



REGULAR CITY COMMISSION MEETING

COMMISSION CHAMBERS - CITY HALL
234 South US Hwy 1
Oak Hill, FL 32759
386-345-3522

July 25, 2011
6:00 P.M.
AGENDA

1. OPENING

1. Invocation
2. Pledge of Allegiance
3. Roll Call

2. PRESENTATION - NONE

3. CITY ADMINISTRATION REPORTS

4. CITIZEN PARTICIPATION (Non-agenda – 15 Minutes)

5. CITY ATTORNEY NON-AGENDA ITEMS (Scott Simpson)

6. POLICE DEPARTMENT RELATED ITEMS (Chief Young)

7. CITY PLANNER ITEMS (Montye Beamer)

8. CONSENT AGENDA

1. Approval of July 11, 2011 Regular Meeting Minutes.
2. Approval of July 18, 2011 Budget Workshop Minutes.
3. Approval of July 18, 2011 Special Meeting Minutes.
4. Approval of the Bills and Paid Interim Bills for July 25, 2011.

9. OLD BUSINESS

1. Electric bills for the caretaker at Mary DeWees Park.
2. Contract for caretaker at Mary DeWees Park.
3. The certification for pest control

10. NEW BUSINESS

1. Amendment to the Charter.
2. Reimbursement of FEMA Funds for Hurricane Charley.
3. Approval of preliminary proposed millage rate.

11. BOARDS & COMMITTEES

EZDA (Enterprise Zone Development Agency)

Economic Development Board
Waterfront Committee
PLDRC (Planning & Land Development Regulation Commission)
Parks and Recreational Advisory Board
Historical Preservation Board
Grant Committee

12.COMMENTS/CONCERNS FROM COMMISSION MEMBERS

13.ADJOURNMENT

Note: In accordance with Resolution 2006-17, a three (3) minute time limitation per speaker will be imposed. A speaker may address the Commission for a maximum of three (3) minutes during the Public Participation portion of the meeting, and for a maximum of three (3) minutes during any specific Agenda topic. Pursuant to Florida Statute 166.041 (3) (A), if an individual decides to appeal any decision made with respect to any matter considered at a meeting or hearing, that individual will need a record of the proceedings and will need to ensure that a verbatim record of the proceedings is made.



CITY OF OAK HILL

REGULAR CITY COMMISSION MEETING

**COMMISSION CHAMBERS - CITY HALL
234 South US Hwy 1
Oak Hill, FL 32759
386-345-3522**

**July 11, 2011
6:00 P.M.
MINUTES**

1. OPENING

1. Invocation
2. Pledge of Allegiance
3. Roll Call

Present at Roll Call: Mayor Mary Lee Cook, Vice Mayor Linda Hyatt, Commissioners Ron Engele, Kathy Bittle, and Douglas Gibson.

2. PRESENTATION - NONE

3. CITY ADMINISTRATION REPORTS

The City Clerk reminded the Commission that River Road will be closed for repairs on July 17th.

Shari who lived at Mary Dewees Park had a large electric bill this past month and wanted to see if the city would help in paying some of the bill since the workers that are rebuilding the bathroom have been using her electric and water. The City Clerk stated that she would get copies of the bills and report back to the commission.

1. Set meeting for Tentative Budget.

The City Clerk informed the Commission that we will have a budget workshop on July 25th at 5:45pm to pick what will be the starting millage rate to report to TRIM. The Commission chooses to have the first budget workshop on July 18th at 4:00pm.

4. CITIZEN PARTICIPATION (Non-agenda – 15 Minutes)

Susan Payne stated her concerns using weed killer on US Hwy 1 and what it is doing to our well water. She asked if the city could find other alternative. The Commission asked the City Clerk to look up information to see if we must be certified to spray.

5. CITY ATTORNEY NON-AGENDA ITEMS (Scott Simpson)

Scott had informed the Commission that Mike Ihnken has filed an EEOC claim and the report has been handled.

6. POLICE DEPARTMENT RELATED ITEMS (Chief Young)

The Burns Charter School asked if the city would donate a \$1,000.00 from the Christmas Angel account to buy uniforms for students in need. The Commission agreed by consensus.

Chief Young asked that we get a light for the fuel tank and fix the fuel tank gauge. Laura Goodearly the City Clerk stated that she will call for the repair and get a price for a light.

After Mr. Hambleton has completed parts of the police policy manual they are to be sent to Scott Simpson to review.

Officer Littrell and Sergeant Riley have both resigned and Officer Szabo is out on a medical reason and he will have a doctor note to return to work. Chief Young will be looking for a replacement for the grant position.

Code enforcement has looked at a property that is over grown. Since the city has a law that the owner must keep up the property, the city has tried several ways to get the property owner to address the problem, however no one has responded. However the city needs to set up a fine if they wish to put a lien on the property.

The Sergeant Perez case should be coming to a close however in the Personnel Boards motion requested a release. Chief explained to the Commission to that we have not received the release to date and this officer is still on paid leave. Commission stated that if it is not received by Monday July 18th then a special meeting will be held at 5:00 pm. The Mayor then stated that she wants to have Police Department Issues also added to the agenda.

7. CITY PLANNER ITEMS (Montye Beamer)

1. Fine for 271 Canal Road.

Montye Beamer stated that there will be no fine or fee.

8. CONSENT AGENDA

1. Approval of June 27, 2011 Regular Meeting Minutes.
2. Approval of the Bills and Paid Interim Bills for July 13, 2011

A motion was made by Vice Mayor Hyatt and seconded by Commissioner Gibson to accept consent agenda items 1 through 2. Roll Call Vote: Mayor Cook, Yes; Commissioner Bittle, Yes; Vice Mayor Hyatt, Yes; Commissioner Engele, Yes; Commissioner Gibson, Yes. The motion carried 5-0

9. OLD BUSINESS

1. Code Enforcement (Mayor Cook)

Mayor Mary Lee Cook asked that Dennis Fisher the Building Inspector and Code Enforcement to look at the old building next to Kelly's Bait Shop to see if it needs to be torn down.

10. NEW BUSINESS

RESOLUTION NO. 2011-67

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, SUPPORTING THE FEDERAL TRANSPORTATION ENHANCEMENT PROGRAM, RECREATIONAL TRAILS PROGRAM AND SAFE ROUTES TO SCHOOL PROGRAM, OPPOSING THE MODIFICATION OF FEDERAL FUNDING FOR ANY OF THESE PROGRAMS TO A GENERIC BLOCK GRANT ALLOCATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND PROVIDING AN EFFECTIVE DATE.

Scott stated that since this is a county resolution the city does not have to make a resolution to show their support instead just send a letter of support instead. A motion was made by Vice Mayor Hyatt and seconded by Commissioner Bittle to write a letter of support to the county on Resolution 2011-67. Roll Call Vote: Mayor Cook, Yes; Commissioner Bittle, Yes; Vice Mayor Hyatt, Yes; Commissioner Engele, Yes; Commissioner Gibson, Yes. The motion carried 5-0

11. BOARDS & COMMITTEES

EZDA (Enterprise Zone Development Agency)
Economic Development Board
Waterfront Committee
PLDRC (Planning & Land Development Regulation Commission)
Parks and Recreational Advisory Board
Historical Preservation Board
Grant Committee

12. COMMENTS/CONCERNS FROM COMMISSION MEMBERS

Commissioner Bittle asked that the bathrooms at Nancy Cummings Park be locked when the park is closed.

Commissioner Engele explained to the Commission that he is having a hard time getting bids for repairing Woods and Cummings road, and asked that we forgo the third bid.

13. ADJOURNMENT 7:45pm

MARY LEE COOK, MAYOR

ATTEST:

LAURA GOODEARLY, CITY CLERK

APPROVED FOR LEGALITY AND FORM:

SCOTT E. SIMPSON, CITY ATTORNEY

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CITY OF OAK HILL

BUDGET WORKSHOP MEETING

4.00 P.M. – COMMISSION CHAMBERS - CITY HALL

JULY 18, 2010

MITUTES

A. OPENING

Present at Roll Call: Mayor, Mary Lee Cook; Vice Mayor, Linda Hyatt; Commissioners; Ron Engele, Douglas Gibson and Kathy Bittle.

B. CITY ADMINISTRATION

Review of Proposed 2011/2012 budget

Laura Goodearly, City Clerk explained that the roll back rate is 7.177, and we must pick a rate to submit to TRIM by August 4, 2011. The rate we pick will be what we start at but must not go over it, we can go lower.

The following lines were adjusted by the Commission.

Line 105 lowered to 27000.00 – is 450.00 a month

Line 122 removed the part time worker and put 6,000.00 on contract services for tem service when needed.

Line 199 and 200 Remove 21,464.85 we will take the money to build a building from funds we have in reserve.

Line 344 Remove 14,000.00 this money is what we collected in the past and we will take it from reserve account.

Line 290 Increased to 151,715.34 to set for the increase for trash pick.

Line 167 Lower to 8000.00 (Keep in mind that the 6,000.00 from line 122 in not part of the 8000.00

The commission directed that all raise be removed from the budget.

B. COMMISSION DISCUSSION

Another workshop on Monday July 25, 2011 at 4pm

D. CITIZEN PARTICIPATION

E. APPROVAL OF PRELIMINARY PROPOSED MILLAGE RATE

The Commission chose the roll back rate of 7.177

F. ADJOURNMENT 4:59

MARY LEE COOK, MAYOR

ATTEST:

LAURA GOODEARLY, CITY CLERK

APPROVED FOR LEGALITY AND FORM:

SCOTT E. SIMPSON, CITY ATTORNEY



#8-3

CITY OF OAK HILL

SPECIAL MEETING

5:00 P.M. – COMMISSION CHAMBERS - CITY HALL

JULY 18, 2010

MINUTES

A. OPENING

Present at Roll Call: Mayor Mary Lee Cook, Vice Mayor Linda Hyatt, Commissioners Ron Engele, Kathy Bittle, and Douglas Gibson.

B. DISCUSSION AND DECISION OF THE PERSONNEL BOARDS RECOMMENDATION REGARDING SERGEANT MANUEL PEREZ

Laura Goodearly, City Clerk explained that the General Release statement that was requested by the personnel board has been signed and received.

Commissioner Gibson asked question to Chief Young in regards to the steps she took to do her IA on Sergeant Perez's case. Commissioner Gibson is upset that no reprimand was given about the misuse of the DAVID SYSTEM.

C. DISCUSSION AND DECISION REGARDING THE POLICE DEPARTMENT.

Mayor Cook expressed her concerns on the turnover that is happening in the police department. She asked that the commission make a change in the Police Department by replacing the Chief or place her on administrate leave.

Commissioner Gibson stated that people are talking about what they are reading on the internet in regards to the allegations that have been stated by Sergeant Perez. Commissioner Gibson is concerned that the city has spent a lot of funds putting staff on administrative leave with pay. Commissioner Gibson feels that it is hard to find a solution but believes that the Charter should be changed to allow the Chief of Police to have the power to hire and fire within the Police Department.

