

**RESOLUTION NO. 52-07-07**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A DEBRIS REMOVAL CONTRACT FOR THE 2007 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, 2007 thru November 30, 2007 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.

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

|                                | AYE      | NAY |
|--------------------------------|----------|-----|
| MAYOR PAUL W. CASTRO           | <u>X</u> | ___ |
| VICE-MAYOR ED DALY             | <u>X</u> | ___ |
| COMMISSIONER CHUCK BALIUS      | <u>X</u> | ___ |
| COMMISSIONER JEFF CAREY        | <u>X</u> | ___ |
| COMMISSIONER PATRICIA OSTERMAN | <u>X</u> | ___ |

The Town Commission thereupon declared the foregoing Resolution NO. 52-07-07 duly passed and adopted this 18 day of July, 2007.

TOWN OF LAKE PARK, FLORIDA

BY:   
PAUL W. CASTRO  
MAYOR

ATTEST:

  
Vivian Mendez  
TOWN CLERK



Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

**RKC LAND DEVELOPMENT, INC**  
**13756 79<sup>th</sup> Court N**  
**West Palm Beach, FL 33412**  
**Outside Palm Beach County: 1-877-791-7866**  
**rkclanddevelop@bellsouth.net**  
**Phone: (561) 791-7866**  
**Fax: (561) 791-9219**  
**Proposal**

|                                     |   |
|-------------------------------------|---|
| To: Town of Lake Park               | June 4, 2007                            |
| Fax: 881-3349      Office: 881-3345 | VARIOUS LOCATIONS THROUGH OUT LAKE PARK |
| Attention: Joe Kroll                |   |

Scope of Work:

**RKC WILL:**

- At various locations through out Lake Park for Hurricane Clean up & Debris removal for the upcoming 2007 Hurricane Season @.....\$11.00 per cubic yard.
- 
- Additional optional work: REMOVAL OF STUMPS EXTRA TO THE ABOVE PRICE.

Unless otherwise stated, price quoted is based upon one move-in & one set up of equipment only. RKC 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.**

**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.

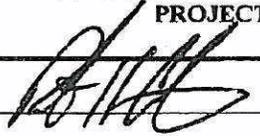
**Bid Amount: \_\_\_\_\_ NO RETAINAGE TO BE WITHHELD**

**Method of payment: net (30) thirty days. Pmt Date: \_\_\_\_\_**

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

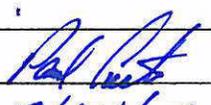
Proposal Submitted by: **RKC LAND DEVELOPMENT, INC.**

**PROJECT; UPCOMING HURRICANE SEASON 2007**

Accepted By: 

Contractor: \_\_\_\_\_

Robert K. Carter  
Date: June 6, 2007

Accepted by:   
Date: 7/18/07