

TOWN OF CINCO BAYOU, FL
REGULAR COUNCIL MEETING MINUTES
NOVEMBER 9, 1995

Mayor Laginess called the meeting to order at 6:05 p.m., this date. Following the pledge of allegiance to the flag and silent prayer, roll call was taken. _

Present: Councilman Broxson
Councilwoman Chamberlain
Councilman Skelly
Mayor Laginess

Absent: Councilwoman Leach
Councilman Kendrick

Also Present: Manager Bell Secretary Payne
Attorney McInnis Engineer King

REGULAR BUSINESS

1. APPROVE MINUTES - Councilwoman Chamberlain made a motion to approve the minutes of October 12, 1995. The motion was seconded by Councilman Broxson and passed unanimously.
2. FINANCIAL REPORT for October, 1995 - The financial Report for October, 1995 was not complete.
3. Continuing Contract for Professional Tree Service. After the Town Manager gave a brief description of the Fritz bid proposal Councilwoman Chamberlain made a motion to reject the bid, re-advertise and call for more bids. After a second by Councilman Broxson the Mayor called for a roll call vote with Councilman Broxson and Councilwoman Chamberlain voted yes and Councilman Skelly voted no. The motion, passed 2 to 1.
4. Councilmembers reports - None
5. THE MAYOR OPENED THE MEETING TO PUBLIC REQUESTS AND ANNOUNCED A THREE MINUTE ALLOCATION PER PRESENTER.
6. Mr. Frey expressed interest in hearing the Manager's report on the boat ramp issue before making any further comments.
7. The Manager reported that there had been no complaints from residents concerning the debris around Town following Hurricane Opal cleanup efforts. Also, he had 22 meetings with FEMA and had filed insurance claims for the Town Hall damage. Manager Bell also requested from Council how they wanted him to proceed with the Boat Ramp issue. Councilwoman Chamberlain made a motion to drop the feasibility study because of the money the Town would lose if the Boat Ramp was closed. The motion was seconded by Councilman Broxson.

The Mayor Called for public discussion.

Councilman Skelly voiced his concerns on the Boat Ramp issue and asked if there could not be more patrolling of that area. The Manager said he would keep the Council informed on information obtained from various agencies.

Mr. Frey addressed the Council and asked if signs could be posted warning boater to reduce speed and let them know what the rules are. Manager Bell informed him that signs are on order and he is pursuing all avenues concerning the Boat Ramp. Councilwoman Chamberlain then made a motion to remove the feasibility study, the motion was seconded by Councilman Broxson. The Mayor called for a roll call vote with Councilwoman Chamberlain and Councilman Broxson voting yes and Councilman Skelly voting no. The motion passed 2 to 1.

8. Mayor Laginess then called the Council's attention to the American Security contract and said the Town could not afford the service for the amount of money they are being paid which is \$1,350.00 a month. Mayor Laginess asked the Council to act on this contract. Councilwoman Chamberlain made a motion to discontinue this contract when it expires January 31, 1996, Councilman Broxson seconded the motion.

Mayor Laginess called for discussion.

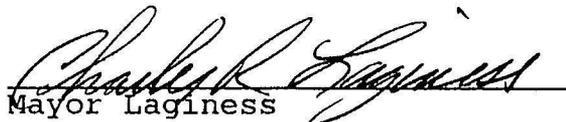
Councilman Skelly voiced his concerns and said they should wait before voting so other Councilmembers could be present to vote on this issue. After a short discussion Mayor Laginess called for a roll call vote with Councilwoman Chamberlain and Councilman Broxson voting yes and Councilman Skelly voting no. The motion carried 2 to 1.

Mayor Laginess asked the Engineer King about the drainage on Opp Blvd. and asked if any thing was going to be done with the \$2,500.00 in last year's budget for that issue. Councilwoman Chamberlain made a motion to direct the Engineer to proceed with the issue. The motion was seconded by Councilman Broxson and passed unanimously.

Mayor Laginess called for discussion.

Councilman Skelly asked if the motion could be amended to specify the \$2,500.00 for the Opp Blvd. project. Councilwoman Chamberlain made the motion to amend with a second by Councilman Skelly the motion was unanimously approve.

