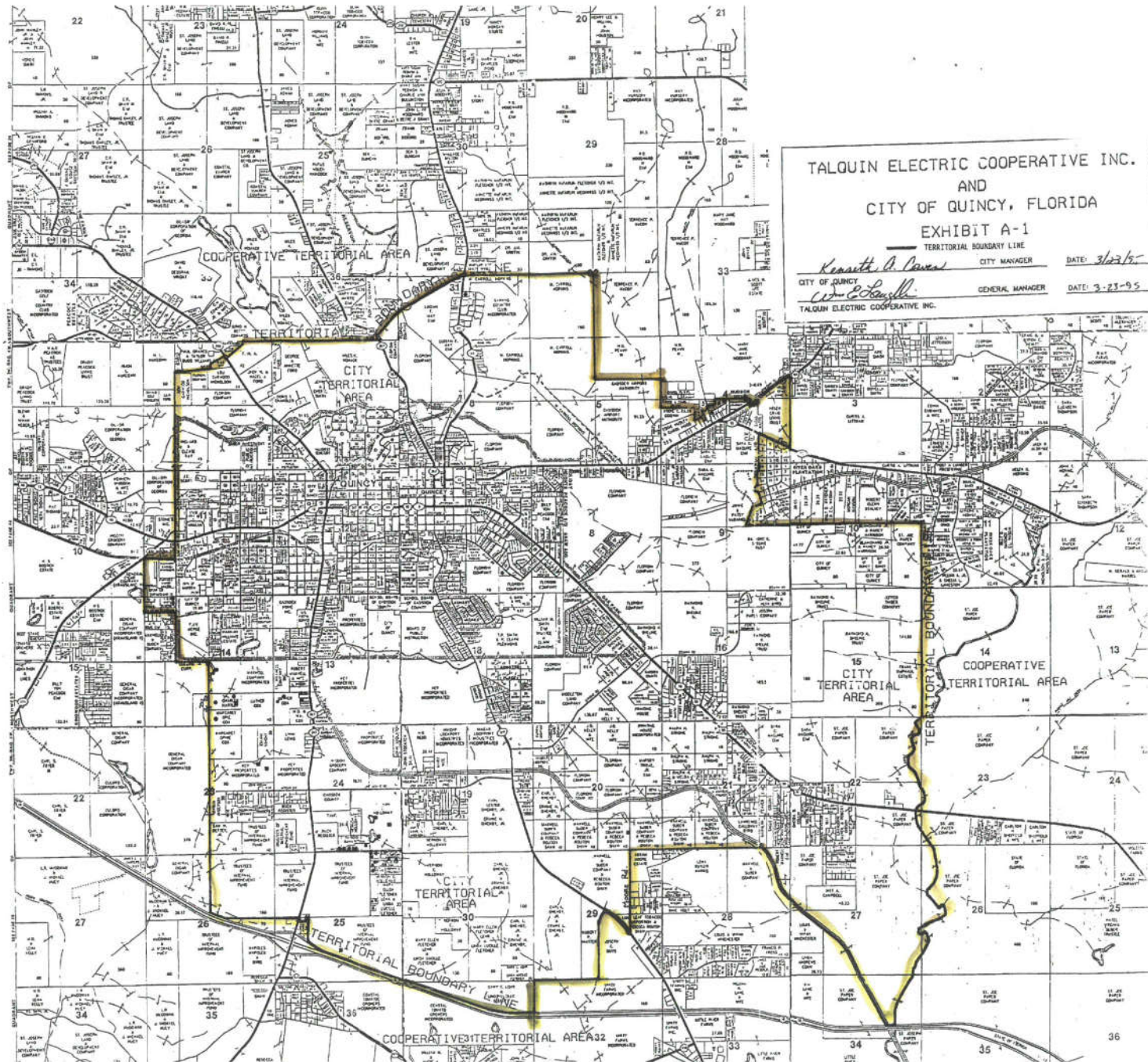


EXHIBIT C



EXHIBIT D

EXHIBIT E

Post Office Box 1679
Quincy, Florida 32353-1679
Quincy: (850) 627-7651



1640 West Jefferson Street
Quincy, Florida
32351-5679

December 31, 2024

Via U.S. Mail & Electronic Mail

City of Quincy
c/o Robert Nixon
City Manager
404 West Jefferson Street
Quincy, Florida 32351
mixon@myquincy.net

RE: Talquin Electric Cooperative Service Territory

Dear Mr. Nixon,

On behalf of Talquin Electric Cooperative, Inc. ("Talquin"), I am writing with regard to the City of Quincy's recent annexation and proposed comprehensive plan amendment related to a 64-acre vacant parcel of property located on Ben Bostick Road – specifically, Parcel No. 3-10-2N-4W-0000-00441-0100 (the "Bostick Road Property") – and the proposed redevelopment of this property and surrounding parcels by the property owner, Gen Land Corp. (the "Developer").