Chief, Diane Young stated that she felt that the City Attorney should have been at the last Personnel Board Meeting, having the attorney there could have helped in regards to the allegations and rumors that have appeared on the internet and at the Personnel Board Meeting. Chief Young stated that she should have the support of the commission, and by changing the Charter to allow the Chief to hire and fire staff would give her ability to have more control in the running of the Police Department.

Commissioner Engele asked if the commission would consider going to the sheriff department. Commissioner Bittle felt that this is not helping the city to move forward and that she is against going with the Sheriff Department. Commissioner Gibson feels that option is bad for the city in regards to the response time. Commissioner Gibson stated his disappointment in regards to Mr. Liquori's report. Commissioner Engele stated that there is a lot of friction among staff in the Police department and this is bringing down moral and that needs to get under control.

Commissioner Hyatt feels that the Charter should be change giving the Chief the Power to hire and fire.

D. CITIZEN PARTICIPATION

Jimmy Goodrich, Jeff Bracy, and Mike Arman of the Personnel Board stated their concerns on the way the minutes were written and what was told to the commission of the boards recommendation. Along with the Personnel Board Members other citizens stated their concerns that some statements were false and that changes need to be made by giving the Chief more power in running the Police Department.

A motion was made by Commissioner Engele and seconded by Vice Mayor Hyatt to find a cost and a time frame to change the Charter to Allow the Chief the power to hire and fire within the department only. Roll Call Vote: Mayor Cook, Yes; Commissioner Bittle, Yes; Vice Mayor Hyatt, Yes; Commissioner Engele, Yes; Commissioner Gibson, Yes. The motion carried 5-0

E. COMMENTS/CONCERNS FROM COMMISSION MEMBERS

F. ADJOURNMENT 8:00pm

12:51 PM
07/21/11

City of Oak Hill
A/P Aging Detail
As of July 21, 2011

#8-4

Type	Date	Num	Name	Memo	Open Balance
Current					
Bill	7/11/2011	27177658	Kelly Services, Inc.	7/5/2011 - 7/8/2011 - Temp Service	488.64
Bill	7/11/2011	6/17/2011 - 7/1/2011	George Hambleton	6/17/2011 - 7/1/2011 - Work on the Policy Manual	414.00
Credit	7/2/2011	11/03/2010 - 10914	Galls, An Aramark Company	Overpayment	(79.05)
Bill	7/12/2011	217946	Watkins Oil Co, Inc.	Cruiser Fuel/PD - 132.5	492.81
Bill	7/13/2011	0131995	Dyer Riddle Mills & Precourt, Inc	Shipment of documents to City Planner	15.63
Bill	7/14/2011	9204119548816	Advance Discount Auto Parts	Car Wash and Glass Cleaner-PD and Hand Cleaner-PW	25.06
Bill	7/14/2011	218083	Watkins Oil Co, Inc.	Fuel PW - 185.2 Diesel	712.78
Bill	7/14/2011	IV56952	ROBINSON EQUIPMENT CO., INC.	Cable and Shaft for bush hog	38.01
Bill	7/15/2011	10594629	Anderson Rentals, Inc.	MD - 6/18/2011-7/15/2011 Porto John	107.50
Bill	7/20/2011	Office	Laura Goodearly	Misc. office supplies and shelves	64.31
Bill	7/21/2011	July 25, 2011	Michael J Herndon Cleaning	July 25, 2011- Office Cleaning	100.00
Total Current					2,379.69
1 - 30					
Bill	6/15/2011	511435112	Galls, An Aramark Company	Mens Cargo Pants	59.99
Credit	7/1/2011	511319095	Galls, An Aramark Company	Return of Shirts	(37.98)
Bill	7/1/2011	FEMA-DR-1539	Department of Community Affairs	Closeout for Hurricane Charley	3,152.88
Bill	7/2/2011	1795952 070211	CRYSTAL SPRINGS	July - new Water cooler for PW	107.08
Bill	7/2/2011	3815602	SafeGuard Dental & Vision	June-Adjustments and July Premium	92.76
Bill	7/2/2011	9528994	Pitney Bowes Inc.	Postage Machine Lease - July	137.00
Bill	7/2/2011	July	Pitney Bowes Inc.	July - Postage	83.91
Bill	7/2/2011	10887-25443	FPL - 10887-25443 - N/C OL	June - NC Outside Lights	53.50
Bill	7/2/2011	June	FPL - 29190-06532 - N/C pump	June - NC Pump	29.61
Bill	7/2/2011	83399-00931	FPL/STREET LIGHTS 83399-00931	June - Street Lights	1,499.30
Bill	7/2/2011	84837-75535	FPL - 84837-75535 - N/C Restrooms	June - NC Restrooms	35.82
Bill	7/2/2011	91448-23417	FPL - 91448-23417 MD - Rec Center	June - MD Rec Room	286.44
Bill	7/2/2011	94609-05954	FPL/CH 94609-05954	June - City Hall	478.70
Bill	7/2/2011	83830-01909	FPL/VIA 83830-01909	June - City Hall	90.74
Bill	7/2/2011	83880-08933	FPL/PW 83880-08933	June - PW	134.57
Bill	7/4/2011	July	BANK OF AMERICA	Headsets-2-PD, Blade-PW, Roller Rental-CH	495.09
Bill	7/4/2011	26135629	Kelly Services, Inc.	6/30/2011-7/1/2011	244.32
Bill	7/4/2011	9613	Nextel	New phones and July payment	221.86
Bill	7/5/2011	93082268	Harris Corporation	July - Maintenance contract	55.00
Bill	7/5/2011	217612	Watkins Oil Co, Inc.	Cruiser Fuel/PD - 172.5	617.92
Bill	7/5/2011	July	HOME DEPOT	Supplies for Parks and Knife and glue - PW	74.98
Bill	7/7/2011	345-3621	AT & T	July - Phone	256.50
Bill	7/7/2011	345-3392	AT & T	July - Phone	91.63
Bill	7/7/2011	345-3522	AT & T	July - Phone	252.88
Bill	7/8/2011	3303686 - 0	CAPITAL OFFICE PRODUCTS	Gen Operating Supply - Copy Paper	28.46
Bill	7/9/2011	10111138	RICOH LEASING	July Copier Lease	226.75
Total 1 - 30					8,719.71
> 30					
Total > 30					
TOTAL					11,099.40

9-1

Electric Bill Summary				
Oct 2010 - July 2011				
Shari Courtemanche				
198 N. Gaines St - Caretaker House				
<u>Month</u>	<u>Kilowats Used</u>	<u># Days billed</u>	<u>Kilowats Used Daily</u>	<u>Amount</u>
Oct	109	4	27	\$ 26.77
Nov	no bill just notice			\$ 64.37
Dec	561	33	17	\$ 63.29
Jan	1431	31	46	\$ 154.26
Feb	1032	29	36	\$ 108.88
Mar	724	28	26	\$ 79.31
Apr	742	33	22	\$ 81.09
May	1065	29	37	\$ 114.48
June	1173	32	37	\$ 112.68
July	1893	31	61	\$ 215.37

Utilities Del Phone #	Account	CHC Service Address	City	Park	Comments	Meter #	PIN	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09
FPL	800-375-2434 74593-06981	232 Cummings Street	Oak Hill	Nancy Curf	Rustroom	7082324		21.87	19.84	20.82	21.31	20.10	18.84
FPL	800-375-2434 74593-02908	232 Cummings Street	Oak Hill	Nancy Curf	Irrigation pumps at	SC79024		22.92	21.42	22.85	20.24	15.4	12.89
FPL	800-375-2434 58826-73500	232 Cummings Street	Oak Hill	Nancy Curf	New account-No meter # yet			9.24	9.56	9.56	9.86	9.86	9.86
FPL	800-375-2434 83270-07992	198 N Gaines St	Oak Hill	Mary Dew	Bill Field	SC21893		12.87	13.12	13.01	13.49	13.84	13.28
FPL	800-375-2434 83270-03917	198 N Gaines St	Oak Hill	Mary Dew	Rustroom	SC258128		219.42	208.15	229.58	230.84	171.11	180.53
FPL	800-375-2434 83270-07944	198 N Gaines St	Oak Hill	Mary Dew	Caro Lakes house	SC29668		335.11	257.82	265.57	227.42	182.07	225.05
FPL	800-375-2434 83280-08977	178 N Gaines St	Oak Hill	Mary Dew	Rust room	SC44081						258.80	235.14

FPL Contact

Trena S. Planas

Account Specialist

9250 West Flagler St #6721

Miami, FL 33174

Office Hours 7:00 AM - 4:00 PM

305-552-4129 Office Phone

800-995-5761 Option 2

305-552-4955 Fax

METER # SC 29688

John, we go
can together
out that

I checked that
meter is

this connected
only mobile home -
to

Thanks,

UP

1-800-226-3545

→ SHE HAS
water supplied
FREE.

mobile home
has its own
separate meter;
Nothing else
connected to meter.
NOTE: water supply
to mobile home comes
from well pump that
is powered by meter
at Boys & Girls club.

#9-2

LAND LEASE AGREEMENT
(MARY DEWEES PARK)

LEASE entered into this 30th day of Sept, 2010, by and between the CITY OF OAK HILL, 234 South US Hwy. 1, Oak Hill, FL 32759, hereinafter, "LESSOR," and Renee Sortman, 3007 Umbrella Tree Drive, Edgewater, FL 32141, hereinafter, "LESSEE(s)."

RECITALS

WHEREAS, the Mary DeWees Park (Park) is one of the properties owned and managed for current or future use by the City of Oak Hill (hereinafter referred to as the "City").

WHEREAS, LESSOR is in need of the LESSEE to perform certain services in the Park as more specifically set forth herein.

WHEREAS, LESSEE(s) further has a responsibility to ensure that the entrance to Mary DeWees Park is opened and closed in accordance with appropriate schedules.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions set forth herein, the parties, their heirs and assigns, hereby agree as follows:

1. The area being leased herein is located at 189 N. Gaines Street, Oak Hill, FL 32759. The LESSOR will provide a site of approximately 100 x 60 lot size in the area generally depicted in Exhibit A. Said site includes a well, pump, septic tank and electrical service ("the PROPERTY") to be used by the LESSEE(s). The LESSEE(s) shall use the Property to locate a single family structure, i.e. a mobile home, which must be located and secured in compliance with all applicable City, County and State laws.

2. This lease shall commence on October 1, 2010, and shall end on September 31, 2011. This Lease shall automatically renew on the same terms and conditions for another one (1) year term unless either party gives the other party written notice of intent not to renew at least thirty (30) days before the expiration date.

3. LESSOR hereby leases to LESSEE(s) the 100 x 60 area of Mary DeWees Park. In exchange for the LESSOR leasing the PROPERTY to the LESSEE, the LESSEE hereby agrees to provide the following services: Opening and Closing of the Park in accordance with appropriate schedules established by the LESSOR, daily cleaning of outside bathrooms, daily stocking bathrooms, daily, general cleanup as needed of surrounding grounds areas and monitoring the Park and immediately contact the Oak Hill Police Department in the event of any illegal activity being conducted, including individual(s) entering the Park when the Park is closed.