There being no further business the meeting was adjourned at 6:35 P.M.


Mayor Laginess

Attest:


Town Manager/Clerk

THE TOWN OF CINCO BAYOU, FLORIDA

REQUEST FOR PROPOSALS

CONTINUING CONTRACT FOR PROFESSIONAL TREE SERVICE

**The Town of Cinco Bayou, Florida
10 Yacht Club Drive
Fort Walton Beach, FL 32548**

September 19, 1995

A.

PUBLIC NOTICE
THE TOWN OF CINCO BAYOU, FLORIDA
PUBLIC ANNOUNCEMENT FOR
PROFESSIONAL TREE SERVICES

1. The TOWN OF CINCO BAYOU, FLORIDA will consider the selection of a professional tree service for the providing of services to the township under an annual continuing contract with a renewal provision for four additional one-year terms. Services shall include on a routine and/or emergency basis, as a minimum, tree trimming, tree and stump removal, and removal of all debris from such services.

2. Business entities interested in providing professional tree services to the Town of Cinco Bayou are hereby notified of the requirement to submit sealed proposals for such services to be received no later than 2:00 p.m. CST, October 12, 1995 at the Town Hall, 10 Yacht Club Drive, Fort Walton Beach, Florida 32548. Late responses will not be accepted or considered.

3. Instructions for submission requirements and completion of responses may be obtained free of charge at the Cinco Bayou Town Hall, 10 Yacht Club Drive, Fort Walton Beach, Florida. Phone: (904) 244-2712.

4. The Town of Cinco Bayou, Florida reserves the right to reject any one or all of the proposals, to waive any informality in any such submissions, and to select and negotiate a contract with a proposer in the best interest of the Town of Cinco Bayou, Florida. Additionally, the Town of Cinco Bayou reserves the right, in its sole discretion, to cancel this Request for Proposals and/or its review of submissions when it determines such action is in the best interest of the Town of Cinco Bayou.

5. Requests for Proposals offered must be valid for a period of sixty (60) days from the submission deadline.

CHARLES R. LAGINESS
MAYOR

B. SUBMISSION REQUIREMENTS:

1. Written proposals (including 7 copies) must be submitted in a sealed package clearly marked as "Response to Request for Proposals for Continuing Contract for Professional Tree Service".

2. Proposals should be submitted to:

Charles R. Laginess
Mayor
Town of Cinco Bayou
10 Yacht Club Drive
Fort Walton Beach, FL 32548

3. All proposals must be received by 2:00 p.m., CST, on October 12, 1995 at the Town of Cinco Bayou, Town Hall, 10 Yacht Club Drive, Fort Walton Beach, FL 32548.

C. ELIGIBILITY REQUIREMENTS OF PROPOSERS:

1. Proposer must hold an appropriate occupational license in Okaloosa County, Florida and be insured as required by the Town. Successful firm will be required to obtain, from the Town, an occupational license to do business within the Cinco Bayou Town limits at a cost of \$50.00.

2. Proposer or its owner/principal must have a minimum of three (3) years experience in the tree service field.

3. Proposer must have its principal place of business or a field office at which necessary tree service equipment and fulltime personnel are regularly maintained within Twenty-Five (25) miles of the Cinco Bayou, Florida town limits to permit rapid response, and be willing to respond twenty-four hours a day to meet emergency requirements.

D. PROPOSALS SHALL INCLUDE:

1. General information concerning the firm offering the proposal, to include principal place of business, availability for rapid response and method/means available for notification of the requirement to respond for service, staffing, and equipment available to meet service requests.

2. Description of the experience of the firm in providing professional tree services and references from at least three (3) previous customers (should include business or governmental agency customers if any).

3. Evidence of proper business license and appropriate insurance coverage for the firm. Insurance coverages must

include at a minimum, General Comprehensive Liability and Worker's Compensation as required by Florida law.

4. Disclosure as to any litigation or claims involving the firm, within the last five (5) years to include the disposition of same.

