

# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, April 21, 2010, 7:00 PM  
Lake Park Town Hall  
535 Park Avenue

<b>Desca DuBois</b>	—	<b>Mayor</b>
<b>Patricia Osterman</b>	—	<b>Vice-Mayor</b>
<b>Steven Hockman</b>	—	<b>Commissioner</b>
<b>Jeanine Longtin</b>	—	<b>Commissioner</b>
<b>Kendall Rumsey</b>	—	<b>Commissioner</b>
.....		
<b>Maria V. Davis</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian M. Lemley, CMC</b>	—	<b>Town Clerk</b>

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. CALL TO ORDER
- B. INVOCATION
- C. PLEDGE OF ALLEGIANCE
- D. ROLL CALL
- E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PUBLIC and OTHER COMMENT  
This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

G. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal

sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

**For Approval:**

1. **Emergency Debris Removal Services, All Florida Tree & Landscape, Inc.** Tab 1
2. **Emergency Debris Removal Services, RKC Land Development, Inc.** Tab 2
3. **Resolution No. 17-04-10 Revise the Town of Lake Park Uniform Classification System to Amend the Job Description for the Position of Librarian I** Tab 3
4. **Modify the Operating Hours of the Library** Tab 4
5. **Letter of Support for Children’s Home Society of Florida HUB Application** Tab 5
6. **Proclamation for Sexual Assault Awareness Month** Tab 6

**H. PUBLIC HEARING:**

**ORDINANCE ON 2<sup>nd</sup> READING**

**7. ORDINANCE NO. 04-2010 – Amendment to the Reasonable Accommodations Ordinance Clarifying the Definition of “Qualifying Entity” and Process for Proof of Disability** Tab 7

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING SECTION 78-6(1) OF THE LAKE PARK TOWN CODE ENTITLED “REASONABLE ACCOMMODATION PROCEDURES”; PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF THE TERM “QUALIFYING ENTITY”; PROVIDING FOR THE REQUIREMENT THAT THOSE SEEKING A REASONABLE ACCOMMODATION SUBMIT THEIR LEGAL NAMES AND PROOF OF THEIR DISABILITY OR HANDICAP; PROVIDING FOR THE AMENDMENT OF SECTION 78-6(1) TO REQUIRE QUALIFYING ENTITIES TO SUBMIT PROOF THAT THEY ARE LICENSED SERVICE PROVIDERS AS DEFINED IN SECTION 397.311(18), FLORIDA STATUTES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**I. RESOLUTION**

**8. RESOLUTION NO. 18-04-10 Selection of an Audit Committee to Evaluate Proposals For Independent Audit Services** Tab 8

**J. DISCUSSION AND POSSIBLE ACTION:**

9. **Select Date for Town Commission Workshop on Street Closures** Tab 9
10. **Defer Street Lighting Referendum Question to the March 2011 Election** Tab 10
11. **Harbor Marina Advisory Board** Tab 11
12. **Selection of Volunteer Dinner Date** Tab 12
13. **Commission Insurance Coverage** Tab 13

**K. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**

**L. ADJOURNMENT:**

# Consent Agenda

# TAB 1



**Staff requests authority to utilize a contract that All Florida Tree & Landscape, Inc. has with the Village of Pinecrest, Florida. This contract was competitively bid in June 2007. All Florida Tree and Landscape, Inc. has agreed to honor its 2007 prices. This agreement does not obligate the Town in any way. It is simply an emergency management tool which can and will be utilized in the event that emergency debris removal is required.**



April 7, 2010

**Sent via facsimile: 561 881-3349**

Ms. Kim Alexander  
Public Works  
Town of Lake Park

RE: Village of Pine Crest Contract for Emergency Debris Removal

Dear Ms. Alexander:

Please be advised that on behalf of All Florida Tree & Landscape, Inc., and the owner, Alan McPherson, it is hereby agreed to piggyback the above referenced contract with the Town of Lake Park. The current contract with the Village of Pine Crest reflects all hourly charges for equipment, labor and miscellaneous debris removal/tree work.

Kindly contact me if you have any questions or require additional information. We look forward to working with you.

Very truly yours,

Mary Anne Wolfson  
ISA Certified Arborist  
FL#5709

**5855 N.W. 47<sup>TH</sup> PLACE, CORAL SPRINGS, FL 33067  
PHONE: 954-753-6292 FAX: 954-509-9049**



VILLAGE OF PINECREST  
OFFICE OF THE VILLAGE MANAGER

Peter G. Lombardi  
Village Manager

June 17, 2009

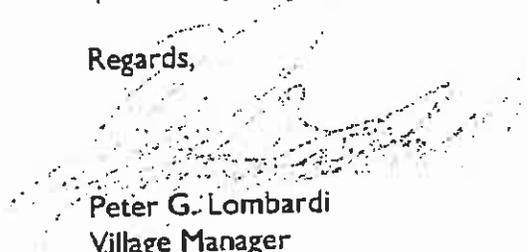
Alan McPherson, President  
All Florida Tree & Landscape, Inc.  
5855 NW 47 Place  
Coral Springs, Florida 33067

Dear Mr. McPherson:

On September 12, 2007, the Village of Pinecrest signed an agreement with All Florida Tree & Landscape for Emergency Debris Removal. According to the term of this agreement, it covered a two (2) year period with a two (2) year renewal option if agreed to by both parties. The Village would like to extend the term of this agreement for another two years, thus ending on September 12, 2011.

If All Florida Tree & Landscape would like to extend the term of the current agreement, please execute this document in the space below and return the original to my office. If you have any questions, you may contact me at (305) 234-2121 or Lombardi@pinecrest-fl.gov.

Regards,

  
Peter G. Lombardi  
Village Manager

I, (print name and title) Mary Anne Wolfson - Administ hereby request that the Emergency Debris Removal Agreement between the Village of Pinecrest and All Florida Tree & Landscape be renewed for another term, expiring on September 12, 2011.

Mary Anne Wolfson  
Signature

mailed  
6-20-09

AGREEMENT FOR PROFESSIONAL SERVICES

Emergency Debris Removal

THIS AGREEMENT, made and entered into on the 12<sup>th</sup> day of September, 2007 by and between the Village of Pinecrest, Miami-Dade County, Florida, party of the first part (hereinafter called "VILLAGE"), and All Florida Tree & Landscape, Inc., party of the second part (hereinafter called "CONTRACTOR");

RECITALS:

The VILLAGE wants to engage the CONTRACTOR to perform certain professional services as specifically described in accordance with ATTACHMENT A - SCOPE OF SERVICES in this Agreement. The CONTRACTOR wants to provide such specified services in connection with emergency debris removal.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

Furnish all material, labor, supervision and equipment in performing all operations necessary in connection with the clearing and removal of debris, and standing and staking trees throughout the Village of Pinecrest, including, but not limited to Village facilities and sites, streets and rights-of-way, and canals.

The CONTRACTOR agrees, as directed by the Village Manager or his designee, to perform the services as specifically stated in the Scope of Services attached hereto as part of this Agreement as "Attachment A", and as may be specifically designated and additionally authorized by the VILLAGE through the issuance of a Work Order.

2. FEES FOR SERVICES

Upon satisfactory completion of the specified work as determined by the sole discretion of the Village Manager, the CONTRACTOR agrees to charge the VILLAGE in accordance with the following fees for service:

A.	Grapple Truck with Operator	\$ <u>75.00</u>	per hour
B.	Bobcat with Operator	\$ <u>48.00</u>	per hour
C.	Chainsaw with Laborer	\$ <u>26.00</u>	per hour
D.	Power Pruner with Laborer	\$ <u>26.00</u>	per hour
E.	Cherry Picker with Operator	\$ <u>65.00</u>	per hour

F.	Bucket Truck with Operator	\$ <u>95.00</u>	per hour
G.	Loader Truck with Operator	\$ <u>55.00</u>	per hour
H.	Front End Loader with Operator	\$ <u>65.00</u>	per hour
I.	Back-hoe with Operator	\$ <u>70.00</u>	per hour
J.	Flat Bed Truck with Operator	\$ <u>45.00</u>	per hour
K.	Pick-up Truck with Operator	\$ <u>35.00</u>	per hour
L.	Dump Truck with Operator	\$ <u>65.00</u>	per hour
	(please state size: <u>12 yds – 30 yds</u> )		
M.	Water Truck with Operator	\$ <u>65.00</u>	per hour
N.	Polecat with Operator	\$ <u>70.00</u>	per hour
O.	Misc. Tools, Gas, Oil & Equipment	\$ <u>25.00</u>	per hour
P.	Supervisor	\$ <u>35.00</u>	per hour
Q.	General Laborer	\$ <u>17.00</u>	per hour
R.	Debris Pushing (front end loader & chainsaw man)	\$ <u>125.00</u>	per hour
S.	Debris Removal*	\$ <u>184.00</u>	per ton
		\$ <u>24.00</u>	per cubic yd
T.	Cutting of Tree Hangers (1-5 hangers)	\$ <u>63.00</u>	per tree
U.	Cutting of Tree Hangers (6+ hangers)	\$ <u>95.00</u>	per tree
V.	Stump Removal**	\$ <u>145.00</u>	per hour
		\$ <u>550.00</u>	per stump
	(stump size: <u>24" and up</u> )		
W.	Stump Grinding	\$ <u>120.00</u>	per hour
		\$ <u>400.00</u>	per stump
	(stump size: <u>24" and up</u> )		

\*This includes all equipment, operator, special labor, and any and all other fees necessary for the general debris pick-up throughout the Village of Pinecrest, hauling and dumping this debris. Dumping fees are NOT included.

\*\*Stumps are to measure more than 24 inches in diameter (measured two feet from the ground) and be at least 50% uprooted.

### 3. INVOICING AND PAYMENT

The CONTRACTOR will issue an invoice of the work, which has been completed, in the Village Manager's sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the VILLAGE shall pay such invoice within 30 days.

The VILLAGE shall pay to the CONTRACTOR for the faithful performance of this Agreement, in lawful money of the United States of America.

4. TERM

The Agreement will cover a two (2) year period with a two (2) year renewal option if agreed to by both parties, at least ninety (90) days prior to the expiration of the two year contract. The contract will commence upon signing of AGREEMENT.

5. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR.

6. PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement unless approved by the Manager of the Village of Pinecrest.

7. TERMINATION

This Agreement may be terminated by either party upon 60 days written notice with or without cause. If this Agreement is terminated, the CONTRACTOR shall be paid in accordance with the provisions of Paragraph 3 of this contract for all acceptable work performed up to the date of termination.

8. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONTRACTOR pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

9. ENTIRE AGREEMENT

This agreement, together with all pertinent documentation including attachments and related materials shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

10. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

11. INSURANCE

Contractor must also provide proof of insurance to the VILLAGE to be made part of this contract. The CONTRACTOR shall have and furnish Workers' Compensation Insurance and Employers Liability in the limits to comply with the Florida Statutes. The CONTRACTOR shall also furnish Public Liability and Contingent Liability Insurance for bodily injury in the minimum limits of the policy of One Million Dollars (\$1,000,000) each person and One Million Dollars (\$1,000,000) each occurrence for bodily injury liability and limits of Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence on property damage liability or Three Hundred Thousand Dollars (\$300,000) single limit coverage, all to be in a form satisfactory to the Village and protecting the Village from any loss due to any claim arising from or out of the contract work, and shall have the same approved by the Village prior to the signing of the contract. Insurance must be issued from a company who is licensed to sell insurance in the State of Florida. Proper certificates of such coverage shall be filed with the Village at the time of contract signing. The VILLAGE shall be named as an additional insured on the above-referenced policies.

12. ATTORNEY'S FEES

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

13. NOTICES

All notices and communications to the VILLAGE shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE: Peter G. Lombardi  
Village Manager  
Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156

CONTRACTOR: Alan McPherson  
President  
All Florida Tree & Landscape, Inc.  
5855 NW 47 Place  
Coral Springs, Florida 33067

14. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONTRACTOR:

ALL FLORIDA TREE & LANDSCAPE, INC.  
Alan McPherson, President  
5855 NW 47 Place  
Coral Springs, Florida 33067

By: Alan McPherson  
Alan McPherson  
President

Witness: Margaret Wagoner

Seal:

VILLAGE:

VILLAGE OF PINECREST  
Peter G. Lombardi, Village Manager  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156

By: Peter G. Lombardi  
Peter G. Lombardi  
Village Manager

Attest: Guido H. Inguanzo  
Guido H. Inguanzo  
Village Clerk



# ATTACHMENT A – SCOPE OF SERVICES

## Emergency Debris Removal

### 1. SCOPE OF WORK (General Description of Services)

The following is a general description of services that upon issuance of a Work Order shall be performed by the CONTRACTOR as approved by the Village Manager or his designee. The CONTRACTOR shall provide all supervision, labor, materials, tools, equipment, and subcontracted equipment/tools, materials necessary for the performance and completion of the work. The CONTRACTOR shall conduct the work so as not to interfere with disaster response and recovery activities of federal, state and local governments and agencies or public utilities. Scope of work shall include, but may not be limited to the paragraphs below numbered 2 through and including 6.

### 2. FIRST RESPONSE (Initial Push)

The CONTRACTOR shall perform the following services for the first response (initial push). The emergency initial push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the VILLAGE. Time and material rate shall be applicable. The VILLAGE reserves the right to include a cost-not-to-exceed provision in the Work Order that the Contractor exceeds at its own risk without a written and agreed-to amendment.

- CONTRACTOR shall conduct emergency clearance of debris from primary transportation routes as directed by the Public Works Director, or his designee.
- CONTRACTOR shall accomplish street clearance by removing large debris from traffic lanes and stacking the debris on the rights-of-way/swales.
- CONTRACTOR shall develop pre-event emergency response contracts with local equipment contractors, as approved by the VILLAGE, to ensure sufficient resources are available on a timely basis to rapidly accomplish road clearance. Equipment and personnel will assemble at pre-determined rally point(s), as established by the VILLAGE and the CONTRACTOR, to be assigned priority roads for immediate clearance based on the disaster event debris stream. At the rally point(s), all equipment will be photographed, equipment numbers assigned, and all pertinent information for each crew recorded. A master crew summary will be provided to the VILLAGE for documentation purposes. Crews shall be instructed to protect to the extent practicable existing utilities, curbing, sidewalks, signage, street pavements, and other permanent fixtures.
- CONTRACTOR shall be able to respond to emergency situations when product is unknown or extent of service needed is uncertain.
- CONTRACTOR shall identify work-site limitations.
- CONTRACTOR and their subcontractors shall obtain all required permits, certificates and licenses. All fees pertaining to VILLAGE permits shall be waived.

## ATTACHMENT A – SCOPE OF SERVICES

### Emergency Debris Removal

- CONTRACTOR shall provide clearance to allow for emergency access of search and rescue operations.
- CONTRACTOR shall allow for major roadways linking outside areas to designated response staging and relief center sites.
- CONTRACTOR shall provide for access and entry roadways to and from disposal sites and solid waste disposal facilities.
- CONTRACTOR shall assist public/private utility companies with the ability to provide water and electrical service.
- CONTRACTOR shall be responsible for the removal of various types of debris from public property and rights-of-way.
- While CONTRACTOR is engaged in work requirements under this agreement, CONTRACTOR shall be responsible for the protection of street surfaces, asphalt, water, sewer, storm drain, cable TV, gas and electrical lines and all other infrastructure and communication lines or other utility lines.
- CONTRACTOR shall provide for the emergency assessment of suspected contaminations of hazardous materials.

### 3. PICK-UP AND HAUL

#### A. Debris Removal from Public Property and Rights-of-Way

- CONTRACTOR shall mobilize equipment to the VILLAGE as soon as a disaster event is deemed imminent.
- CONTRACTOR'S primary responsibility includes, but is not limited to the pick up of debris, removal from public property and rights-of-way and the hauling to the designated disposal site, or to the Temporary Debris Staging and Reductions site(s) for further separation and reduction prior to final disposal.
- CONTRACTOR shall utilize its own vehicles to collect and load all debris from the VILLAGE'S properties and rights-of-way.
- The VILLAGE shall direct CONTRACTOR'S arriving equipment and crews to a central rally point for inspection, measurement, and certification prior to assignment and deployment.
- CONTRACTOR shall take photographs and detailed information of each vehicle used for debris removal. The VILLAGE shall supervise the process and approve each vehicle's entry in the Truck Measurement Log provided by the CONTRACTOR.
- CONTRACTOR'S Truck Measurement Log shall include:
  - ✦ Assigned equipment number
  - ✦ License plate number of the haul vehicle
  - ✦ Operating company
  - ✦ Driver's name
  - ✦ Measurements in feet of the height, width, and length of the truck or trailer bed
  - ✦ Sketch of the vehicle indicating exactly where the measurements were

## ATTACHMENT A – SCOPE OF SERVICES

### Emergency Debris Removal

taken, volume capacity in cubic yards as calculated for the truck or trailer bed and initials of the VILLAGE and CONTRACTOR

- CONTRACTOR shall adhere to the trucks and/or trailers their company logo and sticker in 8" numbers which details the assigned equipment number and the calculated volume capacity of the truck/trailer bed.
- CONTRACTOR is responsible for obtaining signed load tickets from Miami-Dade County.

#### B. Debris Removal from Private Property

- CONTRACTOR shall not conduct any work, including debris removal, in private property. The VILLAGE will not pay CONTRACTOR for any work done on private property.

#### C. Work Areas/Zones

- Using a system that incorporates neighborhoods, major streets, waterways, and other natural boundaries, the VILLAGE and CONTRACTOR shall prepare zone maps of the affected area.
- The assignment of CONTRACTOR'S crews to specific zones for debris collection shall be made in coordination with the VILLAGE, prioritizing those areas most affected by the disaster.
- The CONTRACTOR shall monitor collection crews in their assigned areas to insure debris eligibility, safe operation, and adherence to FEMA debris collection guidelines.
- The CONTRACTOR shall conduct a minimum of three debris removal collection passes from VILLAGE properties and rights-of-way within each of the zones. CONTRACTOR'S third debris removal collection pass will require the VILLAGE'S close observation and inspection to ascertain whether or not the VILLAGE will certify the zone clear of debris. CONTRACTOR shall resolve any deficiencies noted by the VILLAGE prior to moving crews to the next zone. The CONTRACTOR shall submit daily reports to the Village that indicate each zone's status including those that have been cleared.
- CONTRACTOR shall insure all debris is loaded at curbside with appropriate machinery that will not destroy property. CONTRACTOR shall be responsible for all property damage.
- Depending on the debris size and type, CONTRACTOR shall use appropriate excavation type machinery in accordance with local, state, and federal safety guidelines.

# ATTACHMENT A – SCOPE OF SERVICES

## Emergency Debris Removal

### 4. TECHNICAL ASSISTANCE/RECORD KEEPING AND REPORTING

#### A. Technical Assistance

CONTRACTOR'S technical assistance team will perform the following core responsibilities, which are intended to assist the VILLAGE in receiving the maximum eligible reimbursement from external sources.

- CONTRACTOR shall comply with Federal and State guidelines conducted under the Public Assistance Program including, but not limited to the following reference materials: Debris Management Guide (FEMA), Policy Digest (FEMA), Public Assistance Guide (FEMA), Applicant Handbook (FEMA), Stafford Disaster Relief and Emergency Assistance Act (US Congress), and 44 CFR (US Congress).
- CONTRACTOR shall provide documentation of all costs associated with emergency incidents in a timely manner to assist the VILLAGE in cost recovery in accordance with established FEMA requirements. CONTRACTOR must coordinate with appropriate VILLAGE staff regarding proper billing procedures to meet FEMA reimbursement requirements. CONTRACTOR'S invoice shall include the segregation of costs by Site or Project Worksheet. CONTRACTOR shall deliver the aforementioned records to the VILLAGE'S Public Works Director.
- CONTRACTOR shall immediately report the discovery of any hazardous material to the VILLAGE.
- CONTRACTOR shall provide recovery overview to the VILLAGE.
- CONTRACTOR shall brief the VILLAGE on the recovery process, critical meetings, required procedures and the current disaster recovery environment.
- CONTRACTOR shall assist and support the local recovery team through the recovery process.
- The CONTRACTOR shall remain on site until released by the VILLAGE.
- CONTRACTOR shall conduct an exit interview with the VILLAGE.
- CONTRACTOR shall prepare an after action disaster event report for the VILLAGE.
- CONTRACTOR shall remain available for any additional recovery assistance and guidance requested by the VILLAGE.

#### B. Documentation and Reporting

CONTRACTOR shall supply the VILLAGE with the load tickets to record the debris collected from the rights-of-way and transported to the designated disposal site. CONTRACTOR'S load ticket shall contain 15 key data points described in the Debris Management Guide (FEMA). CONTRACTOR'S load ticket shall consist of five-parts allowing all recovery participants to maintain documentation.

