Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 20, 2014, 7:40 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, August 20, 2014 at 7:40 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS
None

PUBLIC COMMENT:
None

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of August 6, 2014

Motion: Vice-Mayor Glas-Castro moved to approve the Consent Agenda; Commissioner O'Rourke seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:
2. Ordinance No. 11-2014 Amendment of Section 18-120 through 18-127 of the Code of Ordinances Related to Special Events

Town Manager Sugerman explained the item (see attached Exhibit "A").

Commissioner Flaherty asked for clarification of section 18-121 "Application deadline for permit; ~~specific uses;~~ conditions", regarding selling of holiday trees.

Town Manager Sugerman explained that section 18-121 of the ordinance does allow for the sale of holiday trees. He explained that the Community Development Director would be responsible for issuing special event permits. However if an applicant requires a waiver of Town imposed fees, or closure of any Town streets for more than a 24 hour period, such request must be approved by the Town Commission.

Mayor DuBois asked for clarification of section 18-120(b) regarding the amount of events that an applicant could conduct.

Town Manager Sugerman explained that each applicant could conduct up to four events.

Mayor DuBois asked if the intent of the ordinance were to avoid applicants from coming before the Commission for waivers.

Town Manager Sugerman stated that staff's interpretation was that they would try to handle all of the Special Event applications administratively, but that it was staff's understanding that the Commission wanted to control waiving of fees, closing of streets, and modifying signage.

The Commission discussed the 14-day signage requirement, and maintenance of traffic (MOT) in the ordinance.

Public Comment Open:
None

Public Comment Closed:

Motion: Commissioner O'Rourke moved to approve Ordinance 11-2014 on first reading; Vice-Mayor Glas-Castro seconded the motion.

Mayor DuBois suggested that flexibility be allowed for signage, but was not sure how that could be accomplished without rewriting the signage code.

Vice-Mayor Glas-Castro stated that signage has a limited effect and after a few days, you no longer notice it.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Attorney Baird read the Ordinance into the record by title only.

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:
None

OLD BUSINESS:

3. Resolution 21-08-14 Authorizing the Mayor to Execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association

Town Manager Sugerman explained the item (see attached Exhibit "B").

Human Resource Director Bambi Turner answered the Mayor's questions regarding the agreement.

Motion: Commissioner O'Rourke moved to approve Resolution 21-08-14; Commissioner Rapoza seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

NEW BUSINESS:

4. Approving an Addendum to the Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina

Town Manager Sugerman explained the item (see attached Exhibit "C").

Vice-Mayor Glas-Castro expressed concern with dedicating the last two slips identified in the agreement to Freedom Boat Club, not collecting rent for those slips for the next two months and then not making them available for the general public usage of those slips.

Commissioner Rapoza asked how Freedom Boat Club's business plan has been modified to generate additional members.

Dan Lund, majority owner of Freedom Boat Club explained that they had anticipated a larger volume of members from the former Freedom Boat Club located in Riviera Beach. Instead of members moving over from the old club, he was seeing brand new members buying into the club.

Commissioner O'Rourke asked the Commission to consider extending the timeframe from two months to three months.

Motion: Commissioner Flaherty moved to approve the addendum to the dockage agreement to lease slips to Freedom Adventures, LLC and extend the time when the Club needed to pay for the last two slips from two months to three months; Commissioner Rapoza seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro		X	
Mayor DuBois	X		

Motion passed 4-1.

5. Resolution No. 22-08-14 Amending the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Position of Administrative Assistant, Recreation Director, and Library Director

Town Manager Sugerman explained the item (see attached Exhibit "D").

Commissioner Flaherty asked if the Administrative Assistant was changed to a non-exempt position or was it always a non-exempt position.

Human Resource Director Turner explained that the Administrative Assistant position has always been non-exempt.

Commissioner Flaherty stated that he noticed that the Library Director position was required to attend Commission meetings. He asked if all department heads are required to attend Commission meetings.

Human Resources Director Turner stated that she believe all department heads are required to attend Commission meetings.