Talquin and the City of Quincy ("City") entered into a Territorial Agreement that was approved by the Public Service Commission on December 11, 1995. The Territorial Agreement was based on the parties' mutual desire to avoid and eliminate the circumstances giving rise to the duplication of electric service facilities and potential hazards related thereto. To accomplish this goal, the parties agreed to specific boundary lines to define their respective service territories and allocate future customers. The principles motivating the parties' decision to enter into the Territorial Agreement remain unchanged almost 30-years later.

A review of the Territorial Agreement demonstrates that a majority of the Bostick Road Property and the surrounding parcels fall within area identified as Talquin's service territory under the Territorial Agreement. In reliance upon the parties' Territorial Agreement, Talquin has made significant investments to ensure that it has the ability to service the present and reasonably foreseeable future requirements of the properties within its service area – including the Bostick Road Property and surrounding parcels. As a result, Talquin owns existing electrical facilities on the Bostick Road Property from its prior service to the previous property owner and currently maintains electrical facilities on parcels and rights-of-way immediately adjacent to the Bostick Road Property and surrounding parcels.

Based on Talquin's understanding of the Developer's proposed development of the Bostick Road Property, Talquin has the capacity to provide reliable electric service to the Property

December 31, 2024

Page 2

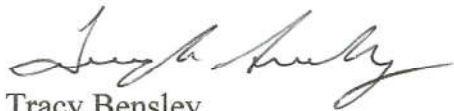
utilizing its existing electrical facilities – without having to make any significant capital investments in new facilities (e.g., building a new substation). Thus, I am writing to inform the City that Talquin is ready, willing, and able to serve the Bostick Road Property and surrounding parcels within its service territory and fully intends to do so. For the avoidance of any doubt, Talquin does not consent to the City providing electric service within Talquin's service territory.

Please be advised that Talquin is providing similar notice to Gen Land Corporation contemporaneous with this correspondence.

If you have any questions regarding the foregoing or wish to discuss this matter in greater detail, please do not hesitate to contact me at 850-627-7651.

Sincerely,

TALQUIN ELECTRIC COOPERATIVE, INC.



Tracy Bensley
General Manager

cc:

Gary Roberts (garyr@garyrobertslaw.com)

Mayor Angela Sapp (via U.S. Mail)

Mayor Pro Tem Ronte Harris (via U.S. Mail)

Commissioner Dr. Robin Wood (via U.S. Mail)

Commissioner Dr. Beverly Nash (via U.S. Mail)

Commissioner Freida Bass-Prieto (via U.S. Mail)

Joseph Alexander, Cooperative President

Kevin Forsthoefel, Cooperative Attorney

EXHIBIT F

CITY COMMISSION
Tuesday, January 14, 2025
6:10 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, January 14, 2025, with **Mayor Angela G. Sapp** opening the meeting up and the following Commissioners present:

Mayor Angela G. Sapp
Mayor Pro-Tem Ronte R. Harris
Commissioner Dr. Robin Wood
Commissioner Freida Bass-Prieto
Commissioner Dr. Beverly A. Nash

City Staff and Guests:

Robert Nixon, City Manager
Gary A. Roberts, City Attorney
Janice Shackelford, City Clerk
Carlos Hill, Chief of Police
Glendon Robinson, Assistant Chief of Police
Georgette Daniels, Finance Director
Reginald Bell, Public Works Director
Anthony Baker, Fire Chief
Richard Ash, Utilities Director
DeCody Fagg, Parks and Recreation Director
Stephen Gauss, IT Contractor
Jim Southerland Sr., WQTN-13 Administrator

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 Sapp called the Regular Commission meeting to order at 6:10 pm. Sylvester Robinson provided an invocation followed by the pledge of allegiance. Mayor Sapp requested a roll call.

Approval of Agenda

Mayor Pro-Tem Harris offered a motion to approve the agenda.

Commissioner Bass-Prieto seconded the motion.