## ATTACHMENT A – SCOPE OF SERVICES

### Emergency Debris Removal

The CONTRACTOR shall post the load tickets to a report with a hard copy and disk provided to the VILLAGE'S Public Works Director. CONTRACTOR shall detail the following load ticket information on the report:

- Date
- Village of Pinecrest
- Preprinted ticket number
- Hauler's name
- Truck number
- Truck capacity in tons
- Load percentage full
- Load amount in billable weight
- Debris classification as burnable, non-burnable, mixed, other
- Point of origin for debris collected and time loaded
- Dump site location, date and time dumped

CONTRACTOR shall provide to the VILLAGE'S Public Works Director daily reports denoting progress to date and crew assignments. CONTRACTOR'S reports shall detail current crew assignments by zone and the percentage of completion for each pass by zone. The CONTRACTOR will also provide a project deficiency report to the VILLAGE on a daily basis detailing any accidents, private or public damage, and/or homeowner complaints. CONTRACTOR shall be committed to an initial response to all deficiencies within 24 hours.

#### 5. PROJECT MANAGEMENT

CONTRACTOR shall attend meetings and provide for daily progress reports as well as the dispatching of field supervisors where necessary. A twenty four (24) hour response must be provided by CONTRACTOR for any complaints from homeowners. CONTRACTOR shall provide for quality assurance at all times.

CONTRACTOR shall be monitored by the Village Manager or his designee to ensure work is being performed as detailed in this Agreement, including Attachment A, Scope of Services.

CONTRACTOR shall provide name, phone numbers and emails of crew chiefs, foremen, superintendents, etc., to be contacted in the field. Said crew chiefs, foremen, superintendents, etc. must have radio and/or phone communication with the crew reporting to them.

## ATTACHMENT A – SCOPE OF SERVICES

### Emergency Debris Removal

#### 6. MOBILIZATION PLAN

CONTRACTOR must provide a mobilization plan which includes a time line indicating set-up and the different steps of mobilization, anticipated staging area(s), and office location.

CONTRACTOR shall mobilize equipment to the VILLAGE as soon as a disaster event is deemed imminent.

#### 7. OTHER SERVICES AS NEEDED

The CONTRACTOR shall perform other services only as specifically designated and additionally authorized through the issuance of a work order by the VILLAGE for the following services and/or as negotiated in accordance with Emergency Procurement Procedures.

- Hazardous stump removal
- Hazard and debris removal from canals and waterways
- Aerial hazard mitigation (hangers)
- Backfill material

# PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

## Emergency Debris Removal

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Pinecrest or its agencies.

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

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

1. This sworn statement is submitted to Village of Pinecrest  
by Alan McPherson, President / Owner  
for All Florida Trees Landscape, Inc.  
whose business address is 625 N. Flagler Dr. #507  
West Palm Beach FL 33401  
and (if applicable) its Federal Employer Identification Number (FEIN) is 05-05107287 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving and trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:  
(a) A predecessor or successor of a person convicted of a public entity crime; or  
(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person

# PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

## Emergency Debris Removal

who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

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

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

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

Alan McPherson

[signature]

Sworn to and subscribed before me this 20<sup>th</sup> day of June, 2007.

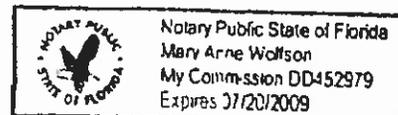
Personally known  OR Produced Identification \_\_\_\_\_  
Notary Public - State of Florida

(Type of identification)

Mary Anne Wolfson  
My commission expires \_\_\_\_\_

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)



# TAB 2

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: May 5, 2010

Agenda Item No. 2

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> APPROVAL OF ITEM<br><br><input type="checkbox"/> OTHER | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
|--|---|

**SUBJECT: Emergency Debris Removal Services**

**RECOMMENDED MOTION/ACTION: Approve contract extension with RKC Land Development, Inc. for removal of hurricane debris from Town temporary site(s) and transport to other disposal site(s).**

Approved by Town Manager *W. Lewis* Date: 4/16/10

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

<b>Originating Department:</b>  <p style="text-align: center;"><b>Public Works</b></p>	Costs: To be determined Funding Source: Acct. #	<b>Attachments:</b> <b>2009 Proposal/Contract</b> <b>2010 Proposal/Contract</b>
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PRSO	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background: In the event of a hurricane or other natural disaster, the Town requires a contractor to load and transport debris from the Town's temporary disposal site(s) to other disposal sites.**

**RKC Land Development, Inc. assisted the Town in 2005 and 2006 with the various hurricanes. This firm has agreed to maintain its 2006 prices for the fourth year in a row. Staff recommends that an agreement be entered into with RKC Land Development, Inc. for debris removal services for the 2010 storm season. This agreement does not obligate the Town in any way. It is simply a proactive measure in the event the Town needs the services.**

**RKC LAND DEVELOPMENT, INC**

13756 79<sup>th</sup> Court N

West Palm Beach, FL 33412

rkclanddevelop@bellsouth.net

Phone: (561) 791-7866 Fax: (561) 791-9219

**PROPOSAL/CONTRACT**

**DATE: APRIL 12<sup>TH</sup>, 2010**

TOWN OF LAKE PARK	PROJECT: UPCOMING HURRICANE SEASON
ATTN:	2010
PHONE: 561-881-3345	FAX: 561-881-3349

**RKC PROPOSES TO: @ VARIOUS LOCATIONS THROUGH OUT THE TOWN OF LAKE PARK**

**PICK UP DEBRIS (EXCLUDING STUMPS) @ .....\$11.00 per cubic yard**

Unless otherwise stated, price quoted is based upon one move-in & one set up of equipment only. RKC C defines clearing and grubbing as taking down all trees, stumps and root raking entire site 6" in depth. If there is any grass onsite, this will be part of the stripping, not clearing and grubbing. There will be small wood debris left behind that cannot be picked up with the root rake. RKC will not be responsible for any removal of vegetation that is contaminated with any concrete, steel, dirt or anything other than combustible vegetation. RKC will leave 6" of mulch on the ground in stockpile areas to keep machinery from loading dirty mulch. RKC is not responsible for the last 6" of mulch left on the ground and this will be considered strippings. RKC will not be responsible for railroad ties or telephone poles. The presence of utilities or structures that interfere with the movement of RKC'S equipment will require an additional amount to be added to this quote. RKC will not be responsible for damage to fences or other structures that are surrounded by trees that are to be removed. RKC will not be responsible for any material underground. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will be an extra charge above this estimate. Temporary work stoppage: Should a situation arise wherein, through no fault of his own, RKC is unable to perform the work set forth as above, RKC shall then reschedule the completion of the work at its next available time and levy reasonable remobilization charges. RKC will carry liability insurance. RKC can not be held responsible for unforeseen situations such as muck beneath the earth, weather, etc. This proposal is valid for thirty (30) days. **RKC IS NOT RESPONSIBLE FOR PERMITS OR ASBESTOS REMOVAL.**

Terms and conditions to be performed by client:

**CONTRACTOR/OWNER IS RESPONSIBLE FOR ALL PERMITS.**

Owner of property will carry liability insurance to cover damage to property not related to RKC Land Development, Inc.'s operation. In the event that Client's failure to perform his terms of the contract results in additional costs to RKC Land Development, Inc's said cost will be passed on to Client. Should said failure result in RKC Land Development, Inc's equipment sitting idle for more than 0 hour(s) RKC Land Development Inc's \_\_\_option, reserves the right to remove its equipment from the site with no guaranteed time of re entry. All agreements are contingent upon strikes, accidents or delays beyond RKC Land Development Inc's control.

**Bid Amount: see above \_\_\_\_\_ NO RETAINAGE TO BE WITHHELD**

**Method of payment: not upon invoicing**

Interest shall accrue on all overdue accounts at the rate of 18% per annum. In the event of non-payment of amounts owed under this contract (with Palm Beach County Venue) client agrees to pay reasonable fees for its collection

**Proposal Submitted by: RKC LAND DEVELOPMENT, INC.**

Accepted By: \_\_\_\_\_ Contractor: \_\_\_\_\_

Robert K. Carter Accepted by: \_\_\_\_\_

# DEBRIS REMOVAL CONTRACT

## TOWN OF LAKE PARK AND RKC LAND DEVELOPMENT, INC.

THIS CONTRACT made this 27th day of June 2008, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and RKC LAND DEVELOPMENT, INC., a Florida Corporation, Florida State Contractor's License No.: \_\_\_\_\_, FEID Number 15-1040404, 7040 Seminole-Pratt Whitney Road, Suite 25-4, Loxahatchee, FL 33470, (hereinafter designated as the "CONTRACTOR").

### WITNESSETH THAT:

**WHEREAS**, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, the TOWN has previously determined that it is need for the provision of the debris removal in the event of a natural or other disaster; and

**WHEREAS**, the TOWN has received a proposal for the required debris clearing and removal response assistance and; and

**WHEREAS**, the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

**WHEREAS**, the TOWN has found the CONTRACTOR's Proposal attached hereto as Exhibit "A" and incorporated herein to be acceptable and the parties wish to enter into this CONTRACT; and

**WHEREAS**, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

**NOW, THEREFORE**, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

#### 1. STATEMENT OF WORK

- 1.1 It is the intent of this Contract that Contractor shall provide such equipment and manpower to remove all hazards to life and property in the affected communities within the Town. Clean-up, demolition, debris removal will be limited to that which is determined to be in the interest of public safety and which is considered essential to the economic recovery

of the affected area. The Work shall consist of the removal of damaged vegetation, damaged and fallen trees, bushes and shrubs, broken and partially broken and severed tree limbs, untreated structural timber, untreated wood products, brush, and the clean-up and removal of such debris to an approved dumpsite.