Motion: Commissioner Rapoza moved to approve Resolution 22-08-14; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

6. Resolution No. 23-08-14 Fiscal Year 2013/2014 Budget Adjustment Funding the Proposed Seawall Remediation

Town Manager Sugerman explained the item (see attached Exhibit "E").

Motion: Commissioner Rapoza moved to approve Resolution 23-08-14; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

After the Commission had taken their vote on this agenda item, Town Manager Sugerman further explained that this project was being sequenced over the next few Commission meetings. He stated that first, funds need to be appropriated in order to award contracts for this project. Now that funds have been appropriated, the Commission would be receiving recommendations for award of contracts for the different phases of the project at the next Commission meeting. He stated that the construction contract reflects the completion of the project in 120 days after award of the contract.

7. Authorizing the Mayor to Execute a Dockage Agreement with Palm Beach County for the Mooring of two Fire/Rescue Boats at the Lake Park Harbor Marina

Town Manager Sugerman explained the item (see attached Exhibit "F").

Motion: Commissioner Rapoza moved to approve the agreement; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird stated that the trial between Palm Beach County and the 14 municipalities over the funding of the Office of the Inspector General began Tuesday and was expected to last four days. He explained that it was not anticipated that Judge Brunson would issue a ruling at the end of the trail, but would most likely rule at a later

date. He stated that Attorney MacFarland was scheduled to meet with each of the Commissioners individually on Wednesday, August 27th. He asked that each Commissioner tell him which timeslot they preferred. The schedule is as follows, 1:30 p.m. Commissioner Rapoza; 2:30 p.m. Commissioner Flaherty; 3:30 p.m. Mayor DuBois; 4:30 p.m. Commissioner O'Rourke; 5:30 p.m. Vice-Mayor Glas-Castro. Mr. Baird also explained the settlement stipulation with the Citizens Awareness Foundation (see Exhibit "G") and asked the Commission to consider approving the same.

Motion: Commissioner O'Rourke moved to authorize the Mayor and Town Attorney to sign the settlement agreement; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Town Manager Sugerman had no comments.

Commissioner Rapoza explained that she had a positive experience when she visited The Brew House Gallery.

Commissioner O'Rourke explained that he runs the Lake Park writers critic group, which meets the last Saturday of each month at The Brew House Gallery.

Commissioner Flaherty thanked the Town Manager for spending time with him to discuss the budget. He asked the Mayor to explain the Sister Cities meeting that would be taking place tomorrow.

Mayor DuBois gave a brief explanation of the Sister City and their agenda for the August 21st meeting being hosted by the Town.

Vice-Mayor Glas-Castro explained that last week she attended the Florida League of Cities Annual Conference where she signed up again to serve on the Urban Administration Legislation Policy Committee. She stated that during the committee meeting they discussed what their legislative priorities are for the upcoming session. She explained that the committee discussed Sober Homes, red light cameras, homelessness, and the new topic this year was AirBNB. She explained that AirBNB is a low cost alternative to hotels for travelers. The committee discussed possible legislation of these types of booking websites as well as the e-cigarettes storefronts that could potentially turn into medical marijuana dispensing facilities. She stated that Broward County was working on legislation making medical marijuana facilities similar to an adult entertainment establishment so that distance requirements and other factors are

considered. She stated that she may be absent from the September 3rd meetings because she is scheduled to attend the Florida APA Conference.

The Commission discussed the Sober House legislation for the upcoming legislative session.

Mayor DuBois announced the Sister Cities meeting tomorrow from 4-6:00 p.m. Everyone is welcomed to attend. He stated that there are more Citizens on Patrol members. He stated that Club 100 Charities needs volunteers for afterschool and tutoring in English.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting was adjourned at 9:07 p.m.