Commissioner	Vote
Mayor Sapp	Yes

Mayor Pro-Tem Harris	Yes
Commissioner Wood	Yes
Commissioner Bass-Prieto	Yes
Commissioner Nash	Yes

The Motion Carried 5 to 0.

Proclamations

1. Mayor’s Proclamation Honoring the birthday of Dr. Martin Luther King Jr.
 - Angela G. Sapp, Mayor

Summary of the Presentation

Mayor Pro-Tem Harris read the mayor’s proclamation honoring the birthday of Dr. Martin Luther King Jr and how he devoted his life to advancing equality, social justice, and opportunity for all, and challenged all people to participate in the never-ending work of building a more perfect union.

Mayor Pro-Tem Harris stated that Dr. King’s legacy included such landmark United States Federal laws as the Civil Rights Act of 1964, the Voting Rights Act of 1965, and the Fair Housing Act of 1968 and created a framework to ensure equality and advance justice.

Mayor Pro-Tem Harris stated that Dr. Martin Luther King Jr birthday should be remembered as a day to seek inspiration for personal action by honoring his legacy by observing this United States Federal Holiday to celebrate, educate, advocate and serve.

Special Presentations

2. Gadsden County Men of Action Toys for Tots Presentation
 - Sam Palmer, Coordinator
3. 2025 Black History Parade
 - Cynthia Davis Holloway

Summary of the Presentations

Agenda #2

Mr. Palmer thanked the Mayor Pro-Tem Harris for his continuous support with the toys for tots’ campaign.

Mr. Palmer also thanked the entire commission for its donation to toys for tots.

Mr. Palmer stated that the city’s support allowed them to purchase additional toys.

Mr. Palmer presented the commission with a certificate from the US Marine Corps.

Agenda #3

Mrs. Holloway stated that the Black History Parade is scheduled for February 22, 2025.

Mrs. Holloway stated that the line-up begins at 10 am and the parade starts at 11 am.

Mrs. Holloway stated that the parade will go down highway 90.

Mrs. Holloway stated that FAMU Marching 100 will be in attendance.

Mayor Pro-Tem questioned if the city would continue to pay for the police and clean-up.

City Manager Nixon stated that the city would continue supporting.

Mrs. Holloway stated that there will be a festival on the square.

Items for Consent by the Commission

4. Approval of the Regular City Commission Meeting Minutes of November 26, 2024
 - Janice Shackelford, City Clerk
5. Approval of the Regular City Commission Meeting Minutes of December 10, 2024
 - Janice Shackelford, City Clerk
6. Approval of the Special City Commission Meeting Minutes of December 17, 2024
 - Janice Shackelford, City Clerk
7. Approval of the Evaluations for the city manager, city clerk and city attorney
 - Angela G. Sapp, Mayor
8. Approval of September 2024 Financial Report
 - Robert Nixon, City Manager
 - Georgette Daniels, Finance Director
9. Approval of October 2024 Financial Report
 - Robert Nixon, City Manager
 - Georgette Daniels, Finance Director

Summary of the Discussion of the Commission

Mayor Sapp requested to pull agenda item 7.

Commissioner Wood requested to pull agenda item 9.

Commissioner Bass-Prieto noted corrections to the minutes provided by the city clerk.

Mayor Pro-Tem offered a motion to approve the items for consent by the commission pulling items 7 and 9 for corrections and accept the corrections to the minutes.

Commissioner Bass-Prieto seconded the motion.

Commissioner	Vote
Mayor Sapp	Yes
Mayor Pro-Tem Harris	Yes
Commissioner Wood	Yes
Commissioner Bass-Prieto	Yes
Commissioner Nash	Yes

The Motion Carried 5 to 0.

COMMENTS FROM THE AUDIENCE

Melissa Ryals Cessna, 1643 Florida Ave, Quincy, FL 32351, made the following comments.

- Stated that on December 22 there was a shooting and she called the police department, Ms. Janice, Commissioner Wood who calmed her down and Commissioner Bass-Prieto and was not happy speaking to her.
- Stated that she was shaking because of the shooting.
- Stated that the police officers came out and picked up the shell casings.
- Stated that her neighborhood car got shot up and appeared visually shaking and wants to move.
- Stated that she saw on Facebook that crime is going down and it's not.
- Stated that she has cameras and her neighbor is afraid of being shot through her door as well as others living in the neighborhood.
- Stated that she will be back and tired of excuses.