- 1.2 CONTRACTOR shall furnish all equipment, tools, labor, equipment, and other necessary items for the performance of the work which shall be included in the unit price set forth in Paragraph 2 of this Contract. Debris, including fallen trees, which extends from the TOWN right-of-way onto private property, shall be cut at the point it intersects with the right-of-way, and the part of the debris which lies within the TOWN right-of-way shall be removed. The CONTRACTOR shall not enter upon any private property without the prior written approval of the TOWN or property owner. Debris that is classified as "household hazardous waste" shall not be transported under this Contract. For purposes of this Contract, the term "household hazardous waste" shall include but not be limited to, petroleum products, paint products, known or suspected hazardous materials such as asbestos, lead-based paint, and electrical transformer removed by others.
- 1.3 The CONTRACTOR shall conduct the Work so as not to interfere with the disaster response and recovery activities of the federal, state and local governments or agencies, or of any public utilities. Measurement for debris removal shall be by the cubic yard and may be predetermined by truck bed measurement based upon the interior dimensions of the truck's metal dump bed, if agreed upon by the parties in writing. In such event, the hauling capacity (in cubic yards) shall be recorded and marked on each truck or trailer with permanent markings, and each truck or trailer shall also be numbered for identification with a permanent marking. The TOWN shall have the right to inspect all debris removal operations of the CONTRACTOR and to verify quantities of debris at any time.
- 1.4 All debris shall be removed from each debris removal location by the CONTRACTOR and transported to a dumpsite approved by the TOWN. All dumping costs shall be paid by the TOWN. The CONTRACTOR shall coordinate with the dumpsite operator to facilitate effective dumping operations. All trucks used to haul debris shall be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Under no circumstances shall the CONTRACTOR mix debris hauled for third parties with debris hauled pursuant to this Contract.
- 1.5 CONTRACTOR shall keep written daily records and supporting documentation of the Work, specifically including a "Daily Report" describing the Work performed and the debris removed pursuant to this

Contract. The records of the CONTRACTOR shall satisfy the required report and record keeping requirements of the Federal Emergency Management (FEMA) necessary for the reimbursement of the reasonable costs and expenses of this Contract by FEMA to the TOWN. In addition, each truckload of debris shall be accurately measured and numbered and a "Debris Load Ticket" shall be prepared by the CONTRACTOR and contain at a minimum the following:

1. The Load Ticket Number;
2. CONTRACTOR'S Name;
3. Date of truckload;
4. Quantity of debris measured by the cubic yard;
5. Truck Identification Number or License Tag Number;
6. Name of Truck Driver;
7. Classification of Debris (i.e., Vegetation, burnable, non-burnable, mixed, other);
8. Location of Debris Removal;
9. Location of Debris Dumpsite;
10. Loading Time (debris site arrival time and departure time)
11. Dumping Time (dumpsite arrival time and departure time)
12. Name of Contract Monitor.

1.6 CONTRACTOR shall provide the TOWN with two copies of the completed Load Tickets, and shall retain a copy for the CONTRACTOR's records. The CONTRACTOR shall submit the Daily Report to the TOWN each day during the term of the Contract, which Daily Report shall contain the following minimum information:

1. CONTRACTOR'S name
2. Crew Members Names
3. Location of Work
4. Date of report
5. Daily and cumulative totals of debris removed.

1.7 Discrepancies between the daily report and the Debris Load Tickets shall be reconciled no later than the following day. Violation of the terms of this Paragraph 1 and its sub-parts shall constitute a material breach of the CONTRACT by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the CONTRACT and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate

1.8 CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. The CONTRACTOR shall provide all flag persons, signs, equipment, and other devices necessary to meet state, federal and local requirements. At a minimum, one flag person should be posted at each approach to the work area. The CONTRACTOR shall be responsible for taking corrective action in response to any notices

of violation issued as a result of the CONTRACTOR's operations or actions or omissions during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the TOWN.

2. **CONTRACT TERM; PERIOD OF PERFORMANCE**

2.1 Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue until terminated by the TOWN or renewed at the option of the TOWN. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN. No minimum or maximum number of hours is guaranteed by the TOWN.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT type may be changed only by a change order or written amendment.

3. **CONSIDERATION**

3.1 **Debris Removal.** The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing shall be **\$11.00 PER CUBIC YARD**, which includes the costs of transportation to the debris disposal site, but does not include dumping fees.

3.2 **Additional Optional Work:** Stump grinding shall be performed at the TOWN'S request at a cost of \$\_\_\_\_\_ (per stump) for each stump removed with 25 to 36 inch diameter base cuts. . Stump grinding shall be performed at the TOWN's request at a cost of \$\_\_\_\_\_ (per stump) for each stump removed with 37 to 48 inch diameter base cuts. . Stump grinding shall be performed at the TOWN's request at a cost of \$\_\_\_\_\_ (per stump) for each stump removed with 49 inch and larger diameter base cuts. The CONTRACTOR shall submit pay requests for completed work, and the TOWN shall have ten (10) days within which to disapprove a payment request. The TOWN shall pay the CONTRACTOR for performance under this Contract within thirty (30) days of the receipt of the pay request and verification of the Work by the TOWN.

4. **SUPERVISION OF THE WORK BY CONTRACTOR**

The CONTRACTOR, at all times during performance and until the work is completed and accepted, shall maintain a competent superintendent ("Project Manager") at the Site while work is in progress to act as the CONTRACTOR's agent. The Project Manager shall have the full authority to receive instructions from the TOWN and to execute the orders or directions of the TOWN, including promptly supplying any materials, tools, equipment, labor, and incidentals that

may be required. The Project Manager must speak and understand English fluently.

## 5. INSURANCE REQUIREMENTS

5.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage's in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverage's and minimum limits of liability:

- a. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- c. **BUSINESS AUTO LIABILITY** with minimum limits of \$3000,000, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

5.2 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACTOR. There shall be a 30 day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

5.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this CONTRACT includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

5.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with

the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

5.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverage's protect both parties as the primary insurance for any and all losses covered by the above described insurance.

5.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

5.7 Violation of the terms of this Paragraph 5 and its sub-parts shall constitute a material breach of the CONTRACT by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the CONTRACT and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

## 6. INDEMNIFICATION

6.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder. CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

6.2 TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

## 7. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the TOWN for the acts,

coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of any subcontractors proposed for the work for TOWN acceptance at the pre-construction conference. Thereafter, the CONTRACTOR shall not substitute any subcontractor without the prior written consent of the TOWN. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the TOWN.

8. **PERMITS AND LICENSES**

The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work. The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of CONTRACT commencement. Any delays in obtaining permits shall be brought to the attention of the TOWN without delay. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

9. **INSPECTION AND ACCEPTANCE OF THE WORK**

All work shall be subject to inspection by the TOWN at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the TOWN, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the CONTRACT requirements. No inspection by the TOWN shall be construed as constituting or implying acceptance. Unless otherwise provided in this CONTRACT, acceptance by the TOWN shall be made as promptly as practicable after completion and inspection of all work required by this CONTRACT, or that portion of the work, that the TOWN determines can be accepted separately.

10. **OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT**

The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN, until the CONTRACTOR has completed the work required under the CONTRACT as provided under Section 17. Inspection and Acceptance. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

11. **FORCE MAJEURE**

Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

12. **GOVERNING LAW AND VENUE**

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

13. **NO ASSIGNMENT**

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

14. **ATTORNEY'S FEES**

If either party utilizes legal action, including appeals at all levels, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

15. **INDEPENDENT CONTRACTOR STATUS**

The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

16. **INTEGRATION**

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN

representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

17. **TERMINATION FOR CAUSE AND DEFAULT**

In the event that the CONTRACTOR shall default in any of the terms of the CONTRACT, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within 10 calendar days, and that the default must be corrected to the satisfaction of the TOWN within 15 days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR fails to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and re-procurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.

18. **TERMINATION FOR CONVENIENCE OF TOWN**

Upon seven calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the CONTRACT for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the CONTRACT is terminated for the convenience of the TOWN, the notice of termination must state that the CONTRACT is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

19. **NON-EXCLUSIVITY**

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.

20. **FUNDING**

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN may terminate the CONTRACT pursuant to paragraph 18, above.

21. **SAFETY**

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a. All employees on the work site and all other persons who may be affected thereby.
- b. The work and all materials and equipment incorporated therein.
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

22. **NOTICE**

All notices and invoices to the TOWN shall be sent to the following address:

Town of Lake Park  
Director of Public Works  
650 Old Dixie Highway  
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

RKC Land Development Inc.  
7040 Seminole-Pratt Whitney Road, Suite 25-4,  
Loxahatchee, FL 33470  
(Tel.) (561) 791-7866  
(Fax) (561) 791-9219  
(E-mail) [rkclanddevelop@bellsouth.net](mailto:rkclanddevelop@bellsouth.net)

23. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

By: Vivian Mercedes Lemley  
Vivian Mercedes-Lemley, Town Clerk

TOWN OF LAKE PARK  
SEAL

FLORIDA

THE TOWN OF LAKE PARK

By: Desca DuBois  
Desca DuBois, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

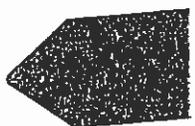
By: Thomas J. Baird  
Thomas J. Baird, Town Attorney

ATTESTED

By: Leslie Anderson  
Signature  
Leslie Garitsen  
Printed Name  
Office Manager  
Title

CONTRACTOR

By: Robert Carter  
Signature  
Robert Carter  
Printed Name  
President  
Title



D:\TJB\LP.General\Contracts\RKC Debris Removal 061108 TJB.doc

Certification  
I, Vivian M. Lemley, Clerk of the Town of Lake Park  
Florida, do hereby certify that the foregoing is a true  
and correct copy of the original instrument as contained in  
the Official records of the Town. Witness my hand and the  
Official Seal of the Town of Lake Park This  
19 day of June, 2008  
Town Seal  
Vivian M. Lemley  
Town Clerk

RESOLUTION NO. 34-06-08

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A DEBRIS REMOVAL CONTRACT FOR THE 2008 HURRICANE SEASON BETWEEN THE TOWN OF LAKE PARK AND RKC LAND DEVELOPMENT, INC.; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and RKC Land Development, Inc. ("Contractor") have agreed to Debris removal within the Town limits for the up coming Hurricane season; Starting June 1, 2008 thru November 30, 2008 for a cost of \$ 11.00 per cubic yard.

WHEREAS, the Town Commission has determined that it is in the best interest of the health, safety and general welfare of the Town and its citizens to enter into a Contract with RKC Land Development, Inc..

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**SECTION 1.**

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

**SECTION 2.**

That Mayor is hereby authorized and directed to execute the contract for Hurricane debris removal with RKC Land development Inc. .

**SECTION 3.**

This Resolution shall take effect immediately upon its adoption.

Certification  
I, Vivian M. Lemley Clerk of the Town of Lake Park Florida, do hereby certify that the foregoing is a true and correct copy of the original instrument as contained in the official records of the Town. Witness my hand and the Official Seal of the Town of Lake Park This 10<sup>th</sup> day of June, 2008  
Town Seal  
Vivian M. Lemley  
Town Clerk

TOWN OF LAKE PARK  
SEAL  
FLORIDA

The foregoing Resolution was offered by Vice-Mayor Daly, who moved its adoption. The motion was seconded by Commissioner Balius and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	/	—
VICE-MAYOR ED DALY	/	—
COMMISSIONER CHUCK BALIUS	/	—
COMMISSIONER JEFF CAREY	/	—
COMMISSIONER PATRICIA OSTERMAN	/	—

The Town Commission thereupon declared the foregoing Resolution NO. 34-06-08 duly passed and adopted this 18 day of June, 2008.