Mayor James DuBois

Town Clerk, Vivian Mendez, CMC

TOWN OF LAKE PARK SEAL FLORIDA

Town Seal

Approved on this 3 of September, 2014

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, August 20, 2014,
Immediately Following the
Budget Workshop,
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Dale S. Sugerman, Ph.D.	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, CMC	—	**Town Clerk**

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/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS
None

D. PUBLIC COMMENT:
This time is provided for addressing 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.

E. 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.

1. Regular Commission Meeting Minutes of August 6, 2014 **Tab 1**

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:

2. Ordinance No. 11-2014 Amendment of Section 18-120 through 18-127 of the Code of Ordinances Related to Special Events **Tab 2**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:

None

H. OLD BUSINESS:

3. Resolution 21-08-14 Authorizing the Mayor to Execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association **Tab 3**

I. NEW BUSINESS:

4. Approving an Addendum to the Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina **Tab 4**

5. **Resolution No. 22-08-14 Amending the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Position of Administrative Assistant, Recreation Director, and Library Director** **Tab 5**

6. **Resolution No. 23-08-14 Fiscal Year 2013/2014 Budget Adjustment Funding the Proposed Seawall Remediation** **Tab 6**

7. **Authorizing the Mayor to Execute a Dockage Agreement with Palm Beach County For the Mooring of two Fire/Rescue Boats at the Lake Park Harbor Marina** **Tab 7**

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, September 3, 2014

Town of Lake Park Town Commission Exhibit "A"

Agenda Request Form

Meeting Date: August 20, 2014 **Agenda Item No.** Tab 2

Agenda Title: AMENDMENT OF SECTIONS 18-120 THROUGH 18-127 OF THE TOWN CODE OF ORDINANCES RELATED TO SPECIAL EVENTS.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING - ORDINANCE ON 1st READING
[ ] NEW BUSINESS
[ ] OTHER:

Approved by Town Manager DSS **Date:** 8/7/14

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ 0** Funding Source: Acct. # [ ] Finance _____	**Attachments:** ➔ **Ordinance __-2014**
Advertised: Date: ***N/A for 1st reading*** Paper: [ ] 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__***ND*** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

This Ordinance on first reading is proposing to: (1) provide for an extended review timeframe for special event permit applications, and (2) modify the language so as to have it more accurately reflect the special event review procedure. This item is not proposing any new procedures or fees other than the extended review timeframe mentioned above; however, it is proposing to address *more clearly* the special event permit application requirements and criteria for review. The changes being proposed by staff are found in redline format in the attached Ordinance.

Recommended Motion: I move to APPROVE Ordinance 11-2014 on 1st reading.

ORDINANCE NO. 11- 2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 18, ARTICLE IV, OF THE TOWN CODE ENTITLED "SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-120 TO SPECIFY WHEN A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR THE AMENDMENT OF SECTION 18-121 IDENTIFYING DEADLINES FOR THE SUBMISSION OF SPECIAL EVENT PERMIT APPLICATIONS; PROVIDING FOR THE AMENDMENT OF SECTION 18-122 SPECIFYING THE CRITERIA FOR THE REVIEW OF SPECIAL EVENT PERMITS; PROVIDING FOR THE AMENDMENT OF SECTION 18-123 TO REQUIRE APPLICANTS FOR SPECIAL EVENT PERMITS TO ARRANGE FOR SANITATION SERVICES FROM THE PUBLIC WORKS DEPARTMENT AND ESTABLISHING INSURANCE REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF SECTION 18-124 PERTAINING TO THE ISSUANCE OF PERMITS ONLY UPON MEETING ALL OF THE ESTABLISHED CRITERIA AND PAYMENT OF ALL FEES; PROVIDING FOR THE AMENDMENT OF SECTION 18-125 TO ELIMINATE THE REQUIREMENT TO PROVIDE A TRAFFIC CIRCULATION PLAN AND REPLACING IT WITH THE AUTHORITY TO REVOKE A SPECIAL EVENT PERMIT UPON THE DETERMINATION THAT THE CONDITIONS UPON WHICH THE PERMIT HAS BEEN ISSUED HAVE BEEN VIOLATED; PROVIDING FOR THE REPEAL OF SECTIONS 18-126 AND SECTION 18-127; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted general provisions pertaining to special event permits in the Town, which have been codified at Chapter 18, of the Code of Ordinances; and

WHEREAS, Town staff has recommended to the Town Commission that Sections 18-120 through 18-127 of Chapter 18 be amended to provide additional guidelines, controls, and standards for special event permits within the Town; and

WHEREAS, the Town Commission, has reviewed the recommendations of staff and has determined that amending Chapter 18, Article IV of the Code Town would further the public health, safety and general welfare.