5. Provide a proposed fee schedule for services to be rendered. (Assumptions: assume the requirement to remove all debris as a part of the service provided; assume, further, the requirement for rapid response, during and after normal business hours, to meet the need for emergency services). Proposed fee schedule must include rates to be charged during each of the four optional one (1) year contract renewal terms (i.e. fee schedule must cover a five year period). Provide usual and customary contract forms with proposed fee schedule for consideration.

6. Indicate an agreement to enter into an annual continuing contract, with an annual renewal clause for four (4) additional one-year terms, and with the requirement for 24 hour rapid response to meet emergency requirements.

7. The Proposal must be signed by a duly authorized officer or the owner of the submitting firm.

8. Any costs of submitting proposals under this request shall be the responsibility of the submitting firm.

E. STATEMENT OF PROPOSAL EVALUATION:

1. Proposals will be opened and considered during the regularly scheduled public meeting of the Cinco Bayou Town Council on October 12, 1995.

2. The Town of Cinco Bayou will seek to negotiate a contract with the successful respondent. Failure to agree on contract terms will negate the respondent's selection by the Town Council.

3. A fully executed sworn statement concerning Public Entity Crimes (sample attached) is required by Florida Statutes, Section 287.133(3)(a) and will be required before a contract is executed.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Cinco Bayou, Florida by _____
_____ for _____
whose business address is _____
_____ and its Federal Employer Identification Number (FEIN)
is _____.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership of one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement, (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list, (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 19____.

Personally known _____

Notary Public

or Produced Identification _____

State of _____

(Type of Identification)

County of _____

My Commission Expires:



FRITZ

Tree Service, Inc.

498 Carmel Drive, Fort Walton Beach, FL 32547 (904) 862-0504 Fax: 862-6835

PROPOSAL FOR PROFESSIONAL TREE CARE SERVICES

PRESENTED TO

THE TOWN OF CINCO BAYOU, FLORIDA

OCTOBER 12, 1995

GENERAL OVERVIEW

1. **COMPANY HISTORY & CREDENTIALS**
2. **AVAILABLE STAFFING SERVICES**
3. **PROFESSIONAL REFERENCES**
4. **BUSINESS LICENSE**
5. **INSURANCE COVERAGE'S**
 - A. **WORKER'S COMPENSATION**
 - B. **GENERAL LIABILITY**
6. **LITIGATION DISCLOSURE STATEMENT**
7. **FEE SCHEDULE**
8. **AGREEMENT FOR CONTINUING SERVICES WITH AUTHORIZATION TO SUBMIT PROPOSAL.**



FRITZ

Tree Service, Inc.

498 Carmel Drive, Fort Walton Beach, FL 32547 (904) 862-0504 Fax: 862-6835

OUR COMPANY HISTORY

Fritz Tree Service, Inc. located at 498 Carmel Drive in Fort Walton Beach, FL. was founded in 1989 by Kenneth L. "Les" Fritz as a full service tree care provider for the Northwest Florida area. Fritz Tree Service was incorporated in 1992 as a Commercial Arborist Firm whose services include: guying & cabling, tree pruning, tree removal, deep-root tree feeding, diagnostic inspection and disease control, lightening protection, stump grinding, night lighting, tree loss evaluations and appraisals and lawn and shrub fertilization. We acquired a landscape and lawn maintenance company in 1995 who has provided local service to the Okaloosa and Walton County areas for the past twelve years, adding an additional 119 property sites to our customer management files. We are licensed and carry Worker's Compensation and General Liability insurance.

Our company President, Les Fritz is a Certified Arborist (# SO-0297) with fifteen years experience in the tree care industry. Fritz Tree Service, Inc. adheres to the pruning and safety standards of the National Arborist Association (NAA). All of our crew leaders are professionally trained using the NAA Professional Home Study Program. Fritz Tree Service, Inc. is a customer driven quality oriented organization. Through effective management techniques and ongoing training we provide the very best and most up-to-date tree removal and tree care services in our area. At Fritz Tree Service, Inc. we truly are "A Cut Above the Rest."

MISSION STATEMENT

We, the employees of Fritz Tree Service, Inc. are dedicated to providing superior customer service utilizing the most modern tree care techniques, equipment and training in the tree care industry to ensure our company goal of 100% customer satisfaction.