Mayor Sapp stated that gun violence is rising nationally.

Mayor Sapp stated that her daughter's car was shot up when and she was in the right place.

Mayor Sapp stated that she is brothered by what's going on in neighborhoods.

Mayor Sapp stated that she trusts law enforcement.

Michael Clary, 1004 Brumby Street, Quincy, FL,32351, made the following comments.

- Commended Mayor Sapp on the positive changes he sees in District 2.
- Stated that he was always mindful when he was a commissioner on sharing information.
- Stated that a commissioner must use discretion and integrity and not bring panic and fear to the dais or to use citizens to undermine the duties of the city manager and city clerk and not allowing them to response.

- Stated that the during the last meeting he brought before the dais about the behavior of a certain commissioner.
- Stated that he does not want to see a repeat of 2024 in 2025.
- Stated that he wonders if those same people will apologize for spreading lies about the city manager.

Derrick Elias, PO Box 2171, Quincy, FL, 32351 made the following comments.

- Stated that there are many things going on in the city.
- Stated that there is nothing on the agenda to address the issues.
- Stated that the only time the commission can discuss items is in an open forum.
- Stated that at least three of the commissioners provided their experience in receiving public records request as stated in discussion by the city commission.
- Stated that he requested information on pertaining to Ordinance 1152-2024 through a public records request.
- Stated that he was told that the information could not be provided due to a scrivener's error.
- Requested an explanation on how the error occurred.
- Stated that request for public records needs to be addressed immediately.
- Requested an explanation on how a public records request that could be provided in two or three stokes cost over two thousand dollars.
- Stated that the record custodian is teetering on first degree misdemeanor charges.
- Stated that on South Adams Street the manhole cover is still running water.
- Questioned what has been accomplished in the first quarter.
- Stated that the commission decided during the budget hearing that an additional code enforcement officer was not needed even though he requested one, because of the amount of violators seen around town.
- Stated that there is a breakdown somewhere.
- Stated that he meter was read today and expects his utilities bill to be higher.
- Stated that it is not the citizen's fault.
- Stated that he sees nothing on the agenda to address the shootings.
- Stated that the citizens have expectations of the commission.
- Stated that the seats are not comfortable right now.
- Stated that if you're not going to do any better get your hat and coat and leave.

Clarence Tennell, 722 W. King Street, Quincy, FL, 32351 made the following comments.

- Stated that the safety in the city is a concern.
- Recommended adding an ½ cent sales tax to aid the police department.
- Stated that the sheriff department and QPD should help each other out.

Mayor Sapp reminded everyone that during the last election there was a ½ cent sale tax on the ballot for education that was voted down.

Mayor Sapp stated that the commission is addressing policies.

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

Resolution

None

Reports, Requests, and Communications by the City Manager

10. Approval of Municipal Elections Agreement
 - Gary A. Roberts, City Attorney
 - Janice Shackelford, City Clerk
11. Construction of New Stone’s Home Center
 - Robert Nixon, City Manager
12. Approval of the Florida Division of Emergency Management FEMA Public Assistance Grant Agreement #Z4905 for Hurricane Helene (DR2848)
 - Robert Nixon, City Manager
 - Georgette Daniels, Finance Director
13. Approval of Development Order for Glenland Corporation
 - Robert Nixon, City Manager
14. Old Business
 - Resolution 1476-2024, Restatement of City of Quincy Retirement Savings Plan
 - Robert Nixon, City Manager

**Summary of the Presentation and Discussion by Staff and the Commission
Agenda #10**

City Attorney Roberts stated that elections are coming up in April and would like the supervisor of elections to continue being responsible for the city’s municipal elections under option three.

Mayor Pro-Tem Harris offered a motion to approve option three.

Commissioner Wood seconded the motion.

Commissioner Bass-Prieto questioned if the change of location is allowed by charter.

Mayor Pro-Tem Harris stated that in a previous election voting took place at the recreation center because it was convenient for district five voters.

Mayor Pro-Tem Harris stated that he would like to see the elections move back to city hall.

City Clerk Shackelford stated that the move to safeguard voters coming to vote and not be harassed by campaigners.

City Clerk Shackelford stated that it is hard to control people coming in and out of city hall because we're open for business.

City Clerk Shackelford stated that parking is another concern and that when city hall is open for business parking out front should be reserved for voters.

Mayor Pro-Tem Harris stated that the commission can vote to close city hall on election day.