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

Section 1. The whereas clauses are hereby incorporated as true and correct findings of fact of the Town Commission.

Section 2. Sections 18-120 through 18-127 are hereby amended as follows:

Sec. 18-120. ~~Purpose~~ Special event permit required.

(a) ~~Special events permits are issued by the town for events which may include but are not limited to, the following type of activities conducted within the town, which due to the nature and/or extensiveness of the event, may have an impact on the town or a portion of the town, which thereby warrants the requirement of a special event permit.~~ A special event permit is required when the activity being conducted is expected to impact the Town or a portion of the Town beyond the normal operations or operating hours of a business, neighborhood, park or other public property, or when the exterior of a property is utilized beyond its approved use. In some cases, special events may require the temporary installation of infrastructure. Examples of special events include; grand openings and special sales events for commercial and business uses; religious functions and other types of ceremonies, craft shows and fairs, festivals and holiday events, residential/neighborhood block parties, certain sports and recreation events and functions, fundraisers, events and functions held in town parks or on town property, and other resident or residential, business and commercial events that meet the criteria and requirements of this article. ~~and which the town's Community Development Director, in his/her sole discretion~~

~~determines will not be injurious to the public health, safety and general welfare of the town, and its residents, business owners, and visitors.~~

(b) Special events permits may be issued by the T~~t~~own for single use special events and for multiple special events not to exceed more than 12 special events per property per calendar year, with not more than 4 special events per calendar year per the same applicant , or any person or entity affiliated with a prior permit-holder. ~~notwithstanding any other existing town code provisions and other regulations which might otherwise prohibit the proposed special event.~~ Special events permits are not intended, nor shall the issuance of a special event permit by the T~~t~~own be deemed or construed to supersede existing zoning and other T~~t~~own regulations, or to effectuate or constitute a waiver of such regulations. ~~Not more than four special events permits shall be issued by the town to any aApplicant or any person or entity affiliated with a prior permit-holder, including individuals, businesses, commercial uses, and other types of aApplicants, in any single calendar year. Applicants, which are found to have attempted to circumvent this prohibition by using another person or entity as a qualifier or surrogate applicant, may be barred from applying for and obtaining another special events permit from the town for up to three years.~~

Sec. 18-121. Application deadlines for permit; ~~specific uses;~~ conditions.

Applications for a special events permit shall be submitted on forms provided by the Town to the ~~c~~Community ~~d~~Development ~~d~~Department for approval or denial. ~~A technically complete application~~ Applications must be submitted to the ~~c~~Community ~~d~~Development ~~d~~Department not less than 21~~14~~ calendar days prior to the date of the proposed special event. For special events held in Town parks, or on Town Property, an applicant shall ~~obtain~~ submit a special event permit ~~from~~ to the Town at least 60~~45~~ days in advance of the proposed special event. The ~~c~~Community ~~d~~Development ~~d~~Director ~~may~~ shall be responsible for issuing all special event permits, however, in the event that an applicant ~~but for permits that~~ requires either a ~~any one of the following: (1)~~ waiver of Town imposed fees; or ~~(2)~~ closure of any Town streets for more than a 24-hour period, such, ~~These~~ requests must be approved by the Town Commission. ~~approve special events permits, which have minimal impacts on surrounding uses. Uses which are determined by the Community Development Director to have potential significant impacts on surrounding uses shall require the approval of the town commission. Uses which typically have minimal impacts on surrounding uses include, but are not limited to, art, antique and craft shows, block (street) parties, and other neighborhood events, grand opening sales, outdoor fundraising events, outdoor religious ceremonies, sidewalk sales, tent~~