MEMBER ORGANIZATIONS

National Arborist Association
The International Society of Arboriculture
National Arbor Day Foundation

Better Business Bureau
Florida Urban Forestry Council
Greater FWB Area Chamber of Commerce

**Curriculum Vitae
Les Fritz
Certified Arborist # SO-0297**

Relevant Professional Experience:

1980 - 1985

Blume Tree Service, Inc. , Memphis, TN.

Foreman: Responsible for the daily activities of all crew members of this company regarding safety and production. Additional experience gained in utility line clearances.

1985 - 1992

United States Air Force, Hurlburt Field, FL.

Personnel Systems Manager: Responsible for management of personnel computer system and data analysis of base level computer systems.

1989 - Present

Fritz Tree Service, Inc. Fort Walton Beach, FL.

President/CEO: Managing all facets of a full service tree care and landscape maintenance company for residential, commercial and government clientele in the Northwest Florida area. Registered Certified Arborist duties also include appraisals, diagnosis and treatment of trees.

Professional Memberships:

**National Arborist Association
International Society of Arboriculture
National Arbor Day Foundation
Florida Urban Forestry Council
Better Business Bureau**

Professional Certifications:

International Society of Arboriculture
(Certified Arborist # SO-0297)

National Arborist Association
(Arborist Certification Program)

Education: **Okaloosa Walton Community College, Niceville, FL.**

Associates of Arts Degree: Approximately 45 semester hours completed towards degree.

Certified Arborist

International Society of Arboriculture

Kenneth Les Fritz

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an I.S.A. Certified Arborist



William P. Johnson
Executive Director
International Society of Arboriculture

SO-0297

December 31, 1996

Certificate Number

Expiration Date

AVAILABLE STAFFING SERVICES

FRITZ TREE SERVICE INC., CAN PROVIDE A TREE CREW CONSISTING OF AT LEAST FOUR (4) TREE CREW PERSONNEL, ONE (1) LARGE CHIPPER, ONE (1) STUMP MACHINE, ONE (1) LARGE DUMP TRUCK TO COLLECT DEBRIS AND ALL OTHER EQUIPMENT NECESSARY TO PERFORM THE TASKS OUTLINED IN THE PROFESSIONAL TREE SERVICES REQUEST ANNOUNCEMENT.

PROFESSIONAL REFERENCES:

HURLBURT FIELD CONTRACTING OFFICE
MRS. ANNE O'STEEN
DAOD-DE/HRFS
HURLBURT FIELD, FL. 32544-9280
(904) 884-1269

TOWN OF SHALIMAR
MRS. JEAN WILKINSON, TOWN CLERK
2 CHEROKEE ROAD
SHALIMAR, FL. 32579
(904) 651-5723

BRUNS & ASSOCIATES
MR. HANK BRUNS, LICENSED LANDSCAPE ARCHITECT
228 TROY STREET
FT. WALTON BEACH, FL. 32548
(904) 244-1774

SEASCAPE RESORTS
PAMELA M. BROWN
DIRECTOR OF GROUNDS
100 SEASCAPE DRIVE
DESTIN, FL. 32541
(904) 837-9181

OKALOOSA COUNTY, STATE OF FLORIDA ACCOUNT

1995-1996

OKALOOSA COUNTY OCCUPATIONAL LICENSE

EXPIRES 11069-0016673

SEPT. 30, 1996

FACILITIES OR MACHINES

ROOMS

SEATS

EMPLOYEES

1-10

SUPPLEMENTAL RENEWAL NEW LICENSE TRANSFER - ORIGINAL TAX

18.00

TYPE OF BUSINESS

11069 LANDSCAPING AND TREE SURGERY

BUSINESS ADDRESS

498 CARMEL DRIVE
FW - FORT WALTON BEACH

NAME MAILING ADDRESS

FRITZ TREE SERVICE
KENNETH L FRITZ
498 CARMEL DRIVE
FT WALTON BCH FL 32547

0010416

CHRIS HUGHES,
OKALOOSA COUNTY
54985.0001
DATE 9/28/95
Oper LAD
1111 106
Paid 18.00

AMOUNT PENALTY COLLECTION COST TOTAL

18.00

This license is in addition and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority.