Commissioner Bass-Prieto questioned if early voting was a part of the city's charter.

Commissioner Bass-Prieto stated that absentee ballots were used in place of early voting.

Mayor Sapp stated that we do not want to disenfranchise anyone from voting.

City Clerk Shackelford stated that in conversations with the supervisor of elections one week of early voting would be sufficient.

Commissioner Wood stated that voters should not be disenfranchise.

Commissioner Bass-Prieto requested a cost for early voting.

City Clerk Shackelford stated that early voting would be held at the supervisor of the elections office.

Mayor Sapp requested that the city clerk change the polling place to city hall and bring back the agenda item.

Agenda #11

City Manager Nixon stated the proposed annexation satisfied the State of Florida's three requirements for voluntary annexation as outlined in Section 171.044, Florida Statutes (FS). Subsequently, the City Commission approved both the annexation and the rezoning of the property.

City Manager Nixon stated that Stone's is now prepared to begin construction of a new Home Center facility located on West Jefferson directly across from Piggly Wiggly.

Commissioner Bass-Prieto stated that there are no initials on the Development Review Application.

Building and Planning Consultant Charles Hayes stated that the it can be initial tonight before the commission votes.

Mayor Pro-Tem Harris offered a motion to approve option one the development application and proposed plans and drawings.

Commissioner Bass-Prieto seconded the motion.

Commissioner	Vote
Mayor Sapp	Yes
Mayor Pro-Tem Harris	Yes
Commissioner Wood	Yes
Commissioner Bass-Prieto	Yes
Commissioner Nash	Yes

The Motion Carried 5 to 0.

Agenda #12

Sr. Accountant Amanda Matthews stated that this request is to approve the Florida Division of Emergency Management Federal Emergency Management Agency Public Assistance Grant Agreement #Z4905 for Hurricane Helene (DR2848) and authorize the mayor to sign the subgrant agreement and all other documentation regarding this request.

Sr. Accountant Amanda Matthews stated that Hurricane Helene did make landfall in the City of Quincy.

Sr. Accountant Amanda Matthews stated that the reimbursement could be up to \$50,000.

Sr. Accountant Amanda Matthews stated that finance is still calculating the costs of the preparations for each department.

Commissioner Bass-Prieto questioned if the commission was comfortable in executing what is being asked in the contract.

Sr. Accountant Amanda Matthews stated that finance is working with federal agencies to complete this packet.

Mayor Sapp offered a motion to approve the State Division of Emergency Management FEMA Public Assistance Grant Agreement #Z4905 for Hurricane Helene and authorize her to sign the subgrant agreement and all other documentation regarding this request.

Mayor Pro-Tem Harris seconded the motion.

Commissioner	Vote
Mayor Sapp	Yes
Mayor Pro-Tem Harris	Yes
Commissioner Wood	Yes
Commissioner Bass-Prieto	Yes
Commissioner Nash	Yes

The Motion Carried 5 to 0.

Agenda # 13

Building and Planning Consultant Charles Hayes stated that last month Glenland Corporation met with the commission to discuss annexation of properties located off Ben Bostick Road.

Building and Planning Consultant Charles Hayes stated that the city commission approved the annexation but did not approve the rezoning of the property.

Building and Planning Consultant Charles Hayes stated that the developer and city attorney drafted a two development orders with different zoning designations.

Building and Planning Consultant Charles Hayes stated that

1. 6.4 Acre Parcel:

- Proposed zoning: R-3 (Multi-Family Residential)
- Location: Barrack Obama Boulevard, adjacent to existing multi-family housing units.

2. 64-Acre Parcel:

- Proposed zoning: R-1 (Single-Family Residential)
- Lot size: No less than 0.2 acres as per the Development Order; however, the attached site plan reflects lots of at least 0.5 acres in size.

City Manager Nixon stated that Talquin Electric is aware that this property will be annexed into the city.

City Manager Nixon stated that the territorial agreement is expired and that he met with the city attorney as well as the utilities director to aggressively ensure that the city provides utilities services for this development.

Mayor Sapp offered a motion to approve the development orders and authorize staff to advertise the rezoning of the annexed properties.

Mayor Pro-Tem Harris seconded the motion.

Commissioner	Vote
Mayor Sapp	Yes
Mayor Pro-Tem Harris	Yes
Commissioner Wood	Yes
Commissioner Bass-Prieto	Yes
Commissioner Nash	Yes

The Motion Carried 5 to 0.