#9-3

For Consumers For Businesses For Teachers and Students FDACS Di

Department Home > For Businesses > Licenses, Permits, and Registrations

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Pesticide Applicator Licenses

[Florida Laws](#) | [FAQ](#) | [Forms](#) | [Related Links](#) | [Contact](#)

Restricted use pesticide applicator licenses are available to certified individuals to allow for the purchase and use of restricted use pesticides on agricultural and related sites, such as farms, plant nurseries, forests, ornamentals and turfs not associated with structures (such as golf courses and parks), and highway right-of-ways, etc. License categories are also available to cover the following applications: soil and greenhouse fumigation, raw agricultural commodity fumigation, aquatic pest control, wood treatment, seed treatment, sewer root control, use of antifouling boat paints, treatment of swimming pools with chlorine gas, demonstration and research, and regulatory use. Also, aerial application of any pesticide in Florida to any of the above sites requires a pesticide applicator license.

License types available are Private, Commercial, and Public. For a description of each license type, categories available, and information on how to obtain a license, go to our web site <http://www.flaes.org> or see the frequently asked questions below.

These licenses are not valid for commercial pest control to treat residential or business structures or associated lawns. For information on commercial residential or business pest control licenses or public health/mosquito control, including aerial mosquito spraying, go to <http://www.flaes.org/aes-en/> (Bureau of Entomology and Pest Control).



ADAM H. PUTNAM
COMMISSIONER



Florida Laws

- [Chapter 487, F.S. - Pesticide Regulation and Safety](#)
- [Chapter 5E-2, F.A.C. - Pesticides](#)
- [Chapter 5E-9, F.A.C. - Licensed Pesticide Applicators and Dealers](#)

Frequently Asked Questions

1. Who needs a restricted use pesticide applicator license?

Anyone using or supervising the use of restricted use pesticides on agricultural or related sites in Florida needs a restricted use pesticide license. Also, a license is required of anyone who aerially applies any pesticide in Florida to agricultural or related sites. Agricultural and related sites include but are not limited to the following areas: farms, plant nurseries, livestock, forests, ornamentals and turf not associated with structures (such as golf courses, parks, and cemeteries), right-of-way areas (along highways, railroads, pipelines, etc.), soil and greenhouse fumigation, raw agricultural commodity fumigation, aquatic weed control, wood treatment, seed treatment, sewer root control, use of antifouling boat paints, treatment of swimming pools with chlorine gas, demonstration and research using agricultural or related restricted use pesticides, and regulatory use of agricultural or related restricted use pesticides.

2. How does one obtain a restricted use pesticide applicator license?

An individual must pass the certification exams to be eligible for a license. Training and exams are provided at local County Cooperative Extension Service Offices statewide, and most manuals are available at nominal cost from the University of Florida/IFAS Publications Office (1-800-226-1764 or <http://ifasbooks.ifas.ufl.edu/>). For more information on how to obtain a license, go to www.flaes.org/complimonitoring/databasesearch/applicert&licensing.html (Applicator Certification & Licensing).

3. What license type and categories do I need?

The license type and categories needed depend on how and where pesticides will be used. In general, a private license is valid for using restricted use pesticides to produce agricultural commodities on the pesticide applicator's own land or place of agricultural employment, such as application to a citrus grove or in a plant nursery. A public license is valid for restricted use pesticides used at a place of employment for a government entity, such as treating highway right-of-ways as an employee of the Department of Transportation. A commercial license is required for all other applications of restricted use pesticides not covered by the private or public license. This includes all contract (for hire) applications made to property not owned or rented by the applicator or his/her employer, and for all non-government applications not for the purpose of agricultural production. For examples, see question #6.

4. What is the definition of a "private applicator"?

A "private applicator" is an individual who has reached the age of majority (generally 18 years old) and is licensed by the Department to use or supervise the use of any restricted use pesticide for purposes of producing any agricultural commodity on property owned or rented by the licensed person or that person's employer. A private license may also be used to apply restricted use pesticides without compensation, other than the trading of personal services between producers of agricultural commodities, on the property of another individual for the purpose of agricultural production. This license is for farm, ranch, grove, nursery, sod farm applications, etc. Application of restricted use pesticides for production of ornamentals and turf at a nursery or sod farm or in a greenhouse may also be performed with a private license. However, application of restricted use pesticides solely to maintain turf and ornamentals at places such as golf courses requires a commercial license.

5. What is the definition of a "public applicator"?

A "public applicator" is an individual who has reached the age of majority (generally 18 years of age) and is licensed by the Department to use or supervise the use of any restricted use pesticide as an employee of a state agency, municipal corporation, or other government agency.

6. What is the definition of a "commercial applicator"?

A "commercial applicator" is an individual who has reached the age of majority (generally 18 years of age) and is licensed by the Department to use or supervise the use of any restricted use pesticide for any purpose on any property other than as provided by the definitions of "private applicator" and "public applicator." A commercial license is required for all contract (for hire) applications made to property not owned or rented by the applicator or his/her employer, and for all applications not for the purpose of agricultural production. Examples: maintenance of turf and ornamentals on golf courses, parks, and cemeteries (no agricultural production involved); highway right-of-way applications; aquatic applications to keep recreational waters free of aquatic weeds; wood treatment not associated with agricultural production; etc.

7. Can one license type substitute for another?

A commercial license with the appropriate agricultural categories may substitute for a private license if desired. A commercial license with the appropriate work-related categories may substitute for a public license if acceptable to the government agency with which the applicator is employed, but liability issues should be considered before making any license substitutions.

8. Which exams are required to obtain a private license?

Two exams are required to obtain a private applicator license: the general standards (core) exam and the private applicator agricultural pest control exam.

9. Which exams are required to obtain a public license?

Public applicators must pass the general standards (core) exam plus all category exams needed to cover the work in which restricted use pesticides will be used in employment with a government agency. At least one primary category exam is required, and there is no limit to the number of category exams that may be taken. The primary category exams available to public applicators are: aerial application, agricultural animal pest control, agricultural row crop pest control, agricultural tree crop pest control, aquatic pest control, chlorine gas infusion, forestry pest control, natural areas weed management, organotin antifouling paint pest control, ornamental and turf pest control, raw agricultural commodity fumigation, regulatory inspection and sampling, regulatory pest control, right-of-way pest control, seed treatment, sewer root control, soil and greenhouse fumigation, and wood treatment. Public applicators must also become licensed in demonstration and research (secondary category), in addition to one or more primary categories, if their work for a government agency involves demonstration or research using restricted use pesticides.

10. Which exams are required to obtain a commercial license?

Commercial applicators must pass the general standards (core) exam plus all category exams needed to cover the type of work in which restricted use pesticides will be used. At least one primary category exam is required, and there is no limit to the number of category exams that may be taken. The primary category exams available to commercial applicators are: aerial application, agricultural animal pest control, agricultural row crop pest control, agricultural tree crop pest control, aquatic pest control, chlorine gas infusion, forestry pest control, natural areas weed management, organotin antifouling paint pest control, ornamental and turf pest control, raw agricultural commodity fumigation, right-of-way pest control, seed treatment, sewer root control, soil and greenhouse fumigation, and wood treatment. Commercial applicators must also become licensed in demonstration and research (secondary category), in addition to one or more primary categories, if their work

Sec. 4.04. Department heads.

As soon as possible after the election of a vice mayor, the commission shall appoint department heads as deemed necessary from among the commissioners. A commissioner may not be the head of more than one department, with the exception; if all commissioners are selected as department heads and additional department heads are required, then an individual commissioner may be selected to be the head of two departments.

The function of the department head(s) is to carry out the directives of the commission as a whole and to see that their department(s) operates efficiently and in accordance with the Charter and ordinances.

Only the commission by a majority vote shall authorize the employment or removal of any city employee. An appointed designee, usually the department head, shall implement the decision of the commission. No individual commissioner except the appointed department head shall give directives or orders to any employee of the city except in an emergency situation. Each individual commissioner may request from the city clerk information and other documentation required in the performance of their official duties.

Suggestions or recommendations for improvement in city government operations may be communicated through the city clerk or any individual commissioner. Each member of the commission shall be free to discuss improvements with the city clerk. The commission may direct the city clerk to implement specific recommendations for improvements in city government operations.

(Ord. No. 2008-01, § 1(4.04), 2-11-2008)

Per Ann McFall the head of elections, the city would have to pay for the election this year. It would cost the same as years past. (see Quick Books Print Out) Looks like it would cost around 2,700.00 with the new added cost of an ad in the paper.

We would have to adopt a ordinance and have two readings. This ordinance must be posted in the paper and state how you want it worded on the ballet.

All this must be turn it to the election office by September 16, 2011.

You have three commissions meeting till that dead line unless you call a special meeting, but the date must be put in the ad when the first reading is to occur.

If you do this in November of 2012 the cost will be 0

Scott, I belive that the commission would like to have this change to read,

The commission by a majority vote shall authorize the employment or removal of City Hall and all other department except for the police department. The Chief of Police had the authority to employ or the removal of any staff under the Chief of Police.

Since there is a time line on this can you help me get this set up.

AN ORDINANCE OF THE CITY OF OAK HILL, VOLUSIA COUNTY, FLORIDA ADOPTED PUTSUANT TO FLORIDA STATUTE SECTIONS 101.04 AND 166.031 SETTING FORTH PROPOSED AMENDMENT TO THE CITY'S CHARTER TO BE SUMMITTED TO THE VOTERS OF THE CITY AT THE NEXT REGULALY SCHEDULED ELECTION; PROVIDING FOR A DALLOT SUMMARY ANT TITLE FOR EACH PROPOSED AMENDMENT; PROVIDING FOR SERABILITY, AND PROVIDING FOR AN EDDECTIVE DATE.

WHEREAS, THE City Commission selected to amend to the City Charter that the City Commission believes should be submitted to the electors of the City of Oak Hill.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OAK HILL, FLORIDA:

Section1. The first proposed amendment to the City Charter is the following:

BALLOT SUMMARY

The current City Charter Provides that only the City Commission by majority vote shall authorize the employment or removal of any city employee. This proposed change would allow the registered voters of the City to choose if they want to allow the Chief of Police to have the power to hire and fire only the police staff.

??????????????

Shell the Chief of Police have the power to hire and fire the police staff instead of only the City Commission?

____ YES For allowing the Chief of Police to have the power to hire and fire the police staff.

____ NO Against the Chief of Police to have hiring and fire power in the police department and continue with only the City Commission have the power to hire and fire all staff.

It was moved by _____ and seconded by _____ that said Ordinance 2011 - _____, be passed on first reading. A roll call vote of the City Commission on said motion resulted as follows:

Mayor Cook, _____

Vice Mayor Hyatt Seat 4 _____

Commissioner Gibson Seat 2 _____

Commissioner Engele Seat 1 _____

Commissioner Bittle Seat 3 _____

Passed Upon first reading this _____ day of _____ 2011

It was moved by _____ and seconded by
_____ that said Ordinance 2011 - _____, be adopted on second
reading. A roll call vote of the City Commission on said motion resulted as
follows:

Mayor Cook, _____

Vice Mayor Hyatt Seat 4 _____

Commissioner Gibson Seat 2 _____

Commissioner Engele Seat 1 _____

Commissioner Bittle Seat 3 _____

Passed Upon second first reading this _____ day of _____ 2011

Mary Lee Cook, Mayor

ATTEST:

Laura Goodearly, City Clerk

Approved as to form and legality for the use and reliance of the City of Oak Hill,
Florida, only.