CHRIS HUGHES
TAX COLLECTOR
OKALOOSA COUNTY, FLORIDA

CHRIS HUGHES, TAX COLLECTOR
151-C N EGLIN PKW FT WALTON BCH FL 32548

8 1001 879810690110000 0081000000 000000000

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
06/26/95

PRODUCER Jim Harris & Associates, Inc.
P.O. Box 2560
Fort Walton Beach FL 32549
(904) 864-4416

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

INSURED
Fritz Tree Service, Inc.
498 Carmel Drive
Fort Walton Beach FL 32547-
(904) 862-0504

COMPANIES AFFORDING COVERAGE	
COMPANY	A Lincoln Insurance Company
COMPANY	B Florida Workers' Compensation Fund
COMPANY	C
COMPANY	D

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	LGLA 113493-01	12/29/94	12/29/95	GENERAL AGGREGATE	\$100,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	sincl above
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$100,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$100,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
	EXCESS LIABILITY		/ /	/ /	AGGREGATE	\$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	739-02893	07/01/95	07/01/96	<input checked="" type="checkbox"/> STATUTORY LIMITS	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT	\$100,000
					DISEASE - POLICY LIMIT	\$500,000
					DISEASE - EACH EMPLOYEE	\$100,000
OTHER		/ /	/ /			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
This Certificate is issued to the insured as proof of insurance.

CERTIFICATE HOLDER
Fritz Tree Service, Inc.
498 Carmel Drive
Ft. Walton Beach FL 32547

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]
© ACORD CORPORATION 1993

LITIGATION DISCLOSURE STATEMENT

FRITZ TREE SERVICE, INC. HAS NOT BEEN INVOLVED IN ANY LITIGATION, CIVIL OR CRIMINAL NOR HAS HAD CLAIM BEEN BROUGHT AGAINST OUR COMPANY OVER THE PAST FIVE (5) CALENDAR YEARS OF OPERATION.

FEE SCHEDULE

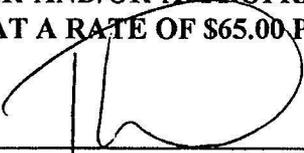
NORMAL BUSINESS HOURS: \$ 260.00
SATURDAY RATE: \$ 340.00
SUNDAYS AND HOLIDAYS: \$ 410.00

AN ESCALATION PROVISION IS HEREBY TENDERED AT A SIX PERCENT (6%) PER YEAR ALLOWABLE COST OF LIVING INCREASE TO THE RATES AS CITED ABOVE. THIS INCREASE WOULD COMMENCE AT THE SECOND CALENDAR YEAR OF THIS SELF-RENEWING AGREEMENT.

AGREEMENT FOR CONTINUING SERVICES

FRITZ TREE SERVICE, INC. AGREES TO ENTER INTO AN ANNUAL CONTINUING CONTRACT WITH A RENEWING CLAUSE FOR A PERIOD OF FOUR (4) ADDITIONAL ONE-YEAR TERMS.

WE ALSO PROPOSE TO CONTRACT HAZARDOUS TREE ASSESSMENTS PERFORMED ANNUALLY ON ALL CITY PROPERTY IN ACCORDANCE WITH N.A.A. STANDARDS. A WRITTEN REPORT WILL BE SUBMITTED TO CITY MANAGER AND/OR APPROPRIATE COUNCIL MEMBERS THIS SERVICE TO BE BILLED AT A RATE OF \$65.00 PER HOUR.



AUTHORIZED AGENT
FRITZ TREE SERVICE, INC.

10/11/95

DATE

AUTHORIZED AGENT
TOWN OF CINCO BAYOU

DATE

November 7, 1995

TO: Mayor and Councilmembers

SUBJECT: Communications to Cinco Bayou Businesses and Residents Re Storm Damage/Recovery

FROM: Elvin C. Bell, Town Manager



During the recovery period immediately following Hurricane Opal, your staff hand-delivered to each business and residence in the Town a three page hand-out that listed important information for filing insurance and/or FEMA claims.

Subsequently, we also mailed to each business/resident an informational letter regarding our schedule of storm debris pick-up and removal.