Agenda #14

City Manager Nixon stated that he is bringing back this item of old business for commission direction.

City Manager Nixon reminded the commission that Resolution 1476-2024, Restatement of City of Quincy Retirement Savings Plan was workshopped to allow the commission an opportunity to ask questions from the representative.

City Manager Nixon stated that it is his understanding historically that the city has allowed employees to pull from this plan based on the number of years vested.

City Manager Nixon stated that the language in the resolution is consistent with what the city has done historically.

City Manager Nixon stated that if the city elects to change its policy there will be a fiscal impact involved.

Mayor Pro-Tem Harris stated that he has a problem with the city not following the language in the agreement.

Mayor Pro-Tem Harris stated that the city should stay consistent with the language in the policy.

City Manager Nixon stated that a new employee of the firm found the discrepancies.

City Manager Nixon stated that the firm believed that the city's intent was being honored.

Mayor Pro-Tem Harris requested the historical background on the retirement savings plan.

City Manager Nixon stated that he would research the historical background and that the city's policy was not properly enforced.

Commissioner Bass-Prieto stated that here are several options in the retirement savings plan and would like someone with the retirement savings plan to explain the options.

Commissioner Bass-Prieto noted that if an employee leaves the city and returns that they could be 100% invested, which is not fair to an employee working with the city for 2-3 years.

Commissioner Bass-Prieto stated that she would like to know about the common practices.

Commissioner Wood stated that whatever is written in the policy should be followed.

Commissioner Wood stated that the policy exists to protect the City of Quincy.

Mayor Sapp stated that this agenda item will be tabled until a representative is available to speak.

Reports by Boards and Committees

None

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

Summary of the Presentation and Discussion by Staff and the Commission

Comments

City Manager, Robert Nixon

- Thank you to everyone that is involved with the new calendar year.
- Announced a public workshop on Wednesday, January 15, 2025 beginning at 5:30 pm in the chambers on social media policy and public records request policy.
- Announced that the city will be closed in observance of MLK Day on Monday, January 20, 2025 and reopened on Tuesday, January 21, 2025.
- Announced that the city has partnered with the National Hook-up of Black Women Inc, Gadsden County Chapter to host the annual unity breakfast to honor the life and dream of Dr. Martin Luther King Jr. on Monday, January 20, 2025 beginning at 8am in Quincy Recreation Center.
- Announced that the city received the following monies from the Capital Trust Authority, \$14,820.00, \$26,882.00, \$18,026.00, \$9,022.00, \$5,000.00.
- Stated that the city's investments is making an sufficient impact on monies received to the City of Quincy.
- Thanked the Quincy Police Department for the hard work being done and partnerships with different agencies and Chief Hill leadership for being able to collaborate with these agencies to help solve crimes in our area.
- Pleaded to adults to secure their guns properly to avoid it landing in the hands of an irresponsible youth.
- Stated that social media has become a platform for bad behavior.
- Stated that parents must be proactive and educate their children on the danger of gangs, and gun violence.
- Stated that this campaign is a community effort and will take all of us together.
- Stated that he is encouraged with QPD's leadership.
- Thank you to the commission's leadership.
- Stated that we should do our very best to make sure we are not interfering with police investigations.
- Called upon citizens to say something if you see something.

City Clerk, Janice Shackelford

- No comments.

City Attorney Gary Roberts

- No comments.

Commission

Commissioner Nash

- Stated that she is very concerned with the community, city finance, crime and public safety.

- Stated that she believes citizens to matter.
- Submitted for the record emails to the city commission she emailed to the city manager and city attorney regarding crime and public safety.
- Stated that she was told that the shop with a cop may have run short of money and some children did not receive a gift.

Chief Hill stated that shop with a cop did not run short.

Chief Hill stated that three commissioners were present during the shop with a cop activity.

Chief Hill stated that every child got what they wanted.

Chief Hill stated that 37 children participated.

- Thank you to the city manager for the areas report and hope to receive other information requested soon.