Scott E. Simpson, City Attorney

11:57 AM
07/19/11
Accrual Basis

City of Oak Hill
Account QuickReport
All Transactions

Type	Date	Num	Name	Memo	Split	Amount
Bill	1/11/2006		COUNTY OF VOLU...	Election Fees/General, invoice dt...	00-202-001 AC...	1,016.94
Bill	8/15/2007		VOLUSIA COUNTY ...	Election Fees/General	00-202-001 AC...	0.00
Bill	10/5/2007		Elections Commissi...	Qualification fee deposit	00-202-001 AC...	120.00
Deposit	10/8/2007	1		election deposit mary lee cook	00-101-001 SU...	(60.00)
Deposit	10/8/2007	97		elections deposits abe jackson	00-101-001 SU...	(60.00)
Bill	12/5/2007		COUNTY OF VOLU...	Payroll for City Election	00-202-001 AC...	0.00
Bill	12/11/2007	Election	Guy Godman	Election- Nov 2007	00-202-001 AC...	129.50
Bill	12/11/2007	Election	Audrey Habyan	Election- Nov 2007	00-202-001 AC...	192.50
Bill	12/11/2007	Election	Bartholomew Habyan	Election-Nov 2007	00-202-001 AC...	108.00
Bill	12/11/2007	Electi...	Victoria E Inman	Election-Nov 2007	00-202-001 AC...	142.50
Bill	12/11/2007	Electi...	Arlene A Ruud	Election-Nov 2007	00-202-001 AC...	109.50
Bill	2/26/2008	11/6/2...	COUNTY OF VOLU...	Cost of 11/6/2007 Election	00-202-001 AC...	1,296.63
Bill	6/25/2008	Qual f...	Elections Commissi...	Qualification fee deposit	00-202-001 AC...	300.00
Deposit	6/26/2008	93		qualifying fees 9219	00-101-001 SU...	(60.00)
Deposit	6/26/2008	506		qualifying fees 9217	00-101-001 SU...	(60.00)
Deposit	6/26/2008			qualifying fees 9215	00-101-001 SU...	(60.00)
Deposit	6/26/2008	991		qualifying fees 9213	00-101-001 SU...	(60.00)
Deposit	6/26/2008	93		qualifying fees 9212	00-101-001 SU...	(60.00)
Bill	10/10/2008	I0075...	NEWS-JOURNAL C...	Election Fees/General - Notice of ...	00-202-001 AC...	839.76
Bill	6/24/2010	2 cani...	Elections Commissi...	Bittle & Engle (Seat 1&2)	00-202-001 AC...	120.00
Deposit	6/30/2010	63-46...		Ron Engele deposit	00-101-001 SU...	(60.00)
Deposit	6/30/2010	097		Kathy Bittle Deposit	00-101-001 SU...	(60.00)
Total 19-519-345 ELECTION FEES/Gen						15,307.84
Total 51930 - Other - Operating						15,307.84
TOTAL						15,307.84

11:57 AM

07/19/11

Accrual Basis

City of Oak Hill
Account QuickReport
All Transactions

Type	Date	Num	Name	Memo	Split	Amount
51930 - Other - Operating						
19-519-345 ELECTION FEES/Gen						
General Journal	9/30/1998	R&E/...			11-511-110 LE...	185.88
Bill	8/17/1999	ELEC...	COUNTY OF VOLU...	ELECTIONS AGREEMENT	00-202-001 AC...	488.80
General Journal	9/30/1999	AJE#16	COUNTY OF VOLU...	AJE #16	19-519-430 UT...	117.20
General Journal	10/11/1999		COUNTY OF VOLU...	AJE #16 reversing entry	19-519-430 UT...	(117.20)
Bill	10/7/1999	10/05/...	COUNTY OF VOLU...	10/05/99 elections	00-202-001 AC...	739.34
Bill	10/11/1999	11-2-99	COUNTY OF VOLU...	Run-off election Seat #4 11/2/99	00-202-001 AC...	475.50
Bill	10/11/1999	9/30/99	OBSERVER	Elections	00-202-001 AC...	372.00
Bill	10/11/1999	9/30/99	OBSERVER	Charter	00-202-001 AC...	75.20
Bill	10/28/1999	10/05/...	JEAN LOUISE BAN...	10/5/99 ELECTIONS INSPECTOR	00-202-001 AC...	80.00
Bill	10/28/1999	10/5/99	RAYMOND STANLE...	ELECTIONS DEPUTY 10/5/99	00-202-001 AC...	80.00
Bill	10/28/1999	10/5/99	IRIS H FULKERSON	ELECTIONS STANDBY INSPEC...	00-202-001 AC...	10.00
Bill	10/28/1999	10/5/99	MARGARET MULV...	INSPECTOR STANDBY INSPEC...	00-202-001 AC...	10.00
Bill	10/28/1999	10/5/99	CAROLYN P RAY	ELECTIONS ASSISTANT CLER...	00-202-001 AC...	110.00
Bill	10/28/1999	10/5/99	ELNA M ROSENTHAL	ELECTIONS CLERK 10/5/99	00-202-001 AC...	125.00
Bill	10/28/1999	10/5/99	MARJORIE SNYDE...	ELECTIONS ACCU-VOTE 10/5/99	00-202-001 AC...	105.00
Bill	11/1/1999	70021...	Sequoia Pacific Syst...	ballots for 10/5/99	00-202-001 AC...	244.96
Bill	11/1/1999	11081	GAYLE S. GRAZIANO		00-202-001 AC...	250.00
Bill	11/8/1999	11/2/99	JEAN LOUISE BAN...	11/2/99 elections	00-202-001 AC...	90.00
Bill	11/8/1999	11/2/99	RAYMOND STANLE...	11/2/99 elections	00-202-001 AC...	90.00
Bill	11/8/1999	11/2/99	CAROLYN P RAY	11/2/99 elections	00-202-001 AC...	100.00
Bill	11/8/1999	11/2/99	ELNA M ROSENTHAL	11/2/99 elections	00-202-001 AC...	105.00
Bill	11/8/1999	11/2/99	MARJORIE SNYDE...	11/2/99	00-202-001 AC...	95.00
Bill	11/30/1999	70021...	Sequoia Pacific Syst...	Run-off election	00-202-001 AC...	243.66
Bill	11/30/1999	11/2/99	COUNTY OF VOLU...	11/2/99 run-off election	00-202-001 AC...	290.28
Bill	1/3/2000	Com...	Florida Elections Co...	Qualifying fees to the State Dept.	00-202-001 AC...	50.00
Bill	7/26/2000	Election	Florida Elections Co...	Qualifying Fee for Candidates for ...	00-202-001 AC...	40.00
Deposit	7/26/2000	01	OTHER MISC. REV...	R-4936, Qualifying Fee	00-101-002 GE...	(10.00)
Deposit	7/26/2000	001	OTHER MISC. REV...	R-4940, Qualifying Fee	00-101-002 GE...	(10.00)
Deposit	7/26/2000	0001	OTHER MISC. REV...	r-4945, Qualifying Fee	00-101-002 GE...	(10.00)
Deposit	7/26/2000	01	OTHER MISC. REV...	R-4947, Qualifying Fee	00-101-002 GE...	(10.00)
Bill	8/21/2000	9-5-20...	COUNTY OF VOLU...	Sept. 5, 2000 election for seat # 1...	00-202-001 AC...	260.91
Bill	9/7/2001	Electi...	Florida Elections Co...	R. Jackson	00-202-001 AC...	12.00
Bill	9/7/2001	Electi...	Florida Elections Co...	A. Jackson	00-202-001 AC...	12.00
Bill	9/7/2001	Electi...	Florida Elections Co...	R. Frazee	00-202-001 AC...	12.00
Bill	9/7/2001	Electi...	Florida Elections Co...	L.E. Hall	00-202-001 AC...	12.00
Bill	9/19/2001	8/27-9/6	COUNTY OF VOLU...	Service & Materials	00-202-001 AC...	805.63
Bill	11/27/2001	#9140...	The Plaza Resort & ...	Election Conference	00-202-001 AC...	280.00
Bill	11/27/2001	Cherb...	F.S.A.S.E.	Reservation: Cherbano, Kim	00-202-001 AC...	145.00
Bill	12/12/2001	10/9/01	COUNTY OF VOLU...	Election Charges	00-202-001 AC...	434.55
Bill	7/5/2002	60647...	OBSERVER	Election Ad July 02	00-202-001 AC...	136.50
Bill	8/9/2002	Sept ...	Florida Elections Co...	1% election assessment for candi...	00-202-001 AC...	60.00
Bill	8/23/2002	voter l...	VOLUSIA COUNTY ...	Ron Mercer, candidate requested ...	00-202-001 AC...	23.18
Bill	9/6/2002		VOLUSIA COUNTY ...	Election fees	00-202-001 AC...	314.17
Bill	9/20/2002		OBSERVER	Inv 8/31/02	00-202-001 AC...	136.50
Bill	3/12/2003		COUNTY OF VOLU...	Cost of Municipal Election	00-202-001 AC...	561.08
Bill	9/11/2003		KIM TERWILLIGER	Election Fees/General, Tshirt for ...	00-202-001 AC...	23.00
Bill	9/18/2003		Florida Election Com...		00-202-001 AC...	36.00
Bill	9/22/2003		Fidlar Doubleday, Inc.		00-202-001 AC...	53.15
Bill	9/29/2003		Fidlar Doubleday, Inc.		00-202-001 AC...	169.28
Bill	9/30/2003		Audrey M. Habyan		00-202-001 AC...	190.00
Bill	9/30/2003		Raymond S. Banas		00-202-001 AC...	130.00
Bill	9/30/2003		Betty B. Browning		00-202-001 AC...	130.00
Bill	9/30/2003		Jean L. Banas		00-202-001 AC...	103.00
Bill	9/30/2003		Bartholomew S. Hab...		00-202-001 AC...	115.00
Bill	9/30/2003		James D. Mills		00-202-001 AC...	28.00
Bill	10/30/2003		COUNTY OF VOLU...	ballot layout, \$20.00	00-202-001 AC...	1,164.54
Bill	8/27/2004		Florida Elections Co...	, for qualifying 2004	00-202-001 AC...	0.00
Bill	8/27/2004		VOLUSIA COUNTY ...	Election Fees/General, Agreeemen...	00-202-001 AC...	233.47
Bill	12/3/2004		COUNTY OF VOLU...	Election Fees/General, invoice dt...	00-202-001 AC...	691.93
Bill	4/11/2005		Florida Elections Co...	Election Fees/General 2004	00-202-001 AC...	99.00
Bill	11/30/2005		Clisso, Virginia L.	Election Fees/General, detail poll ...	00-202-001 AC...	190.00
Bill	11/30/2005		Browning, Betty B	Election Fees/General, detail poll ...	00-202-001 AC...	140.00
Bill	11/30/2005		Browning, Winfred A	Election Fees/General, detail poll ...	00-202-001 AC...	140.00
Bill	11/30/2005		Lessard, Leopold	Election Fees/General, detail poll ...	00-202-001 AC...	108.00
Bill	11/30/2005		Habyan, Bartholome...	Election Fees/General, detail poll ...	00-202-001 AC...	102.00
Bill	12/15/2005		Betty B. Browning	Election Fees/General, detail poll ...	00-202-001 AC...	5.00
Bill	1/6/2006		Historic Courthouse	Election Fees/General, invoice dt...	00-202-001 AC...	0.00

**AGREEMENT FOR SERVICES AND MATERIALS
FOR MUNICIPAL ELECTION**

Election Name: Special Election

Election Date: November 8, 2011

Early Voting: 6 days Begins: October 31, 2011 Ends: November 5, 2011

Book Closing Date: October 10, 2011

Logic & Accuracy Test Date: 10/28/2011 Time: 9:00 AM

Poll Worker Training: September 20 - October 20

Location: TBD

Parties to Agreement: Volusia County Department of Elections (Department)
City of Oak Hill (Municipality)

1. Candidate qualifying is responsibility of city. Method of qualifying is:

Verification of signatures on qualifying petitions will be performed by Department at 10 cents per name. City to remind qualifiers to get petitions in early or run the risk of not having enough signatures by deadline. Candidates must submit payment for verification at time of submission. Payment must be drawn on campaign account and made payable to the County of Volusia.