In addition, we personally visited and talked with many of our residents during the recovery process and assisted them with individual concerns/problems.

These forms of communication were deemed helpful by many. As a result of these efforts, your staff has received no complaints, to date, from our residents or businesses.

To assist the Mayor and Councilmembers in responding to any constituent concern or question that may arise, attached is a five-page information sheet for your future use.

Further, your staff has started a master file for disaster preparedness.

FEMA DISASTER HOUSING PROGRAM FACT SHEET

The purpose of the FEMA Disaster Housing Program is to provide assistance to enable your household to address your disaster-related housing needs. This fact sheet outlines the various forms of assistance available and explains the general conditions and limitations of FEMA assistance.

IF YOU HAVE ANY QUESTIONS,
PLEASE CALL THE FEMA DISASTER HELPLINE AT 1-800-525-0321
Hearing/speech impaired, please call TDD 1-800-660-8005

.....

FORMS OF FEMA DISASTER HOUSING ASSISTANCE

1. TRANSIENT ACCOMMODATIONS REIMBURSEMENT: a check to reimburse you for the cost of short-term lodging, such as hotel rooms, incurred due to damage to your home or an official evacuation announcement. Expenditures for food, transportation, telephone, separately billed utilities, and other services are not eligible for reimbursement.

Conditions of eligibility:

- your home must be in the declared disaster area, and
- you must provide paid receipts for transient accommodations expenses.

2. HOME REPAIR ASSISTANCE: a check to restore your home to a livable condition. The amount of the check is based on structural damage, as determined by a FEMA inspection.

Conditions of eligibility:

- you must provide proof of ownership and occupancy at the time of the disaster, and
- the damage which has caused your home to be unlivable must be disaster-related, and
- the total estimated repair costs may not exceed FEMA's maximum allowable award for repairs.

3. RENTAL ASSISTANCE: a check to rent a place for your pre-disaster household to live. The amount of this check is based on established fair market rent in your area. If you have difficulty finding a place to live, FEMA may provide a listing of available rental properties in your area.

Conditions of eligibility:

- you must provide proof of occupancy at the time of the disaster, and
- your displacement from your home must have been caused by the disaster.

(NOTE: FEMA may provide a mobile home or travel trailer in place of Rental Assistance if FEMA determines that there are insufficient available rental units to meet demand or that the household needs to remain near the damaged home. The same conditions of eligibility apply.)

4. MORTGAGE AND RENTAL ASSISTANCE (MRA): a check to pay your rent or mortgage.

Conditions of eligibility:

- you must be living in the house you lived in before the disaster and prove occupancy, and
- you must have documented disaster-related financial hardship (lost employment or business income) which can be confirmed by FEMA, and
- you must be unable to make your housing payment due to the disaster and have received formal written notice that foreclosure or eviction proceedings have been initiated.

REFERRAL TO OTHER HOUSING PROGRAMS: A referral to other Government agencies for housing assistance, such as residence in Government owned housing or financial assistance from specialized programs. Additional conditions of eligibility may apply.

CONDITIONS & LIMITATIONS OF FEMA ASSISTANCE

1. Non-discrimination. All forms of FEMA disaster housing assistance are available to any affected household that meets the conditions of eligibility. No Federal entity or official (or their agent) may discriminate against any individual on the basis of race, color, religion, sex, age, national origin, disability, or economic status. Anyone who feels he/she has been discriminated against should contact the Federal Coordinating Officer or the State Coordinating Officer.

2. Lawful Presence. All recipients of FEMA disaster housing assistance must be lawfully present in the United States and its territories. You must sign a declaration stating that you are lawfully present to be considered for assistance.

3. Household Composition. People living together in one residence before the disaster are expected to continue to live together after the disaster. Generally, assistance is provided to the pre-disaster household as a unit. If, however, the assistance provided to the household is not shared with you, or if the new residence is too small or causes you undue hardship, you may appeal for assistance separate from your pre-disaster household.

4. Disaster Housing Assistance Checks. Any assistance provided in the form of a check must be used for disaster-related housing purposes only; short-term lodging, rent or mortgage payments, or for essential home repairs. All money provided by FEMA is tax-free.