TOWN OF LAKE PARK, FLORIDA

BY: Desca Dubois  
DESCA DUBOIS  
MAYOR

ATTEST:

Vivian Mendez Lemley  
VIVIAN MENDEZ LEMLEY  
TOWN CLERK

TOWN OF LAKE PARK  
(TOWN SEAL)  
SEAL

FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird  
THOMAS J. BAIRD  
TOWN ATTORNEY

# TAB 3

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: April 21, 2010

Agenda Item No. 3

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD             |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |  |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Resolution to Revise the Town of Lake Park Uniform Classification System to Amend the Job Description for the Position of Librarian I

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *W. Davis* Date: 4/14/10

Name/Title \_\_\_\_\_

Date of Actual Submittal \_\_\_\_\_

<b>Originating Department:</b> Library	<b>Costs:</b> \$ -0-  Funding Source:  Acct. 700	<b>Attachments:</b> Copy of Resolution and Job Description
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input checked="" type="checkbox"/> Human Resources _____ <input checked="" type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>  KM  </u> :  Please initial one.

**Summary Explanation/Background:**

**Currently, a job description exists in the Town of Lake Park Uniform Classification System entitled Librarian I. The purpose of this item is to revise this job description to more accurately reflect the current duties and requirements of this position and to update the educational requirements in response to customer service needs, technical trends, and library best practices.**

**There will be no additional financial burden placed on the budget of the Town of Lake Park as a result of this action as the minimum annual salary for this position will remain at \$34,624.51 and the maximum annual salary will be reduced from \$54,653.13 to \$42,653.13, and the position of Librarian II has been vacated and will not be filled. The position of Librarian I is not filled at the moment; however, it will be filled on full-time basis.**

**RESOLUTION 17-04-10**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REVISING THE TOWN UNIFORM CLASSIFICATION SYSTEM TO AMEND THE JOB DESCRIPTION FOR THE POSITION OF LIBRARIAN I; PROVIDING FOR THE PUBLICATION OF AN UPDATED UNIFORM CLASSIFICATION SYSTEM; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park is a duly constituted municipality organized and existing under the laws of the State of Florida and Chapter 166, Fla. Stat; and

**WHEREAS**, the Uniform Classification System is based upon similarity of duties performed and responsibilities assumed, so that the same qualifications are reasonably required for the same schedule of pay, and are equally applied to all positions in the same class; and

**WHEREAS**, it is necessary to provide an updated listing of certain current titles and classifications within the Town service,

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, AS FOLLOWS:**

**Section 1.** The foregoing recitals are hereby incorporated as if fully set forth herein.

**Section 2.** The Uniform Classification System is revised to amend the job description for the position of Librarian I. A copy of the job description for this position is attached hereto as Exhibit A.

**Section 3.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	_____	_____
VICE-MAYOR PATRICIA OSTERMAN	_____	_____
COMMISSIONER KENDALL RUMSEY	_____	_____
COMMISSIONER STEVEN HOCKMAN	_____	_____
COMMISSIONER JEANINE LONGTIN	_____	_____

The Mayor thereupon declared the foregoing Resolution No. \*\*\* duly passed and adopted this 21<sup>st</sup> day of April, 2010.

TOWN OF LAKE PARK, FLORIDA

BY: \_\_\_\_\_  
DESCA DUBOIS  
MAYOR

ATTEST:

\_\_\_\_\_  
Vivian Mendez Lemley  
Town Clerk

(TOWN SEAL)

Approved as to form and legal  
sufficiency:

By: \_\_\_\_\_  
THOMAS J. BAIRD,  
TOWN ATTORNEY

<b>LIBRARIAN I</b>
--------------------

**JOB CODE: 310**  
**DEPARTMENT: LAKE PARK PUBLIC LIBRARY**

**CHARACTERISTICS OF THE CLASS:**

Under the direct supervision of the Library Director, the primary responsibility of this position will be the supervision of customer service in the Library's circulation desk area, providing basic information about Library materials as well as providing reference services to the public and Town employees and performing all aspects of cataloging duties. Responsible for the Circulation Desk and activities in support of all Library services. Work is performed independently as well as under immediate supervision and within specific limits of prescribed procedures and/or defined instructions. Performs other work as requested. This is an exempt position.

**EXAMPLES OF ESSENTIAL FUNCTIONS:**

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the Librarian I position.

1. Provides a variety of professional library services to the general public.
2. Provides customer service by answering reference inquiries, assisting patrons with research, assisting with the operation of computers and equipment, and recommending reading material using print, non-print and electronic resources.
3. Provides instructions and assistance in the use of all reference equipment and material.
4. Advises adults and children on book selections.
5. Provides readers' advisory services.
6. Assists with cataloging and collection development as directed.
7. Takes part in book ordering; stays informed of newly published books by mean of professional journals, reviews and other sources.
8. Recommends purchase of books.
9. Plans book displays and other exhibits.
10. Meets with schools and community organizations to stimulate use of Library services and conducts other public relation activities.

11. Conducts and plans story times and works with daycare providers and schools and assists in teen programming and markets all Library programs and services.
12. Prepares and maintains reports and statistical data, and participates in State Aid on-line reporting.
13. Performs special projects as directed.
14. Supervises circulation desk and youth programs.
15. Conducts training sessions for the public.
16. Stays abreast of current technology as related to library services.
17. Participates in team decision-making, staff development, and training.
18. Assumes responsibility for Library operations in the absence of the Library Director.
19. Follows established opening and closing routines pursuant to established Library procedures.
20. Performs other duties as assigned or directed.

#### **KNOWLEDGE SKILLS & ABILITIES:**

- Ability to follow oral and written instructions
- Ability to read, speak, write and understand the standard English language
- Ability to communicate effectively with a diverse population
- Ability to complete projects with accuracy
- Ability to establish and maintain effective and positive working relationships with Library patrons, associates and other Town staff
- Ability to manage several projects at once and adapt to changing needs and to work with frequent interruptions and maximum flexibility
- Ability to identify problems, collect data, establish facts, and draw valid conclusions
- Ability to interpret a variety of information and understand and synthesize several abstract and complex variables
- Ability to read, analyze, and interpret documents
- Ability to respond effectively to inquiries or complaints orally and in writing
- Ability to make effective presentations to management, public groups, and/or boards of directors
- Ability to resolve conflicts
- Ability to maintain confidentiality
- Ability to work a varied work schedule

## **MINIMUM REQUIREMENTS:**

### **1. Training and Experience:**

Masters Degree in Library and/or Information Science from a college or university program accredited by the American Library Association (ALA) and related experience .. Advanced computer and Internet skills, proficiency in the operation of modern office equipment and proficiency in Microsoft Office Suite components.

### **2. Physical Requirements:**

Work is performed in a library environment. Heavy lifting (50 pounds), push/pull of 100 pound carts, constant standing, walking, extensive close work, and extensive PC monitor work are required. Dexterity in the use of fingers, limbs or body in the use of office equipment is also required,

### **3. Environmental Requirements:**

Work is performed without exposure to adverse environmental conditions, e.g., dirt, cold, rain fumes, etc.

### **4. Sensory Requirements:**

Work requires color and form perception and discrimination.

### **5. Blood Borne Pathogens:**

Category II -- Minimal to No Risk of Exposure

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.

# TAB 4

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: April 21, 2010

Agenda Item No. 4

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
|---|---|

**SUBJECT:** Modify the Operating Hours of the Library

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager *M. Lewis* Date: 4/14/10

Name/Title	Date of Actual Submittal	
<b>Originating Department:</b> <b>Library</b>	Costs: \$ -0-  Funding Source:  Acct. 700	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input checked="" type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	
		Yes I have notified everyone _____ or Not applicable in this case ___KM___:  Please initial one.

**Summary Explanation/Background:** Due to budget constraints, the operating hours of the library were modified/reduced at the beginning of the Fiscal Year. One of the recommended changes was to close the library on Saturdays. We are now seven months into the modified schedule and we believe that it is in the best interest of our customers to modify the schedule again to re-open on Saturdays. In order to accomplish this staff is recommending the following hours of operation.

**Current Schedule**

**Monday ; 11:00 am – 7:00 pm**  
**Tuesday: 11:00 am – 7:00 pm**  
**Wednesday: 9:00 am - 5:00 pm**  
**Thursday: 9:00 am - 5:00 pm**  
**Friday: 9:00 am - 5:00 pm**  
**Saturday – CLOSED**

**Proposed Schedule**

**Monday – Noon to 8:00 PM**  
**Tuesday- Noon to 8:00 PM**  
**Wednesday: 9:00 am - 5:00 pm**  
**Thursday: 9:00 am - 5:00 pm**  
**Friday: 9:00 am – 1:00 pm**  
**Saturday: 9:00 am - 1:00 pm**

**There will be no additional financial burden placed on the budget of the Town of Lake Park as a result of this action since the total operational hours of the library has not increased.**

# TAB 5

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: **April 21, 2010**

Agenda Item No. **5**

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING                      | <input type="checkbox"/> RESOLUTION                |
| <input type="checkbox"/> Ordinance on Second Reading         |  |
| <input type="checkbox"/> Public Hearing                      | <input type="checkbox"/> DISCUSSION                |
| <input type="checkbox"/> ORDINANCE ON FIRST READING          | <input type="checkbox"/> BID/RFP AWARD             |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | <input checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other:                              |  |

**SUBJECT:** Letter of Support for Children's Home Society of Florida HUB Application.

**RECOMMENDED MOTION/ACTION:** approval

**Approved by Town Manager** *H. Davis* **Date:** *4/14/10*

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: <b>Letter</b> <b>Hub Project Summary</b>
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>A. [Signature]</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ <i>[Signature]</i> Or <b>4/14/2010</b> Not applicable in this case _____: Please initial one.

**Summary Explanation/Background:** Children's Home Society (CHS) is proposing to establish community hubs through a grant that is being submitted to Children's Services Council (CSC) through their CSC Hub Invitation To Negotiate (ITN). CHS plans to develop the Hubs in the CSC targeted zip code areas of Lake Park (33403), Lake Worth (33461, and West Palm Beach (33407). These areas have been targeted based on childhood outcomes related to healthy births, school readiness and abuse and neglect prevention. They are requesting a letter of support for developing a Hub in Lake Park. Staff supports this request for support.