2. Department will provide City one set each of recommended materials for candidate and political committee packets, at no charge. City to notify candidates and political committees of date and time of Logic & Accuracy Test.

3. Department will program the voting system software for each ballot style and obtain City approval prior to placing printing order.

Charge for designing and programming= \$90 per/style. Anticipated # 1 X 90 \$ 90.00

4. Date ballot information to be provided to Department: 9/16/2011
Referendum information to be provided to Department: 9/16/2011

(Candidates' names are to be spelled exactly as candidates desire them to appear on ballot, but no more than 24 spaces in length. For verification, City must fax to Department a copy of Loyalty Oath sworn by candidate upon qualifying. (fax number 386-943-7073))

5. Date Department to submit ballot proof to city for approval: 9/16/2011
Date ballot proof approval by City is due to Department: 9/16/2011

6. Number of ballots to be ordered:

Absentee Ballots		Early Voting Ballots		Poll Ballots	
Precinct: 909		Precinct: 909		Precinct: 909	

7. City will pay printer directly for printing costs. Prices are as follows:
11 inch Ballot = \$235/M – 14 inch Ballot = \$240/M – 18 inch Ballot = \$250/M
Test Decks-\$35 setup per/precinct plus standard per/ballot charge
Shipping-City will be billed for actual shipping charges
8. Department will mail advance notice to overseas electors at no charge.
9. Department to process requests for absentee ballots. City will be charged \$2.50 per ballot, plus postage, for each ballot processed.

Anticipated Number Of Ballots: _____ X \$ 2.50 = \$ -
Anticipated Postage: _____ X \$ 0.64 = \$ -

10. City is responsible for scheduling use of polling places. Department will provide City a list of all polling place facilities containing precinct number, name, address, contact information, and rental rates. City is responsible for drawing up contracts, having them signed, providing copies to the Department, and paying owners of facilities for their use.
11. If change of polling location becomes necessary the Department is responsible for mailing "Polling Place Change Notices" to affected voters. A charge of 25 cents per voter will be billed to the City for this service when final election costs are calculated. There will be no charge if the change was made at the discretion of the Department.

12. The Department is responsible for scheduling poll workers for training class and election day assignments. Optimal staffing is 5 poll workers for each exclusive precinct. Combined precincts may require additional workers. Charge is \$2.00 per poll worker for staff scheduling.

Number of poll workers to be assigned: 5 X \$ 2.00 = \$ 10.00

City is responsible for paying salaries and instruction class pay directly to poll workers. Department will provide City with payroll sheets as soon as possible following the election.

The Department will notify municipalities of the appointment of all election boards pursuant to F.S. 102.012.

List of all poll workers by precinct to Cities: Date: 10/19/2011

13. Department is responsible for training poll workers at charge of \$10 per worker, including supplies and instruction manual.

Number of poll workers: 5 X \$ 10.00 = \$ 50.00

14. City is responsible for submitting the names of proposed poll watchers to the Department at least two weeks prior to the beginning of Early Voting and two weeks prior to Election Day for the Department to certify and include a list with precinct supplies.

Early Voting Deadline Date: 10/17/2011

Election Day Deadline Date: 10/25/2011

15. Department is responsible for arranging for transport of equipment to and from polling places. Combined precincts will be counted as one. Estimated charge to be based on:

\$ 150.00 per first precinct at a location

Anticipated Number Precincts: 1 X \$ 150.00 = \$ 150.00

\$ 40.00 for each additional exclusive precinct at same location

Anticipated Number Precincts: X \$ 40.00 = \$ -

If City runs alone, the charges will be:

\$ 170.00 per first precinct at a location

\$ 40.00 for each additional exclusive precinct at same location

16. All advertising required by law is the responsibility of the City. However, if the City desires, it may choose to take part in group advertisements of the Logic & Accuracy Test/Canvassing Board meetings/polling place change notice, early voting notice and the sample ballot/list of polling places. For the group advertisement, the Department will do the ad layout and contract for advertising. The City's pro rata share of the cost of the advertisements will be based on the percentage of overall space used for the City in the ads. The City will be billed for its costs after the Department receives the bill for the advertisements.

City desires to take part in group ads: Yes _____ No _____

Note: Any other advertising required by city charter or state statutes is the sole responsibility of the City; please consult your attorney.

17. Canvassing Board members will be:

Total number of City representatives who will need to sit at Canvassing Board table:

Canvassing Board or its representative will be present for the Logic & Accuracy Tests and will convene at 6:00 p.m. on election day to begin canvassing the absentee ballots. City will certify the election results and file necessary documentation with the proper authorities.

18. Department will conduct early voting at no charge if held at the Dept. of Elections only.

If City wishes to have an early voting site in addition to the Department of Elections the estimated cost is \$3000. \$ -

19. City is responsible for paying Department for supplies/printed materials provided to polling places. Combined precincts will be counted as one.

Number of precincts 1 X \$ 10.00 = \$ 10.00

20. City is responsible for paying Department personnel to update voter records after election, charge to be based on \$10 per 1,000 registered voters in the districts running.

21 # of Registered Voters/1000 1.261 X \$ 10.00 = \$ 12.61

22. City deposit due by: 10/10/2011 A Total Of: \$ 322.61

23.

Two original signed contracts due to Department on: 8/1/2011

NOTE: AMOUNT OF DEPOSIT IS BASED ON ESTIMATED COSTS. THE DEPARTMENT WILL DO EVERYTHING POSSIBLE TO KEEP COSTS AT A MINIMUM AND WILL REFUND TO CITY ANY DEPOSIT MONIES NOT ACTUALLY NEEDED FOR ELECTION PURPOSES. SHOULD UNEXPECTED CIRCUMSTANCES CAUSE COSTS TO RUN HIGHER THAN THE AMOUNT DEPOSITED, CITY IS RESPONSIBLE FOR PAYING THE OVERAGE.

Signed:

(for Department)

Date: _____

(for City)

Date: _____



City of Oak Hill

234 South U.S. Hwy. #1
Oak Hill, Florida 32759

Phone 386-345-3522
Fax: 386-345-1834

July 25, 2011

Department of Community Affairs
Attention: Renee Singh
36 Skyline Drive
Lake Mary, Florida 32759

RE: Invoice - \$3,152.88

Dear Ms. Singh:

It is the City's understanding that the enclosed check will be in full and complete satisfaction of any claims FEMA may have against the City based on the claim numbers FEMA-1539-DR-FL, FEMA-1545-DR-FL, FEMA-1785-DR-FL and FEMA-1561-DR-FL. If this is not correct please do not accept this check and return it to the City with an explanation as to why this City understanding is not correct. By accepting this check FEMA is acknowledge that the City's understanding is correct and the above claim numbers are final and closed.

If there are any further questions please contact our office.

Sincerely,

Laura Goodearly
City Clerk
City of Oak Hill

#102



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

July 13, 2011

MaryLee Cook, Mayor
Oak Hill, City of
234 US Highway 1
Oak Hill, FL 32759

Re: Reimbursement of Funds, Hurricane Charley, FEMA-DR-1539

Dear Mayor Cook,

Your help is requested. Notice was given to Oak Hill, City of by letter April 26, 2010, (Re: Closeout Reconciliation) of overpayment in the amount of \$3,152.88 for Public Assistance grants awarded for Hurricane Charley (enclosed). The letter was addressed to the attention of Ms. Laura Goodearly. Repayment has not been received and Oak Hill, City of may now be in noncompliance with the Disaster Relief Funding Agreement (enclosed).

ARTICLE XI. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the Federal Emergency Management Agency or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within **forty-five (45) days** from the date Subgrantee is notified of such determination.

ARTICLE XXIII. Events of Default, Remedies, and Termination.

G. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the Federal Emergency Management Agency should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

Mayor Cook
July 13, 2011
Page Two

Repayment of these funds is critical to the overall Public Assistance Program. The Federal Emergency Management Agency recoups them from the State's Smartlink account as soon as your project under-run is processed. If not repaid timely, there may not be enough available funding to cover another applicant's eligible work. Please send a check, by August 31, 2011, for \$3,152.88 to the State of Florida, Department of Community Affairs, 5900 Lake Ellenor Dr., Orlando, FL 32809, Attention: Renee Singh.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bryan W. Koon".

Bryan W. Koon, Director

for

BWK/css

Enclosures



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
"State Emergency Response Team"

CHARLIE CRIST
Governor

DAVID HALSTEAD
Interim Director

April 26, 2010

Oak Hill, City of
234 South U.S. Highway #1
Oak Hill, FL 32759
Attn: Laura Goodearly

Re: Closeout Reconciliation

Dear Ms. Goodearly,

The attached invoice represents the final reconciliation of multiple project worksheets for Hurricane Charley; FEMA-1539-DR-FL.

Please remit to the State of Florida, \$3,152.88 at:

Department of Community Affairs
36 Skyline Dr., Lake Mary, FL 32746.
Attention: Renee Singh,
Deputy State Public Assistance Officer of Finance

Please contact Renee Singh via e-mail, Renee.Singh@em.myflorida.com or by phone 407-268-8899 should you have any questions or need any additional information.