5. One Form of Assistance Only. In general, only one form of assistance may be provided per household, except when reimbursement for short-term lodging costs is also awarded. FEMA will determine which form of assistance is most appropriate.

6. Documentation. It is your responsibility to provide all documentation necessary for FEMA to evaluate your eligibility. You should keep all receipts and records for any housing expenses incurred as a result of the disaster. This includes hotel bills, receipts for repair supplies and labor, and rent payments. You may also need to provide proof of occupancy, ownership, income loss, and/or information concerning your housing situation prior to the disaster.

7. Insurance. If you have insurance, any assistance provided by FEMA should be considered an advance and must be repaid to FEMA when you receive the insurance settlement payment. If your coverage is insufficient to meet your disaster housing needs, you may qualify for funds to supplement the insurance settlement.

8. Duration of Assistance. Home Repair Assistance is provided as a one-time payment. Rental Assistance (or a mobile home/travel trailer) is provided for an initial period of 1-3 months. Initial MRA is based on your housing payment delinquency since the disaster. You must demonstrate an ongoing disaster-related need to receive continued assistance, generally provided to cover 2 or 3 months at a time. The maximum period for disaster housing assistance is 18 months.

9. Appeal Rights. If you disagree with FEMA's determination of eligibility or the forms of assistance provided, you have the right to appeal or to request a change within 60 days of receiving notification. Send appeal letters to: Appeals Officer, FEMA-NPSC, 19844 Blue Ridge Mountain Road, Building 712, Bluemont, VA 22012. Telephone 1-800-525-0321 or TDD 1-800-660-8005.

PROGRAMS HELP FLORIDIANS ON ROAD TO RECOVERY

The Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (DEM) administer a number of disaster assistance programs and coordinate the efforts of many other federal, state, local and volunteer agencies to help people through the recovery process.

Individuals and business owners who suffered losses because of Hurricane Opal and who are located in Bay, Escambia, Gulf, Holmes, Lee, Okaloosa, Santa Rosa, Walton or Washington counties, may be eligible for assistance. Call 1-800-462-9029; (TDD 1-800-462-7585).



DISASTER HOUSING ASSISTANCE: Help to renters and homeowners whose primary residences were damaged or destroyed, or who face displacement from their homes.

INDIVIDUAL AND FAMILY GRANT PROGRAM: Grants to meet disaster-related serious needs or necessary expenses not covered by other assistance programs or insurance. Nationally, the average amount awarded is \$2,500, with the maximum allowable being \$12,900.

DISASTER UNEMPLOYMENT ASSISTANCE: Weekly benefits to those out of work due to the disaster, including self-employed persons, farm/ranch owners and others not covered by regular unemployment. Apply at local unemployment offices.

HOME/PERSONAL PROPERTY DISASTER LOANS: Available through the Small Business Administration (SBA) to qualified home owners/renters for restoring or replacing underinsured or uninsured disaster-damaged real and personal property.

BUSINESS DISASTER LOANS: Available through the SBA for up to \$1.5 million to large and small businesses and non-profit organizations to repair or replace destroyed or damaged facilities, inventory, equipment or other similar physical property not covered by insurance. Economic Injury Disaster Loans (EIDLs) provide working capital to assist small businesses through the recovery period and are available in declared and contiguous counties.

TAX ASSISTANCE: Deductions for casualty losses on homes, personal property, and household goods may be claimed on returns filed with the Internal Revenue Service. Those eligible may receive an early tax refund. Assistance with casualty loss deductions on state income tax returns can be obtained from the Florida Department of Revenue.

AGRICULTURAL ASSISTANCE: Emergency loans to farmers operating and managing a farm or ranch, limited to compensation for actual losses to essential property and/or production capacity. Cost sharing grants also are available for emergency conservation measures. Contact your local U.S. Department of Agriculture Service Center.

NATIONAL FLOOD INSURANCE: Reimbursement for flood damage to insured buildings and contents in participating communities in declared and non-declared counties. A federal program, it is obtained through local insurance agents.

SOCIAL SECURITY BENEFITS: Help in speeding up delivery of checks delayed by the disaster and with applications for Social Security disability and survivor benefits.