Commissioner Bass-Prieto

- Stated that she has a wonderful time at the shop with a cop event.
- Stated that she was overwhelmed with joy that a little girl tugged on her to thank her for talking to her at the shop with a cop event.
- Stated that we should talk with children more often.
- Thank you to Chief Hill and Officer Smiley for their interaction with the children.
- Stated how respectful the children were.
- Thank you to all the police officers attending the shop with a cop event.
- Thank you to staff for putting together a wonderful Christmas Parade.
- Requested to move forward on the strategic plan and FLUM map.
- Stated that she would like to look at the rates and fees on litter.
- Stated that the litter is getting unbearable.
- Stated that we need an ordinance on condos and affordable housing.
- Stated that it will take the whole community to curb gun violence.
- Urged parents, guardians, and adults to talk with children.
- Stated that it's the mind set of our youth.
- Stated that the number of larcenies has decreased in her community due to people locking their cars.
- Stated not to leave your guns in your cars.
- Wished the nice lady in Mobile to have a nice evening.

Commissioner Wood

- Wished everyone a happy new year.
- Stated that even though the new year is here we have a situation of gun violence.
- Stated how dishearten it is to sit in the living room of a family who has lost a loved one to gun violence. Stated that there are no words to say to a family.
- Stated that enough is enough.
- Stated that public safety should be at the forefront. Stated that gun violence is nationwide.

- Stated that guns have become more assessable.
- Stated that she hoped to address the crime report.
- Stated that she has spoken to the city manager and the chief of police.
- Requested that a town hall meeting is set up with citizens to address the shootings.
- Stated that a lot of shootings have been in district one.
- Stated that all boots should be on the ground, out of the cars and walking the streets.
- Stated that citizens don't want to see police officers riding around.
- Stated that the police officers were very pleasant at the shop with a cop event.
- Urged the police officers to build a trust relationship with the community.
- Stated that one parent told her that she doesn't allow her children to play outdoors because of the gun violence.
- Stated that there are recommendations.
- Stated that she appreciates all the chief of police is doing.
- Stated to inform the city commission when the police department is holding a press conference so that can attend for support.
- Stated that she has asked for Apalachee Regional Planning Council deliverables.

City Manager Nixon stated that the planning council is not being paid and that he had requested them to participate in the strategic planning process.

- Stated that she would like to see the charter and ordinances place in a workshop.
- Requested the status of the attorney general's opinion from the city attorney.

City Attorney Gary Roberts stated that with the approval of the minutes this evening, the packet will be sent off to the attorney general's office tomorrow.

- Requested an update from code enforcement.
- Stated that there have been so many requests made, that it seems are never brought up again.
- Would like to see the phone bills and employees who received premium pay.
- Thanked Mr. Palmer for organizing toys for tots.
- Thanked Chief Hill for the shop with a cop event, it was enjoyable.
- Thank you to staff for making the Christmas parade successful.
- Ended with this quote: "The ultimate measure of a man is not where he stands in moments of comfort and convenience, but where he stands at times of challenge and controversy", by Dr. Martin Luther King, Jr.
- Stated that we cannot work separately to save our city.

Mayor Pro-Tem Harris

- Stated that the gulf breeze project has been doing well. Stated that he would like to see the revenue reflected in the budget.
- Stated that the city's charter allows commissioners to place items on the agenda.

- Stated that he has been on the city commission since 2018 and this is the third time he has seen a increase in gun violence.
- Stated that we have been here before and that the commission allocated \$100,000 towards gun violence.
- Stated that some people are using the gun violence for political gain.
- Stated that he will support Chief Hill the same way he supported Sapp, Mixon and Chief Ashley.
- Stated that there is no way he could beat up on the men and women paid to protect us.
- Stated that this is a holistic conversation that is needed in the community.
- Stated that it doesn't matter who the chief of police is, the city had increased violence before.
- Stated that he likes the idea of bringing the community together.
- Stated that parents have got to be parents.
- Stated that the mind set in Gadsden county must change. Voters voted against an ½ cent sales tax to help our children.
- Stated that he requested the city clerk to provide each commissioner with a copy of the adopted budget.
- Urged his colleagues to grab the budget and began looking at what can be cut to add more police officers on the streets.
- Stated that anger should be redirected in the right way.

Mayor Sapp

- Asked that citizens be patient when lines break.
- Stated that the records request will be addressed.
- Stated that thanks to the police department, children can walk and play outside.
- Stated that it was not always like that until the community came together.

The adjournment was motioned by Commissioner Bass-Prieto and seconded by Commissioner Wood at 8:13pm.

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, City Clerk

APPROVED:

Angela G. Sapp, Mayor, and
 Presiding Officer of the City
 Commission and of the City of
 Quincy, Florida

ATTEST:

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

EXHIBIT G