Respectfully,

Renee Singh
Deputy State Public Assistance Officer
Division of Emergency Management

Attachment: RS/new

2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.413.9969 Suncom: 850.293.9969 FAX: 850.488.1016
Internet address: <http://www.FloridaDisaster.org>

FLORIDA RECOVERY OFFICE, 36 SKYLINE DRIVE, LAKE MARY, FLORIDA 32746-6201
Phone: 407.268.8899 FAX: 407.268.8707

INVOICE

STATE OF FLORIDA



Division of Emergency Management
Department of Community Affairs

Date: Apr 23, 2010

Invoice #: 10

To: Oak Hill, City Of (FIPS: 127-50450-00)
234 South U.S. Highway #1
Oak Hill, FL
32759

Disaster	PW #	Federal Share	Admin	State Share	Line Item Total
1539	1290	\$2,614.50	\$87.15	\$288.89	\$2,990.54
1539	366	\$0.00	\$0.00	\$438.69	\$438.69
1539	4999	\$1,043.10	\$34.77	\$0.00	\$1,077.87
1539	5000	\$13,058.00	\$391.74	\$0.00	\$13,449.74
1539	7150	(\$10,930.68)	(\$327.92)	\$0.00	(\$11,258.60)
1539	7161	(\$3,255.93)	(\$108.53)	(\$180.89)	(\$3,545.35)
1539	2013	\$0.00	\$0.00	(\$0.01)	(\$0.01)
SubTotal					\$3,152.88
Make checks payable to <u>State of Florida</u> for total amount of:					\$3,152.88

State of Florida Public Assistance, 36 Skyline Drive, Lake Mary, FL 32746
Phone 407-268-8899 Fax 407-268-8707 renee.singh@em.myflorida.com

Payment #10: Project 1290 (S - Cat A)

Oak Hill, City Of

	Eligible	Federal	Admin	State
Obligated & Approved				
Version 0 (Small) - Initial Obligation <i>System Administrator - Jan 29, 2005</i>	\$5,777.70	\$5,199.93	\$173.33	n/a
Version 1 (Small) - Eligible Amount Change <i>System Administrator - Jul 12, 2005</i>	(\$2,872.70)	(\$2,585.43)	(\$86.18)	n/a
Version 2 (Small) - Eligible Amount Change <i>System Administrator - Jul 20, 2005</i>	(\$2,905.00)	(\$2,614.50)	(\$87.15)	n/a
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Previous Payments				
Payment #5 <i>Margaret Mba - Feb 4, 2005</i>		\$5,199.93	\$173.33	\$288.89
Payment #9 <i>Gregoria Medlavilla - Dec 12, 2005</i>		(\$2,585.43)	(\$86.18)	\$0.00
		<u>-- \$2,614.50</u>	<u>-- \$87.15</u>	<u>-- \$288.89</u>
Adjustments	+	\$0.00	+	\$0.00
This Payment		(\$2,614.50)	(\$87.15)	(\$288.89)

This payment leaves a balance of \$0.00.

Payment calculations as of Apr 23, 2010.

Printed from FloridaPA.org on Apr 23, 2010 at 1:34 PM.

Payment #10: Project 4999 (S - Cat A)

Oak Hill, City Of

	Eligible	Federal	Admin	State
Obligated & Approved				
Version 0 (Small) - Initial Obligation <i>System Administrator - Jul 12, 2005</i>	\$1,159.00	\$1,043.10	\$34.77	n/a
Version 1 (Small) - Eligible Amount Change <i>System Administrator - Jul 20, 2006</i>	(\$1,159.00)	(\$1,043.10)	(\$34.77)	n/a
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Previous Payments				
Payment #9 <i>Gregoria Medlavilla - Dec 12, 2005</i>		\$1,043.10	\$34.77	\$0.00
		<u>-\$1,043.10</u>	<u>-\$34.77</u>	<u>-\$0.00</u>
Adjustments		+\$0.00	+\$0.00	+\$0.00
This Payment		(\$1,043.10)	(\$34.77)	\$0.00

This payment leaves a balance of \$0.00.

Payment calculations as of Apr 23, 2010.

Printed from FloridaPA.org on Apr 23, 2010 at 1:35 PM.

Payment #10: Project 5000 (S - Cat A)

Oak Hill, City Of

	Eligible	Federal	Admin	State
Obligated & Approved				
Version 0 (Small) - Initial Obligation <i>System Administrator - Aug 2, 2005</i>	\$13,058.00	\$13,058.00	\$391.74	n/a
Version 1 (Small) - Eligible Amount Change <i>System Administrator - Jul 20, 2006</i>	(\$13,058.00)	(\$13,058.00)	(\$391.74)	n/a
	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Previous Payments				
Payment #9 <i>Gregoria Medlavilla - Dec 12, 2005</i>		\$13,058.00	\$391.74	\$0.00
		<u>- \$13,058.00</u>	<u>- \$391.74</u>	<u>- \$0.00</u>
Adjustments		<u>+</u> \$0.00	<u>+</u> \$0.00	<u>+</u> \$0.00
This Payment		<u>(\$13,058.00)</u>	<u>(\$391.74)</u>	<u>\$0.00</u>

This payment leaves a balance of \$0.00.

Payment calculations as at Apr 23, 2010.

Printed from FloridaPA.org on Apr 23, 2010 at 1:35 PM.

STATE OF FLORIDA
Department of Community Affairs

RECEIVED

SEP 23 PM 1:55

DISASTER RELIEF FUNDING AGREEMENT

FEDERAL ASSISTANCE UNIT

Agreement No. 05-PA-C%-06-74-02-795

CSFA No. 52600308; CFDA No. 97.036

Subgrantee: New Smyrna Beach, City of

FIPS No. 127-48625-00

This Agreement is between the State of Florida, Department of Community Affairs (hereinafter referred to as the "Grantee") and, the undersigned State Agency or political subdivision of the State (hereinafter referred to as the "Subgrantee"). This Agreement is based on the existence of the following facts and conditions:

A. WHEREAS, Tropical Storm Bonnie and Hurricane Charley beginning August 11, 2004, and thereafter, had a devastating impact upon the State of Florida. The severity of the damage and losses resulted in a proclamation of emergency by the Governor in Executive Order 04-182. In consequence of the Event, the President of the United States on August 13, 2004, declared Major Disaster No. FEMA-DR-1539-FL in all counties in the State of Florida. As a result, the Public Assistance Program was made available to eligible applicants in these Declared counties; and,

B. WHEREAS, a FEMA-State Agreement between the State of Florida and the Federal Emergency Management Agency governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees; and,

C. WHEREAS, The Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and,

D. WHEREAS, the Grantee receives these grant funds from the State of Florida and the federal government, and has the authority, under Section 252.373, Fla. Stat. to disburse these funds to the Subgrantees upon the terms and conditions hereinafter set forth; and,

E. WHEREAS, a Budget Amendment has been prepared and is being considered to provide for the necessary funds and authority for this event. Under the Emergency Management Act, as amended, the Department has authority to administer federal financial assistance from the Agency consequent to a presidential declaration of disaster.

NOW, THEREFORE, the Grantee and Subgrantee, based upon the existence of the foregoing conditions, do further agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121-5201; 44 C.F.R. Part 206; and applicable policies of the Federal Emergency Management Agency.

B. "FEMA-State Agreement" is the agreement dated August 14, 2004, between the Federal Emergency Management Agency and the State of Florida, for the Major Disaster No. FEMA-1539-DR-FL.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the fore-going, the requirements of 44 C.F.R. Parts 13 and 206, and the policies of the Federal Emergency Management Agency.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subgrantee for eligible activities for the projects approved by the Grantee and the Federal Emergency Management Agency, as specified in the approved Project Worksheets. Allowable costs shall be determined as per 44 C.F.R. Parts 13 and 206.

A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five (75) percent of all eligible costs, unless a higher percentage is approved. Contingent upon an appropriation by the Florida Legislature, the Grantee may provide some portion of any nonfederal share for local government and private non-profit Subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee.

B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or Federal Emergency Management Agency that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.

C. As a further condition to funding under this Agreement, the Subgrantee agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subgrantee shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

ARTICLE IV. Duplication of Benefits Prohibition. Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

A. Subgrantee shall without delay advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. Subgrantee shall reimburse Grantee without delay for any duplicate benefits Subgrantee may receive from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee, to the extent of any such duplication.

B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement the Subgrantee gives Grantee or the Chief Financial Officer-Department of Financial Services of the State of Florida the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. The contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government Comprehensive Plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

ARTICLE VI. Required Documentation, Reviews, and Inspections. Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee,

together with any and all accrued interest.

A. Subgrantee shall submit the following documentation for Large Projects (the Small Project threshold for this declaration is \$54,100).

1. A Request for Advance or Reimbursement conforming to the attached sample.
2. A Summary of Documentation Form conforming to the sample attached to this Agreement as Attachment B, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like;
3. A request for final inspection;
4. A signed Project Completion and Certification Report upon the completion of all projects; and
5. The Project Completion and Certification Report specified by Paragraph B of this Article.

B. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.

C. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.

ARTICLE VII. Cost Sharing. The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy-five (75) percent, unless a higher percentage is approved, of such costs and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 C.F.R. Part 206 and do not require matching funds may also be funded by FEMA.

ARTICLE VIII. Payment of Costs. Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures.

A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for Small Projects to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the Federal Emergency Management Agency of its approval of the pertinent Project Worksheet.

B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for Large Projects as soon as practicable after Subgrantee has delivered the following documents to Grantee:

1. A Request for Advance or Reimbursement Form conforming to the sample attached to this Agreement as Attachment A;
2. A Summary of Documentation Form conforming to the sample attached to this Agreement which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like; and,
3. A letter or notification certifying that the reported costs were incurred in the performance of eligible work.

* C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:

1. Subgrantee shall demonstrate to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
2. Subgrantee shall submit to Grantee the budget supporting the request;
3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds, and specifying the amount of funds requested;
4. Subgrantee shall submit a completed Request for Advance or Reimbursement Form; and,
5. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the Federal Emergency Management Agency as often as practicable, and in any event not later than ten (10) business days after the close of each calendar quarter.

D. Subgrantee may make improvements to the project facility in conjunction with its restoration of the facility to its pre-disaster condition in accordance with 44 C.F.R. Part 206 with the prior written approval of Grantee.

E. In any case in which Sub grantee certifies to Grantee in writing that the restoration of a damaged public facility to its pre-disaster condition is not in the best interest of the public, Sub grantee may request Grantee and the Federal Emergency Management Agency to approve an alternate project in accordance with 44 C.F.R. Part 206 before the commencement of any work.

F. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the Federal Emergency Management Agency that a previous disbursement of funds under this Agreement was improper.

ARTICLE IX. Final Payment. Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have completed the project;
- B. Subgrantee shall have submitted the documentation specified in Articles VI and VIII of this Agreement;
- C. In the case of Large Projects, the Grantee shall have performed the final inspection;
- D. In the case of Small Projects, the Project Listing and Certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and,
- E. Subgrantee shall have requested final reimbursement.

ARTICLE X. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 C.F.R. Part 13, as amended;
- B. Office of Management and Budget Circular No. A-87, "Cost Principles for State and Local Governments," as amended;
- C. Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended; and
- D. Office of Management and Budget Circular No. A-122, "Cost Principles for Non-Profit Organizations,"

as amended.

E. Subgrantee will maintain all documentation concerning the projects funded under this Agreement until the occurrence of the following events, whichever is the later:

1. The completion of final inspection and final audit, and the final resolution of any issues identified in the same; or,
2. The expiration of three (3) years from the date of final disbursement under this Agreement.