## Children's Home Society of Florida Hub Project Summary

Founded in 1902, Children's Home Society of Florida (CHS) is the largest and oldest statewide not-for-profit, non-sectarian organization caring for vulnerable children in Florida. CHS was a founding member of the Child Welfare League of America and was instrumental in helping to pass Florida's first laws protecting children. It has been accredited since 1982 by the National Council on Accreditation. With 14 Divisions and more than 1500 staff, CHS has continued to provide effective solutions to build and support healthy families. During the last fiscal year, CHS has made a difference in the lives of more than 80,000 children and families throughout Florida. In Palm Beach County, the South Coastal Division of CHS offers a wide range of prevention and early intervention services reaching more than 20,00 children and families each year.

Children's Home Society (CHS) is proposing to establish community hubs through a grant that is being submitted to Children's Services Council (CSC) through their CSC Hub Invitation To Negotiate (ITN). CHS plans to develop the Hubs in the CSC targeted zip code areas of Lake Park (33403), Lake Worth (33461), and West Palm Beach (33407). These areas have been targeted based on childhood outcomes related to healthy births, school readiness and abuse and neglect prevention.

The Hub is to be a localized system of care focused on early childhood development and awareness, parent education/support and associated family support programs and activities. In order to accomplish this, the Hubs will provide key system development functions of outreach, engagement, coordination of services, navigation to resources, and developing partnerships and strategic alliances with local organizations.

Each Hub will serve as a convenient and accessible local resource for families and the community. It will serve as a center for other community service providers to meet with families, be open during hours that are convenient for families, provide parent education classes, and be a place for families to be connected to resources they need.

CHS envisions that the work of the Hub and its activities will be community directed through joint planning, participation and ownership by all who live and work in the community. CHS has worked with families in each of these communities over the years through a number of our programs. The South Coastal Division of CHS has a long history of providing community-based programs and anticipates that this history will include the success of the CHS Hubs.

It is the expectation that the Hubs will develop into local centers that serve as a key primary resource for parents and their children, as well as a strong unifying force for each community. CHS is planning to create an environment in each Hub where children and families are safe, supported, engaged and where parents and community members are involved in promoting an awareness of the importance of improving the lives of young children in the community.

April 14, 2010

Stephen Bardy, Executive Director  
Children's Home Society of Florida  
3333 Forest Hill Blvd.  
West Palm Beach, Florida 33406

Dear Mr. Bardy:

The Town of Lake Park is pleased to provide this letter of support for Children's Home Society of Florida (CHS) and its application to provide Hub Services for children and families in Lake Park zip code area 33403. CHS has a long history of providing services for families of young children and serving the needs of the community.

We offer our full support for CHS in its efforts to establish a community Hub in Lake Park in continuing its efforts to ensure the availability of and access to coordinated services to these children and families. We endorse the concept of the Hub to develop a coordinated and integrated, community-based system of care focused on increasing healthy births, decreasing child abuse and neglect and increasing school readiness in the community.

We look forward to cooperating, coordinating, and collaborating with the Children's Home Society of Florida to ensure that our mutual clients receive comprehensive and adequate services. We look forward to our continued collaboration to make our community stronger.

Sincerely,

Desca DuBois, Mayor  
Town of Lake Park

# TAB 6

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: April 21, 2010

Agenda Item No. 6

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION                       |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input type="checkbox"/> DISCUSSION                       |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> BID/RFP AWARD                    |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input checked="" type="checkbox"/> <b>CONSENT AGENDA</b> |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Proclamation supporting April as Sexual Assault Awareness Month

**RECOMMENDED MOTION/ACTION:** Approval

Approved by Town Manager *W. Davis* Date: \_\_\_\_\_  
*Vivian Lemly* \_\_\_\_\_  
 Name/Title Date of Actual Submittal

<b>Originating Department:</b>  Town Clerk	Costs: \$ 0.00 Funding Source: Acct. #	<b>Attachments: Proclamation, Memo</b>
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <u><i>VMC</i></u> <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u><i>n/a</i></u>  <b>Please initial one.</b>

**Summary Explanation/Background:** The Stop Dating Violence organization is asking municipalities around the country to declare April as Sexual Assault Awareness Month. Robert Alan Silverstein learned of this type of violence when his own daughter became a victim. President Obama last year issued a Presidential Proclamation for the very first time because of the attention in the media, government and civil society. Staff recommends approval of this proclamation.

**PROCLAMATION  
TOWN OF LAKE PARK, FLORIDA  
SEXUAL ASSAULT AWARENESS MONTH**

**WHEREAS;** sexual assault affect women, children and men of all racial, cultural and economic backgrounds; and

**WHEREAS;** in addition to the immediate physical and emotional costs, sexual assault may also have associated consequences of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders, and suicide; and

**WHEREAS;** sexual assault can be devastating for not only the survivor, but also for the family and friends of the survivor; and

**WHEREAS;** no one person, organization, agency or community can eliminate sexual assault on their own, but we can work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their significant others, and increase support for agencies providing services to victim/survivors; and

**WHEREAS;** Sexual Assault Awareness Month provides an excellent opportunity for citizens to learn more about preventing sexual violence;

**NOW, THEREFORE;** be it Resolved, That I, Honorable Desca DuBois, Mayor of the Town of Lake Park, Florida do hereby proclaim the month of April 2010, as Sexual Assault Awareness Month.

*IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 21<sup>st</sup> day of April , 2010.*

BY: \_\_\_\_\_  
*Mayor Desca DuBois*

ATTEST:

\_\_\_\_\_  
*Vivian Lemley, Town Clerk*



RECEIVED

# StopDatingViolence.org

PO Box 340, Roosevelt, NJ 08555-0340

bob@stopdatingviolence.org

609-462-9248

MAR 1 2010

BAKE PARK  
TOWN CLERK'S OFFICE

Dear Mayor,

**At least 25 Governors and over 200 municipalities in 45 states** declared proclamations and resolutions for February's Dating Violence Awareness Month, providing inspiration and opportunities for bringing communities together to address this serious issue.

February's widespread observances significantly point out the growing awareness about the national issue of violence against women. To help states, municipalities and agencies further the goals of the Violence Against Women Act, the US Department of Justice's Office of Violence Against Women has worked with Congress and the President to establish months designated to raise awareness about the four crimes included in the bill: domestic violence, sexual assault, dating violence and stalking. Domestic Violence Awareness Month has been observed nationally for years, but this year's Senate Resolution for Teen Dating Violence Awareness & Prevention Month, and the widespread observance by states and municipalities has helped raise attention about violence against women to a whole new level.



Now, as a nation, we have an opportunity to continue momentum with **April's Sexual Assault Awareness Month**. Last year, President Obama issued a Presidential Proclamation for Sexual Assault Awareness Month for the very first time, and because of attention on the issue by the media, government and civil society, it is expected that national, state and local participation will be even greater this year.

I learned about violence against women the hard way – my 19 year old daughter Emily was murdered by her ex-boyfriend 10 months ago. **Please help lead the way to ending violence against women by issuing a proclamation for April's Sexual Assault Awareness Month** and send me a copy by email or mail so that I can post it on the StopDatingViolence.org website. Thank you.

Sincerely,

Robert Alan Silverstein

### Sample Proclamation for Sexual Assault Awareness Month

WHEREAS, sexual assault affects women, children and men of all racial, cultural and economic backgrounds; and

WHEREAS, in addition to the immediate physical and emotional costs, sexual assault may also have associated consequences of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders and suicide; and

WHEREAS, sexual assault can be devastating for not only the survivor, but also for the family and friends of the survivor; and

WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own, but we can work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their significant others, and increase support for agencies providing services to victim/survivors; and

WHEREAS, Sexual Assault Awareness Month provides an excellent opportunity for citizens to learn more about preventing sexual violence;

NOW THEREFORE be it, Resolved, That I, \_\_\_\_\_, do hereby proclaim the month of April, 2010, as Sexual Assault Awareness Month in \_\_\_\_\_.

# TAB 7

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: **April 21, 2010**

Agenda Item No.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> <b>PUBLIC HEARING</b><br><input checked="" type="checkbox"/> <b>Ordinance on Second Reading</b><br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> <b>ORDINANCE ON FIRST READING</b><br><br><input type="checkbox"/> <b>GENERAL APPROVAL OF ITEM</b><br><br><input type="checkbox"/> Other: | <input type="checkbox"/> <b>RESOLUTION</b><br><br><input type="checkbox"/> <b>DISCUSSION</b><br><br><input type="checkbox"/> <b>BID/RFP AWARD</b><br><br><input type="checkbox"/> <b>CONSENT AGENDA</b> |
|---|---|

**SUBJECT:** Amendment to the Reasonable Accommodation ordinance clarifying the definition of "Qualifying Entity" and process for proof of disability

**RECOMMENDED MOTION/ACTION:** Adoption

Approved by Town Manager

*[Handwritten Signature]*

Date: 4/16/10

<b>Originating Department:</b> Community Development	Costs: \$ N/A  Funding Source:  Acct. #	Attachments: <b>Resolution</b>
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development <i>[initials]</i>	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ <i>[initials]</i> Or 4/16/2010 Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** There has been considerable confusion about the statement in the ordinance that states: "a qualifying entity *may* mean..." This amendment will clarify that statement by changing in it to "... all qualifying entities *shall* submit as part of an application... proof of the licensable service component the qualifying entity holds pursuant to Chapter 397, Florida Statutes." This will clarify for the magistrate the intent of the ordinance to require a qualifying entity to be licensed by the state. The second change requires the submittal of legal names and documentation of the specific handicap during the application process. **Second Reading.**

**ORDINANCE NO. 04 -2010**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AMENDING SECTION 78-6(1) OF THE LAKE PARK TOWN CODE ENTITLED "REASONABLE ACCOMMODATION PROCEDURES"; PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF THE TERM "QUALIFYING ENTITY"; PROVIDING FOR THE REQUIREMENT THAT THOSE SEEKING A REASONABLE ACCOMMODATION SUBMIT THEIR LEGAL NAMES AND PROOF OF THEIR DISABILITY OR HANDICAP; PROVIDING FOR THE AMENDMENT OF SECTION 78-6(1) TO REQUIRE QUALIFYING ENTITIES TO SUBMIT PROOF THAT THEY ARE LICENSED SERVICE PROVIDERS AS DEFINED IN SECTION 397.311(18), FLORIDA STATUTES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Article VIII, §2(b) of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the Town Commission of the Town of Lake Park, Florida (the "Town") has the home rule authority to establish such regulations as it deems necessary to advance and protect the health, safety, morals and general welfare of the Town; and