CONSUMER SERVICES: Assistance in filing consumer complaints about disreputable business practices and other problems.

MENTAL HEALTH/STRESS COUNSELING: Referral services and short-term intervention counseling are available for emotional and mental health problems associated with the disaster.

FRAUD PROTECTION AND LEGAL SERVICES: The U.S. Department of Housing and Urban Development can assist in cases of unlawful discrimination, and the Florida Department of Legal Services will investigate complaints of price gouging. Legal assistance and/or referrals may be available through local and regional legal associations.

INSURANCE INFORMATION: Assistance is available on matters such as expediting settlements, obtaining copies of lost policies, verifying losses, and filing claims.

VETERANS BENEFITS: Information about benefits, pensions, insurance and VA mortgage loans.

VOLUNTEER AGENCY SERVICES: Volunteer relief agencies such as the American Red Cross, Salvation Army, and religious groups offer a wide range of services from help in locating missing persons through supplying personal hygiene kits to "last resort" financial assistance.

TYPES OF GOVERNMENT DISASTER ASSISTANCE

If your house is destroyed or damaged so badly that you cannot or should not live in it, help from the Federal Emergency Management Agency (FEMA) may include:

- payment for rental of temporary housing
- grants to make minor repairs to make your house liveable
- provision of a government-owned mobile home when there are no vacant rental units in your community.

If you need money to make permanent repairs to your home, or replace furnishings and personal belongs:

- low interest loans are available to homeowners from the Small Business Administration to repair or replace the home, or to refinance existing mortgages in certain cases.
- if you cannot afford to repay a loan, your state and FEMA work together to provide money that does not have to be paid back under what is known as the Individual and Family Grant Program.

If you are the owner of a business that has been affected: the Small Business Administration can lend you money to repair the business property, replace lost inventory and, in some cases, lend you money for operating expenses if the disaster has disrupted normal business income.

If you are unemployed as a result of the disaster: you may be able to receive unemployment benefits, even if you are self employed or otherwise uncovered by your State's normal unemployment insurance program.

The United States Department of Agriculture: can help to receive or replace farm property and make operating loans through the Farmer's Home Administration loan program. The Agricultural Stabilization and Conservation Service may be able to help you share the cost of repairing damaged farm land or clearing debris.

Crisis Counseling: services are available to help you and your family deal with the normal stresses caused by disaster.

There are many other programs: FEMA representatives will interview you carefully when you call or visit to see what other kinds of aid you may need and will direct you to each agency you need to see.

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**TO CONTACT FEMA CALL 1-800-462-9029
HEARING IMPAIRED 1-800-462-7585**

IMPORTANT PHONE NUMBERS

Agencies and USAA

Federal Agencies

FEMA Registration	800-462-9029
(TDD for hearing/speech impaired)	800-462-7585
Disaster Information Helpline	800-525-0321
(TDD for hearing/speech impaired)	800-462-7585
FEMA Fraud Detection	800-323-8603
Housing and Urban Development (HUD) Discrimination	800-669-9777
Internal Revenue Service	800-829-1040
(TDD for hearing/speech impaired)	800-829-4059
National Flood Insurance Program Information	800-638-6620
(TDD for hearing/speech impaired)	800-447-9487
Rural Economic Community Development (Formerly FmHA)	904-338-3400
Small Business Administration	800-359-2227
Social Security Administration	800-772-1213
Department of Veterans Affairs	800-827-1000

State Agencies

Consumer Services/Consumer Fraud (Dept. of Agriculture)	800-435-7352
Department of Insurance	800-342-2762
Department of Elder Affairs	800-922-5297
Unemployment Compensation	Call local office
Veterans Affairs	800-827-1000

Private Agencies

American Red Cross	800-435-6333
(TDD for hearing/speech impaired)	800-438-3071
Livestock care	904-921-0233
Pet Care (Humane Society)	904-386-3435
Salvation Army	800-758-2769
Legal Aid	
Northwest Florida (Escambia and Santa Rosa counties)	904-432-2338
North Florida (Walton and Ocalaosa counties)	904-862-3279
North Florida (Bay County)	904-469-3581
Administrative Office, Tallahassee	904-385-9007