F. Subgrantee shall make all documentation concerning the projects funded under this Agreement available and accessible to the Comptroller General of the United States, the Grantee, and the Federal Emergency Management Agency between 8:00 a.m. and 5:00 p.m. on weekdays other than official holidays.

ARTICLE XI. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the Federal Emergency Management Agency or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

ARTICLE XII. Audit. Subgrantee shall submit an Audit of Agreement Compliance to Grantee, and shall have an independent audit performed by a Certified Public Accountant if its total expenditures of federal financial assistance for the most recent fiscal year equal or exceed \$500,000.00.

A. Subgrantee will conduct the audit in accordance with the following requirements:

1. The standards established by the Comptroller General of the United States, as specified in the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions;
2. The standards established by the American Institute of Certified Public Accountants;
3. The requirements of § 11.42 Fla. Stat., and the Rules of the Auditor General;
4. The requirements of the Single Audit Act of 1984, Pub. L. 98-502, as amended, 31 U.S.C. §§ 7501-7507, to the extent here applicable; and,
5. Office of Management and Budget Circular No. A-133, as amended, to the extent here applicable.

B. The audit shall be identified by the serial contract identification number for this Agreement. If the Subgrantee is a private nonprofit organization, it shall submit an organization-wide audit.

C. The audit shall be due not later than seven (7) months after the close of the fiscal year for Subgrantee except where Grantee and Subgrantee have mutually agreed upon another date.

D. Sub grantee shall conduct such additional audits as Grantee or the Federal Emergency Management Agency may determine necessary to determine the adequacy, accuracy, and reliability of the internal procedures Sub grantee has in place to protect its assets and to ensure compliance with this Agreement.

E. If this Agreement is closed out without an audit, Grantee may recover from Sub grantee any disallowed costs identified in an audit after such closeout.

ARTICLE XIII. Noncompliance. If the Sub grantee violates this Agreement or any legislation, regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Sub grantee for the project with respect to which the violation has occurred until the

violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Articles XVIII and XXIII of this Agreement.

ARTICLE XIV. Nondiscrimination by Contractors. Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement, as per 44 C.F.R. Parts 7 and 16, and 44 C.F.R Part 206. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R Part 17.

ARTICLE XV. Modification. The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of the Federal Emergency Management Agency. Any approved modification to a project Worksheet shall be noted in a Supplemental Project Worksheet for the project. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVI. Time for Performance. Time shall be of the essence of this Agreement and of the performance of all conditions under it. Subject to any modification extending the time for the performance of this Agreement approved by Grantee or the Federal Emergency Management Agency, the time for the performance of emergency work shall be six (6) months from the date of the Presidential Declaration. The time for the performance of permanent work shall be eighteen (18) months from the date of the Presidential Declaration. For Large Projects the Summary of Documentation and the supporting documents identified in Article VI of this Agreement shall be submitted to the Grantee not later than sixty (60) days after the date of the last modification extending the Agreement. Subgrantee shall submit the completed Project Listing to Grantee not later than thirty (30) days from the completion of all work, or the approval of the Final Inspection by the Federal Emergency Management Agency, whichever is later. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused for lack of cost-share funding. If any extension request is denied, Subgrantee shall be reimbursed for eligible project costs incurred up to the latest approved date for completion. Failure to complete any project will be adequate cause for the termination of funding for that project.

ARTICLE XVII. Contracts With Others. If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract.

ARTICLE XVIII. Termination. Either of the parties may terminate this Agreement by notice in writing delivered to the address specified in Article XXV of this Agreement. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XIX. Liability. Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered by § 768.28(5), Fla. Stat., the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by to third parties in connection with the performance of this Agreement, holding Grantee and Subgrantee harmless from the same. Also:

A. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, nor that each one stands as an independent contractor in relation to the other.

B. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.

C. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites

are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances. Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE XX. Reports. Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment C. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer.

ARTICLE XXI. Standard Conditions. Subgrantee agrees to the following conditions:

A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the disbursement to Grantee of federal funding in accordance with § 252.37(4), Fla. Stat.

B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.

C. Grantee may terminate this Agreement for refusal by the Subgrantee and its contractors and subcontractors to allow public inspection of any records subject to the disclosure requirements in § 119.07(1), Fla. Stat., that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement. Substantial evidence of noncompliance by Subgrantee or its contractors and subcontractors with these requirements shall constitute the nonperformance of a condition under this Agreement, and shall be adequate cause for termination.

D. Subgrantee agrees that no funds disbursed to it under this Agreement will be used for the purpose of lobbying the Legislature or any of its members, any employee of the State of Florida, any member of Congress, any officer or employee of Congress, or any employee of a Member of Congress, in connection with this Agreement or any modifications to this Agreement.

E. Subgrantee certifies that it possesses the legal authority to receive the funds.

F. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.

ARTICLE XXII. Term. This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by the Federal Emergency Management Agency, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

ARTICLE XXIII. Events of Default, Remedies, and Termination.

A. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more

such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

1. Any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement or any previous agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or,
4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the Congress, Legislature, Office of the Comptroller or Office of Management and Budget.

B. Upon the occurrence of any one or more of the following events, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:

1. Terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Article XXV of this Agreement, such notice to take effect when delivered to Subgrantee;
2. Commence a legal action for the judicial enforcement of this Agreement;
3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement or any other Agreement with Subgrantee; and,
4. Take any other remedial actions that may otherwise be available under law.

C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or non-performance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.

D. Rescission, suspension or termination of this Agreement shall constitute final action by the Grantee within the meaning of the Administrative Procedure Act, as amended. Notwithstanding the preceding sentence, any deobligation of funds or other determination by the Federal Emergency Management Agency shall be addressed in accordance with the regulations of that Agency.

E. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.

F. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in Leon County, State of Florida.

G. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the Federal Emergency Management Agency should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

ARTICLE XXIV. Attachments.

A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

C. This Agreement has the following attachments:

1. Attachment A "Request for Advance or Reimbursement"
2. Attachment B "Summary of Documentation of Expenses Claimed"
3. Attachment C "Quarterly Report Form"
4. Attachment D "Subgrantee Annual Budget Projection Form"

Note: All other grant administrative forms will be provided by Grantee as necessary or posted on the DEM website: www.floridadisaster.org. The subgrantee may be provided the option of using electronic forms placed on our Internet based document management system at: <http://dcaenterprise.eoconline.org>.

ARTICLE XXV. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by Internet, by telefacsimile, by hand, or by certified letter to the following respective addresses.

FOR THE GRANTEE:

W. Craig Fugate, Director
Division of Emergency Management
Department of Community Affairs
2555 Shumard Oak Blvd
Tallahassee, Florida 32399-2100

FOR THE SUBGRANTEE:

Bill Poling, Finance Director
City of New Smyrna Beach
210 Sans Avenue
New Smyrna Beach, FL 32168

ARTICLE XXVI. Designation of Agent. Subgrantee hereby designates Bill Poling, Finance Director as its primary agent, and designates Frank Roberts, City Mgr. as its alternate agent, to execute any Request for Advance or Reimbursement, certification, or other necessary documentation.

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF COMMUNITY AFFAIRS,
State of Florida, By:

Frank Roberts
W. Craig Fugate, Director *for*
Division of Emergency Management

1-3-05
(Date)

Public Assistance Program
Program

FOR THE SUBGRANTEE:

(Subgrantee)

James Handergrift
(Name)

Mayor

(Title)

11/30/04

(Date)

59-6000387

Federal Employer Identification Number (FEIN)



City of New Smyrna Beach

RECEIVED
JAN 23 11 55

PUBLIC ASSISTANCE UNIT

December 22, 2004

Del Streid, Public Assistance
Disaster Field Office
100 Sunport Lane
Orlando, FL 32809

RE: **Disaster Relief Funding Agreements**
FEMA 1539-DR-FL
FEMA 1545-DR-FL
FEMA 1561-DR-FL

Happy holidays:

Enclosed are agreements approved by our City Commission and executed by the Mayor.
Please return a fully executed copy of the three agreements to my attention.

If you have any questions, please contact me at 386.424.2120 or by email at
bpoling@cityofnsb.com.

Sincerely,

Bill Poling
Finance Director



Proposal

Page No. 1 of 2 Pages

D & W PAVING, INC.
P.O. Box 250725
HOLLY HILL, FL 32125-0725
(386) 258-5440 FAX (386) 258-8546

PROPOSAL SUBMITTED TO CITY OF OAK HILL		PHONE 386-345-3522 FAX 386-345-1934	DATE 30-Jun-2011
STREET 324 SOUTH U.S. HWY #1		JOB NAME WOOD & CUMMINGS ASPHALT PATCH	
CITY, STATE and ZIP CODE OAK HILL, FL 32759		JOB LOCATION WOOD AVE & CUMMINGS, OAK HILL	
ARCHITECT	DATE OF PLANS	ATTN: RON ENGELE	JOB PHONE

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

FOURTEEN THOUSAND SIX HUNDRED & NO/100 14,600.00

WORK PERFORMED DURING THE MONTH WILL BE INVOICED ON THE 25TH OF THE MONTH. PAYMENT IS DUE

BY THE 10TH OF THE FOLLOWING MONTH. FINAL PAYMENT IS DUE UPON COMPLETION OF THE WORK.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Clay Durance

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

FURNISHING LABOR, EQUIPMENT AND MATERIAL TO PERFORM THE FOLLOWING WORK:

ITEM NO.	DESCRIPTION OF ITEM	ITEM QUANTITY	UNITS	COST PER UNIT	EXTENDED BID PRICE
1	RESURFACE INTERSECTION OF WOOD & CUMMINGINGS WITH 1" SP 9.5 ASPHALT (300 S.Y.)	1	L.S.	4,800.00	4,800.00
2	RESURFACE WOOD AVE WITH SP 9.5 ASPHALT (1,244 S.Y.)	1	L.S.	9,800.00	9,800.00

ALTERNATE 1

TACK & PATCH EXISTING POTHOLES IN ASPHALT WITH SP 9.5 ASPHALT APPROX. 1/4" TO 3/8" THICK AT INTERSECTIONS OF WOOD & CUMMINGS AND WOOD AVE.
(3,000.00)

ALTERNATE 2

TACK & PATCH EXISTING POTHOLES IN ASPHALT WITH SP 9.5 ASPHALT APPROX. 1/4" TO 3/8" THICK ON WOOD AVE.
(12000.00)

TOTAL OF ALL BID ITEMS: 14,600.00
(DOES NOT INCLUDE ANY ALTERNATE ITEMS QUOTED)

IF WORK DOES NOT BEGIN WITHIN 30 DAYS OF A SIGNED CONTRACT OR IF, DURING THE PROJECT, WORK IS POSTPONED, CANCELLED OR STOPPED FOR ANY REASON, THE CONTRACTOR SHALL HAVE THE RIGHT TO CHANGE PRICES OR TO DECLARE THIS AGREEMENT NULL AND VOID.

PROPOSALS ARE BASED UPON BEING ABLE TO BEGIN WORK AND CONTINUE IN AN UNINTERRUPTED MANNER. ONE MOBILIZATION/DEMOBILIZATION IS INCLUDED. SHOULD THE PROJECT BE POSTPONED, CANCELLED OR STOPPED FOR ANY REASON, ANY ADDITIONAL DEMOBILIZATION/REMOBILIZATION WILL BE INVOICED PER OCCURRENCE.