**WHEREAS**, the Town Commission has adopted provisions which have been codified in Chapter 78 of the Town Code pertaining to land use and zoning within the Town, including procedures to be followed by those seeking a reasonable accommodation from these provisions; and

**WHEREAS**, the Town Commission has previously adopted Ordinances Nos. 18-2007 and 16-09 which have been codified in Town Code Section 78-6 establishing reasonable accommodation procedures in the event a disabled individual(s) or a qualifying entity requests a reasonable accommodation from the Town's laws; and

**WHEREAS**, the Town Commission has determined that it is in the best interests of the

Town's residents to further clarify the meaning of the term "qualifying entity" to explicitly state that this term shall have the same meaning as the term "licensed service provider" as that term is defined by Section 397.311 (18), Florida Statutes ; and

**WHEREAS**, the Town Commission has determined that subsection (1) of Section 78-6, should be amended to clarify that reasonable accommodation applicants must submit their legal names and proof of the specific nature of their handicap or disability; and

**WHEREAS**, the Town Commission has determined that it is necessary to amend subsection (1) of Section 78-6, to require that any Qualifying Entity submitting an application on behalf of one or more handicapped or disabled individuals must submit proof of the licensable service component held by the Qualifying Entity pursuant to Section 397.311 (18), Florida Statutes ; and

**WHEREAS**, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety, and general welfare to amend Chapter 78, Article I, Section 78-6 (1) of the Town's Code, as more specifically provided herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1.** The foregoing recitals are adopted herein as true and correct and shall constitute the legislative findings of the Town Commission.

**Section 2.** Chapter 78, Article I, Section 78-6 (1) is hereby amended to read as follows:  
Sec. 78-6. Reasonable accommodation procedures.

(1) This section implements the policy of the town for processing requests for reasonable accommodation from the town's ordinances, rules, policies, practices, and procedures for persons with disabilities as provided by the federal Fair Housing Amendments Act (42 U.S.C. 3601 et. seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et. seq.) ("ADA"). For purposes of this section, a "disabled individual" or a "disabled person" means an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or a qualifying entity) may apply for a reasonable accommodation with

respect to the town's land use or applicable zoning district's laws, rules, land use policies, or other relevant practices and/or procedures as provided by the FHA and the ADA by submitting an application for a reasonable accommodation pursuant to the procedures set forth in this section. For purposes of this section, a qualifying entity ~~may shall mean~~ , ~~for some applications, an a~~ entity licensed by the Department of Children and Families as a Level 1-5 treatment service provider in the State of Florida as defined by Section 397.311 (18), Florida Statutes. All qualifying entities shall submit as part of an application for a reasonable accommodation, proof of the licensable service component the qualifying entity holds pursuant to Chapter 397, Florida Statutes. Applicants for a reasonable accommodation ~~either whether~~ individually, or, if applicable, through a qualifying entity, must submit ~~to the special magistrate~~ proof that he or she requires a reasonable accommodation because he or she is disabled and/or handicapped under the FHA and/or ADA, including the persons legal name and documentation demonstrating the nature of the handicap or disability.

**Section 3. Codification.**

The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the Town of Lake Park.

**Section 4. Severability.**

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 5. Repeal of Laws in Conflict.**

All ordinances or parts of ordinances of the Town of Lake Park, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon adoption.

# TAB 8

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: April 21, 2010

Agenda Item No. 8

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: Presentation | <input checked="" type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|--|--|

**SUBJECT:** Selection of an Audit Committee to evaluate proposals for independent audit services.

**RECOMMENDED MOTION/ACTION:** Approve resolution with selection of Commission member.

Approved by Town Manager *W. Davis* Date: 4/16/10  
*Anne M. Costello* 4/13/10  
 Name/Title Finance Director Date of Actual Submittal

<b>Originating Department:</b> <p style="text-align: center;"><b>Finance</b></p>	Costs: N/A  <b>Funding Source:</b> Acct. # _____	<b>Attachments:</b> <p style="text-align: center;"><b>Resolution</b></p>
<b>Department Review:</b> <input checked="" type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The Town's engagement with the current audit firm has ended and it is required by Section 218.391, *Florida Statutes* to establish an audit committee for the purpose of evaluating proposals received for independent audit services to perform the annual financial audit required by Section 218.39, *Florida Statutes*,

Section 218.391 of the Florida Statutes establishes the required procedures for the selection of auditors to perform the annual financial audits required by Section 218.39, Florida Statutes. This

section of law was amended by chapter 2005-32, Laws of Florida, effective July 1, 2005 to specify a consistent auditor selection process for all counties, municipalities, special districts, etc.

It is now law that an audit committee be appointed by the Town Commission for the purpose of selecting an auditing firm. While the composition of an audit committee is not specified in the law, the effectiveness of an audit committee is certainly dependent on the qualifications and skills of its members and the relationship to the members of the governing body. Additionally, the Town manager strongly feels that staff should not be a part of this committee. In considering the possible lack of qualified individuals in a small town, the law allows that qualified persons with experience in governmental financial reporting and auditing from outside sources independent of the Town Commission (i.e. the governing board) may be appointed to serve on the audit committee. Resolution No. 62-08-07 established that individual Commission Members can volunteer to serve as audit committee members with the assistance of qualified volunteers from neighboring municipalities. Auditor Selection Guidelines suggest: "The audit committee should have sufficient members for meaningful discussion and deliberation, but not so many as to impede its effectiveness. As a general rule, the minimum membership of the committee should be no fewer than three."

To help facilitate this process, staff has obtained a list of qualified volunteers from neighboring municipalities. Those individuals are; Mr. Matthew Pazanski, Finance Director for the Town of Juno Beach and Daniela Russell, Finance Department Manager at Seacoast Utility Authority.

A resolution is attached with a "blank" to be filled in for the volunteer member of the Commission that is appointed by the Commission.

**RESOLUTION NO. 18-04-10**

**A RESOLUTION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO IDENTIFY AND ENGAGE AN AUDIT COMMITTEE FOR THE PURPOSE OF SELECTING AN AUDITING FIRM AS REQUIRED BY FLORIDA STATUTE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, *Florida Statutes*; and

**WHEREAS**, Section 218.391, *Florida Statutes* now establishes required procedures for the selection of auditors to perform the annual financial audit required by Section 218.39, *Florida Statutes*; and

**WHEREAS**, the legislature now requires that an audit committee be appointed by the Town Commission for the purpose of selecting an auditing firm and that all audit committees should have no fewer than three members in order to have meaningful discussion and deliberation; and

**WHEREAS**, qualified persons with experience in governmental financial reporting and auditing from outside sources independent of the Town Commission (i.e., the governing board) may be appointed to serve on the audit committee; and

**WHEREAS**, the Town Commission adopted Resolution No. 62-08-07 which established that the audit committee be comprised of volunteer members of the Commission and qualified volunteers from neighboring municipalities; and

**WHEREAS**, the current contract period with the audit firm for independent audit services has ended; and

**WHEREAS,** The Town is issuing a request for proposals for independent audit services to perform the annual financial audit required by Section 218.39, *Florida Statutes* and will need to establish an audit committee to review the proposals received;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1:** The Town Commission hereby authorizes the Town Manager to implement an audit committee consisting of the following:

1. One volunteer member of the Commission and two qualified volunteers from neighboring municipalities;
2. The volunteer member of the commission, as appointed by the Town Commission shall be \_\_\_\_\_;

**Section 2.** This resolution shall take effect immediately upon adoption.

# TAB 9

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: **April 21, 2009**

Agenda Item No. **9**

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input checked="" type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|--|

**SUBJECT:** Select Date for Town Commission Workshop on Street Closures

**RECOMMENDED MOTION/ACTION:** Provide Direction

Approved by Town Manager W. J. Davis Date: 4/16/10

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

<b>Originating Department:</b> <b>Town Manager</b>	<b>Costs:</b> Funding Source: Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** Vice Mayor Osterman asked the Town Commission to consider placing a referendum question on the agenda asking the voters if they wish to close various streets for safety, security and traffic calming purposes. The Town Commission voted unanimously to place the question on the November ballot.

**To that end, staff contracted with a firm to perform traffic counts and met with Fire and Sheriff's Department officials in order to analyze which streets to recommend for closure. Staff has also estimated the cost for temporary barriers and attendant signage required for street closures.**

**Staff is recommending that a Commission Workshop be scheduled in order to discuss this matter thoroughly and to provide direction to staff. Possible dates to hold the workshop are April 28, May 26 or June 9.**

**After the Town Commission Workshop, staff suggests that workshops be scheduled with the public and staff will do so at the direction of the Town Commission.**

# TAB 10

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: April 21, 2010

Agenda Item No. 10

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION            |
| <input type="checkbox"/> Ordinance on Second Reading |  |
| <input type="checkbox"/> Public Hearing              | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> BID/RFP AWARD         |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input type="checkbox"/> CONSENT AGENDA        |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Defer Street Lighting Referendum Question to the March 2011 Election

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Town Manager W. Davis Date: 4/12/10

Name/Title \_\_\_\_\_

Date of Actual Submittal \_\_\_\_\_

<b>Originating Department:</b> Town Manager	<b>Costs:</b> Funding Source: Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The Town Commission directed staff to develop a Request for Proposal (RFP) in order to select a qualified firm to prepare a viable analysis which compares the cost and benefits of FPL street lighting vs. Town owned street lighting. The Commission's desire was to have the analysis performed in time to place a referendum

**question on the November 2010 ballot in order to allow the public to vote whether it wishes to pay for the cost to increase the level of street lighting.**

**Staff is of the opinion that there is inadequate time to hire a firm to perform a comprehensive analysis in time to place a referendum question on the November ballot. Staff is recommending that the Town Commission defer placing the referendum question on the ballot to the March 2011 election.**

# TAB 11

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: April 21, 2010

Agenda Item No. 11

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION            |
| <input type="checkbox"/> Ordinance on Second Reading |  |
| <input type="checkbox"/> Public Hearing              | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> BID/RFP AWARD         |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input type="checkbox"/> CONSENT AGENDA        |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Marina Advisory Board

**RECOMMENDED MOTION/ACTION:**

Approved by Town Manager *W. Davis* Date: 4/12/10

Name/Title

Date of Actual Submittal

<b>Originating Department:</b> Town Manager	<b>Costs:</b> Funding Source: Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** Commissioner Longtin requested that the Marina Advisory Board be discussed. Attached is the ordinance which governs the Marina Advisory Board.