IF THIS PROPOSAL IS ACCEPTED, PLEASE SIGN AND RETURN THE WHITE COPY TO D & W PAVING, INC. ALONG WITH A COPY OF THE NOTICE OF COMMENCEMENT. WORK CANNOT BEGIN ON THE PROJECT UNTIL BOTH DOCUMENTS HAVE BEEN RETURNED!

D & W PAVING, INC. WILL NOT ACCEPT ANY BACKCHARGES FOR DAMAGE CAUSED BY ITS EMPLOYEES UNLESS THE MANAGEMENT OF D & W PAVING, INC. IS NOTIFIED IMMEDIATELY OF THE DAMAGE AND

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature

Print

Name & Title

(Must be Signed by Owner or Officer)

Date of Acceptance:

Proposal

Page No. 2 of 2 Pages

D & W PAVING, INC.

P.O. Box 250725

HOLLY HILL, FL 32125-0725

(386) 250-5440 FAX (386) 250-8546

PROPOSAL SUBMITTED TO CITY OF OAK HILL		PHONE 386-345-3522 FAX 386-345-1834	DATE 30 Jun-2011
STREET 234 SOUTH U.S. HWY #1		JOB NAME WOOD & CUMMINGS ASPHALT PATCH	
CITY, STATE AND ZIP CODE OAK HILL, FL 32759		JOB LOCATION WOOD AVE & CUMMINGS, OAK HILL	
ARCHITECT	DATE OF PLANS	ATTN: RON ENGELE	JOB PHONE

We Propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

FOURTEEN THOUSAND SIX HUNDRED & NO/100

dollars (\$ 14,600.00).

WORK PERFORMED DURING THE MONTH WILL BE INVOICED ON THE 25TH OF THE MONTH. PAYMENT IS DUE BY THE 10TH OF THE FOLLOWING MONTH. FINAL PAYMENT IS DUE UPON COMPLETION OF THE WORK.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature

Clay Dumaner

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

DISCLAIMERS CONTINUED:

ALLOWED THE OPPORTUNITY TO REPAIR THE DAMAGE BY ITS OWN MEANS AND AT ITS OWN EXPENSE. TESTING WILL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY AT THE EXPENSE OF OTHERS.

D & W PAVING, INC. WILL NOT BE RESPONSIBLE FOR DAMAGE TO UNMARKED UNDERGROUND LINES OR STRUCTURES AS A RESULT OF GRADING OR PAVING OPERATIONS.

D & W PAVING, INC. WILL NOT BE RESPONSIBLE FOR OBTAINING OR BEARING THE COST OF PERMITS, IMPACT FEES OR INSPECTION FEES.

NOTE: PLEASE READ PAYMENT SPECIFICATIONS CAREFULLY. IN SIGNING THIS CONTRACT YOU ARE LEGALLY BOUND TO THIS PAYMENT PLAN.

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS 30 DAYS PAST DUE. IN THE EVENT D & W PAVING, INC. IS REQUIRED TO ENFORCE THE TERMS OF THIS AGREEMENT, D & W PAVING, INC. SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES AT ALL LEVELS OF LITIGATION INCLUDING APPEALS.

PROPOSAL TO BE SIGNED BY AN OWNER (OR OFFICER) OF THE COMPANY OR PROPERTY OWNER.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

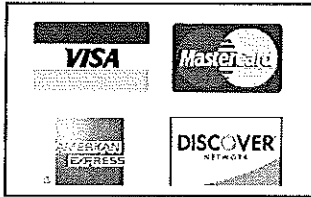
Date of Acceptance:

Signature

Print

Name & Title

(Must be Signed by Owner or Officer)



PO BOX 1089
EDGEWATER, FL 32132
PH: 386-427-8862
855-WE PAVE IT
FX: 386-427-8863

Email: info@blacktoppaving.com Website: blacktoppaving.com

PROPOSAL CONTRACT AGREEMENT

TO: City of Oak Hill
ATTN: Ron Engele/Laura Goodyearly
PHONE: 386-345-3522
FAX/EMAIL: engeler@oakhillfl.com/laurag@oakhillfl.com
DATE: June 29, 2011
PROJECT: Cummings St./Wood Ave.
Oak Hill, FL
ESTIMATE #: 4200

We hereby submit specifications and estimates for:

DESCRIPTION	QTY	UNIT \$	EXTENSION
1. Asphalt patches – Saw cut, prep and install 2" +/- of S-3 R or S-1 R asphalt			
A. Cummings St. 30 X 3 = 90 SF 25 X 4 = 100 SF 15 X 10 = 150 SF	340 SF	4.00 SF	\$1,360.00
B. Woods Ave. 31 X 4 = 124 SF 15 X 3 = 45 SF 3 X 8 = 24 SF	193 SF	4.00 SF	\$772.00
C. Various patches on Woods Ave. in front of existing houses (addresses are approx- imate)			
#283 4 X 3 = 7 SF 1 X 1 = 1 SF 1 X 1 = 1 SF 1 X 1 = 1 SF 3 X 2 = 6 SF 1 X 1 = 1 SF	17 SF	4.00 SF	\$68.00
#291 3 X 10 = 30 SF 1 X 1 = 1 SF 5 X 20 = 100 SF 3 X 30 = 90 SF	221 SF	4.00 SF	\$884.00
#305 2 X 2 = 4 SF 30 X 3 = 90 SF 4 X 1 = 4 SF	98 SF	4.00 SF	\$392.00
TOTAL CONTRACT			\$3,476.00

***BID IS BASED UPON INFORMATION GIVEN TO BLACKTOP AT TIME OF BID. IF QUANTITIES, SPECS OR MATERIAL SUPPLIERS CHANGE, THE UNIT PRICES WILL CHANGE.**

*The local asphalt plants are currently making pricing adjustments based on the fluctuation of prices of petroleum and other materials. Any increase or decrease in the price of materials only will be applied to pricing at the time of paving.

PRICE DOES NOT INCLUDE: Permits, Bond, Impact fees, Sod, Landscaping, Irrigation, Asbuilts, Final pinning of building pad, Removal of unsuitable material, Removal of hazardous material, Muck removal, Removal of buried or unforeseen material or debris, Erosion control, Stripe and Signage, Relocation/repair of existing utilities, Traffic Control, Prime and Sand, Tack, Extraction and gradation testing, Layout and testing, Asphalt coring, Grass/weed control, Special landscaping soils, Topsoil.

BLACKTOP BY BEEDE PAVING, INC. WILL BE RESPONSIBLE ONLY FOR WORK AS STATED ABOVE.

All material is guaranteed to be as specified per prints or FDOT specifications. Does not include reworking areas for visual or cosmetic satisfaction. Any excess fill becomes property of Blacktop By Beede Paving, Inc. Blacktop By Beede Paving, Inc. reserves all salvage rights regarding demolition. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. Before acceptance of this proposal, all above pricing to be verified by customer.

NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

BLACKTOP REP: _____

PLEASE SIGN BELOW AND RETURN ORIGINAL UPON ACCEPTANCE

UPON EXECUTION OF THIS PROPOSAL, THIS DOCUMENT BECOMES A CONTRACT. The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made within 10 days of completion and progress payments will be made within 10 days of the invoice date for the work performed. In the event that the amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All cost of collection shall be paid by the customer including but not limited to reasonable attorneys fees.

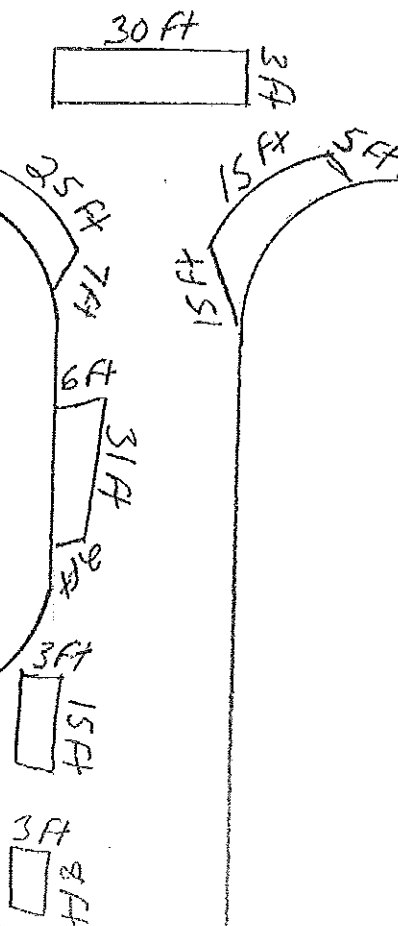
CUSTOMER SIGNATURE: _____ **DATE:** _____

PRINT: _____

PROPOSAL GOOD FOR 30 DAYS

CUMMINGS

PARK



283 VARIOUS patches in
Roadway. 1. 4X3 4. 1X1
2. 1X1 5. 3X2
3. 1X1 6. 1X1

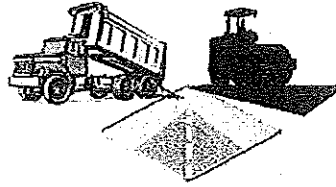
291 ? VARIOUS patches in
Roadway 1. 3X10 4. 30X3
2. 1X1
3. 5X20

305 VARIOUS patches
in Roadway 1. 2X2
2. 3X30
3. 4X1

WOOD

Proposal

J.H.VILLENEUVE & SONS, INC.
890 Flake Rd.
Titusville, Fla 32796
Fax # 407-349-9660 Cell # 321-863-3245
OFFICE # 321-267-6036
E-MAIL: JHVILLENEUVE@GMAIL.COM



Date	Proposal #
7-19-2011	3295

To: CITY OF OAK HILL
234 SOUTH U.S. HWY #1
OAK HILL, FLORIDA 32759
386-345-3522
FAX-386-345-1834
WWW.OAKHILLFL.COM
EMAIL: LAURAG@OAKHILLFL.COM
EMAIL: ENGELER@OAKHILLFL.COM

JOBSITE: WOOD ROAD & CUMMINGS
OAKHILL, FL

Project

Description	Quantity	Price Each	Total
THIS PRICE INCLUDES: MOBILIZIE PREP WORK AREA POWER SWEEP TACK COAT PAVE WITH 2" OF S-III ASPHALT 1) CUMMINGS & WOODS INTERSECTION 2) PARK ENTRANCE 3) END OF WOODS 4) TO PAVE ENTIRE WOODS ROAD PLUS 30 FT. EACH SIDE OF INTERSECTION ON CUMMINGS.	 1662 SQ.FT. 1050 SQ.FT. 540 SQ.FT. 12780 SQ.FT.	 2.00 SQ.FT. 2.00 SQ.FT. 2.00 SQ.FT. 1.50 SQ.FT.	 3324.00 2100.00 1080.00 19,170.00

UPON ACCEPTANCE SIGN AND EMAIL BACK

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: PAID IN FULL WHEN JOB COMPLETED

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Total

NOTE: 1.5% Finance charge on all accounts over 10 days