## ARTICLE I. IN GENERAL

**Secs. 76-1—76-30. Reserved.**

## ARTICLE II. HARBOR MARINA ADVISORY BOARD\*

**Sec. 76-31. Created.**

A harbor marina advisory board of the town is hereby created.

(Code 1966, § 11-10.1; Ord. No. 23-1967, § I, 4-3-1967; Code 1978, § 8-16; Ord. No. 2-2004, § 2, 1-21-2004)

**Sec. 76-32. Composition.**

The harbor marina advisory board shall be composed of five members, with not less than two alternates. Four members of the harbor marina advisory board shall be residents of the town, and the fifth member may be a local area resident that works within the town. The harbor marina advisory board shall, whenever possible, have individuals with marine experience and shall be appointed by the town commission.

(Code 1966, § 11-10.2; Ord. No. 23-1967, § II, 4-3-1967; Code 1978, § 8-17; Ord. No. 2-2004, § 2, 1-21-2004)

**Sec. 76-33. Compensation.**

All members of the harbor marina advisory board shall serve without compensation.

(Code 1966, § 11-10.2; Ord. No. 23-1967, § II, 4-3-1967; Code 1978, § 8-18; Ord. No. 2-2004, § 2, 1-21-2004)

**Sec. 76-34. Terms of members.**

The terms of office for members of the harbor marina advisory board shall be for a period of three years; provided, however, that when originally appointed two members shall be appointed for a term of one year, two members for a term of

\*Cross reference—Boards and commissions, § 2-111 et seq.

two years, and one member for a term of three years, and all succeeding terms shall then be for terms of three years.

(Code 1966, § 11-10.2; Ord. No. 23-1967, § II, 4-3-1967; Code 1978, § 8-19; Ord. No. 2-2004, § 2, 1-21-2004)

**Sec. 76-35. Organization.**

The members of the harbor marina advisory board shall organize themselves and shall select a chairperson and a secretary from among their own members.

(Code 1966, § 11-10.3; Ord. No. 23-1967, § III, 4-3-1967; Code 1978, § 8-20; Ord. No. 2-2004, § 2, 1-21-2004)

**Sec. 76-36. Reporting to commission; assistance of officials and employees.**

The members of the harbor marina advisory board shall report directly to the town commission and shall meet as needed to provide advisory recommendations regarding issues or projects as requested by the commission or town manager regarding the progressive development and efficient operation of the Lake Park Harbor Marina. To that end, the town manager shall provide such operational support and assistance as the town manager may determine is required by the harbor marina advisory board for the effective performance of its assigned responsibilities.

(Code 1966, § 11-10.4; Ord. No. 23-1967, § IV, 4-3-1967; Code 1978, § 8-21; Ord. No. 2-2004, § 2, 1-21-2004; Ord. No. 11-2007, § 1, 7-18-2007)

**Sec. 76-37. Reserved.**

*Editor's note*—Section 2 of Ord. No. 11-2007, adopted July 18, 2007, repealed § 76-37. Former § 76-37 pertained to revision of Lake Park Harbor Marina master plan and derived from the 1966 Code; Ord. No. 23-1967, adopted Apr. 3, 1967; the 1978 Code; and Ord. No. 2-2004, adopted Jan. 21, 2004.

**Sec. 76-38. Reserved.**

*Editor's note*—Section 2 of Ord. No. 11-2007, adopted July 18, 2007 repealed § 76-38 in its entirety. Former § 76-38 pertained to review of rules and regulation for marina operation and control and derived from the 1966 Code; Ord. No. 23-1967, adopted Apr. 3, 1967; the 1978 Code; and Ord. No. 2-2004, adopted Jan. 21, 2004.

**Sec. 76-39. Reserved.**

**Editor's note**—Section 2 of Ord. No. 11-2007, adopted July 18, 2007, repealed § 76-39 in its entirety. Former § 76-39 pertained to continuous review; annual report to commission and derived from the 1966 Code; Ord. No. 23-1967, adopted Apr. 3, 1967; the 1978 Code; and Ord. No. 2-2004, adopted Jan. 21, 2004.

**Sec. 76-40. Advice to commission on specific matters.**

The town commission may direct the town manager from time to time to seek the advice of the harbor marina advisory board on specific matters to which the harbor marina advisory board shall make as prompt of a reply as possible to the request of the town commission, together with the description of the reasons for the recommendations which the harbor marina advisory board shall make.

(Code 1966, § 11-10.8; Ord. No. 23-1967, § VIII, 4-3-1967; Code 1978, § 8-25; Ord. No. 2-2004, § 2, 1-21-2004; Ord. No. 11-2007, § 1, 7-18-2007)

**Sec. 76-41. Reserved.**

**Editor's note**—Section 2 of Ord. No. 11-2007, adopted July 18, 2007, repealed § 76-41 in its entirety. Former § 76-41 pertained to general powers of the marina advisory board and derived from the 1966 Code; Ord. No. 23-1967, adopted Apr. 3, 1967; the 1978 Code; and Ord. No. 2-2004, adopted Jan. 21, 2004.

**Sec. 76-42. Reserved.**

**Editor's note**—Section 2 of Ord. No. 11-2007, adopted July 18, 2007, repealed § 76-42 in its entirety. Former § 76-42 pertained to purchases and contracts and derived from the 1966 Code; Ord. No. 23-1967, adopted Apr. 3, 1967; the 1978 Code; and Ord. No. 2-2004, adopted Jan. 21, 2004.

**Secs. 76-43—76-70. Reserved.****ARTICLE III. LAKE PARK HARBOR MARINA\*****Sec. 76-71. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Harbor marina manager* means any person, authorized by the town manager, to operate the marina for the town. The harbor marina manager shall report to, and be directly responsible to the town manager.

*Houseboat* means any flat-bottomed barge-like boat of whatever size or shape fitted for use as a floating dwelling, but not suited to rough water.

*Marina* means the Lake Park Harbor Marina.

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\*State law references—Shipping masters, F.S. ch. 308; protection of ports and harbors, F.S. ch. 309.

# TAB 12

**Town of Lake Park Town Commission  
Agenda Request Form**

**Meeting Date:** April 21, 2010

**Agenda Item No.** 12

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION            |
| <input type="checkbox"/> ORDINANCE ON SECOND READING | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> BID/RFP AWARD         |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input type="checkbox"/> CONSENT AGENDA        |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Volunteer Dinner

**RECOMMENDED MOTION/ACTION:**

Approved by Town Manager

*Dee Davis*

Date:

4/16/10

*Virginia Lemley*  
Name/Title

April 15, 2010  
Date of Actual Submittal

<b>Originating Department:</b>  Town Clerk	Costs: \$ 3,000  Funding Source: 100 – Comm.  Acct. # 34800	<b>Attachments:</b> Volunteer list; memo
<b>Department Review:</b> <input type="checkbox"/> Attorney _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____	<input type="checkbox"/> Grants _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PPSO _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> Recreation _____ <input checked="" type="checkbox"/> Town Clerk <i>VMC</i> _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>n/a</u>  <b>Please initial one.</b>

**Summary Explanation/Background:** Each year the Town Commission honors the volunteers and sponsors with a Volunteer Dinner. This year we are proposing a few dates in May or June, a band or disc jockey, and catering services from The Carving Station. The list of volunteers that will be invited has been provided for review. Any and all suggestions are welcomed.

# TOWN OF LAKE PARK

## MEMO

**To:** Maria Davis, Town Manager  
**From:** Vivian Lemley, Town Clerk  
**Date:** April 15, 2010  
**Subject:** Volunteer Dinner

Below are a few dates that staff is proposing in which to host the Volunteer Dinner:

Friday, May 21<sup>st</sup>; Friday, June 4<sup>th</sup>; Friday, June 11<sup>th</sup>

Staff is suggesting that the event take place in the Mirror Ballroom with catered food from The Carving Station. We will be serving a variety of refreshments including beer and wine. We are recommending a disc jockey for entertainment. Each volunteer will be honored with a certificate for their services.

We expect to spend approximately \$20.00 per person for the food, beverages, music, and other miscellaneous supplies.

Attached is the master list of volunteers that are being invited to the event. If anyone else should be included please let me know.

Master Volunteer List

Board/Committee Name	Which Members to invite	Total Number of Members
After School Volunteer	Teacher	1
AYSO	Director	1
Basketball Coach	Head Coach	1
Commission	Commissioners	7
Community Watch	President	1
COP - Citizens on Patrol	All Members	11
CRA Board	All Members	2
Football Coach	Head Coach	0
Friends of the Library	President	1
Gehring Group	President	1
Historical Society	President	1
Kiwanis	President	1
Library Board	All Members	5
Line Dancing	Lead instructor	1
Planning & Zoning	All Members	7
Little League Clinic	President	1
Grant - Filing	Volunteer	1
Community Development	Volunteer	1
Sponsors	All Members	20
	<b>Total</b>	<b>64</b>



# TAB 13

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: April 21, 2010

Agenda Item No. 13

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION            |
| <input type="checkbox"/> Ordinance on Second Reading | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD         |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> CONSENT AGENDA        |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |  |
| <input type="checkbox"/> Other:                      |  |

**SUBJECT:** Commissioner insurance coverage

**RECOMMENDED MOTION/ACTION:** Provide direction.

Approved by Town Manager

*Handwritten signature*

Date: 4/16/10

*Handwritten signature*

Name/Title Finance Director

4/13/10

Date of Actual Submittal

<b>Originating Department:</b>  Finance	Costs: \$ See attached spreadsheet  <b>Funding Source:</b> General Fund Contingency	<b>Attachments:</b> Cost spreadsheet
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** At the request of Commissioner Kendall Rumsey staff was requested to provide a cost estimate for providing health insurance coverage for the Commission at 50% of the cost. The attached spreadsheet illustrates the monthly premiums for the insurance benefits offered and the monthly cost for the Town and Commission.

**Town of Lake Park  
Insurance Premiums  
Effective October 1, 2009**

**HEALTH INSURANCE**

	Monthly Premium	Town	Commissioner
Employee	541.32	270.66	270.66
Empl. + Spouse	1,120.53	560.27	560.27
Empl. + Child(ren)	1,017.63	508.82	508.82
Family	1,718.68	859.34	859.34

**DENTAL INSURANCE**

Employee	35.88	17.94	17.94
Empl. + Family	103.08	17.94	85.14

**VISION INSURANCE**

Employee	4.29	2.14	2.15
Empl. + Family	16.39	2.14	14.25

Breakdown per Commissioner's request.