~~sales, Christmas holidaytree sales, lunch wagons, tent sales, and pumpkin sales. Applications for special events permits shall be submitted on forms prepared by the town and shall contain a detailed statement of the location(s), hours and dates of operation, and any other information deemed necessary by the Community Development Director to assist with processing the permit application. A copy of any contract between the applicant and any person providing rides, musical, theatrical and/or mechanical entertainment or amusement devices for the event shall also be submitted to the completed application. The Community Development Director or town commission TownCommission, whichever has f~~Final approval of a special event permit issued by either the Community Development Director or approved by the Town Commission ~~authority,~~ may impose conditions ~~of the permit approval~~ which are deemed necessary to protect or further the public health, safety, and general welfare.

Sec. 18-122. Criteria for review of permit.

(a) *Generally.* Prior to issuing a special events permit, the ~~c~~Community ~~d~~Development ~~d~~Director or designee ~~and/or the town commission~~ shall review the application for a special events permit and all other supporting documentation submitted by the applicant in conjunction with the following criteria and any additional relevant factors or considerations to determine whether a special event permit shall be issued by the T~~t~~own:

(1) Will the requested special event be injurious to the area involved or otherwise detrimental to the public health, safety and welfare?
~~If yes, does the benefit of granting the permit outweigh the potential negative or detrimental effects?~~

(2) Will any nuisance or hazardous feature or activity involved in the special event be suitably separated from adjacent uses? If yes, does the application adequately detail the methods and means to be used to buffer adjacent uses from the nuisance or harmful effects that the special event may generate, and does the ~~c~~Community ~~d~~Development ~~d~~Director concur that the applicant's proposal will be sufficient in this regard?

(3) Will excess vehicular traffic be generated on residential streets? If so, will off-duty law enforcement personnel be necessary? Are there other mitigating solutions which can be implemented to address the effects of excess traffic?

(4) Will a vehicular parking problem be created either internal or external to the site of the special event? If so, has the applicant provided any mitigation plan, such as off-site valet parking or other proposals to relieve anticipated parking problems?

(5) Will the special event have potential negative audible effects, and if so, to what extent, and has the applicant presented any noise mitigation plan with the application?

(6) Will the special event violate any other provisions of the Town Code, and if so, what Ccode sections are in conflict? ~~Will the benefit of granting the permit outweigh the effect of the violation(s) of the other requirements of other sections of the Town Code?~~

(7) Will the use be temporary in nature, and not include any permanent improvements? If permanent improvements are proposed and approved by the Ttown, the applicant may be required to transfer ownership of any improvements to the town via a bill of sale or other legal instrument.

(8) Will the impacts of nonresidential uses on residential properties be minimized, and if so how?

(9) Will any streets, roads, or rights-of-way be closed? ~~that may have significant impacts on the overall traffic patterns that cannot be adequately mitigated by an alternate~~ Has a Maintenance of Traffic (MOT) ~~circulation~~ plan been submitted? ~~If yes, what are the costs and expenses for the road closures and related measures that may be required to detour traffic such as law enforcement personnel directing traffic, barricades, etc., and h~~Has the applicant agreed to make the necessary arrangements and pay all related expenses in advance?

(10) Will any proposed signage comply with the sign code requirements of chapter 70 of this Code and has a separate signage application been submitted?

Sec. 18-123. Additional criteria~~onditions~~ for permit approval.

~~As appropriate, the town commission or the~~ The ~~c~~Community ~~d~~Development ~~d~~Director ~~may provide conditions for the permit approval. Conditions of permit approval~~ may impose conditions as part of the permit

approval which~~ of permit approval~~ may include, but are not limited to, the following:

(1) *Hours of operation.* Limitations on the hours of operation of the special event.

(2) *Noise limitations.* Noise limitations more restrictive than the provisions of the T~~t~~own C~~c~~ode which may be imposed to the protection~~for the benefit~~ of adjacent~~surrounding~~ uses.

(3) *Traffic control.* A Maintenance of Traffic (MOT) plan ~~To~~ ensure~~ing~~ adequate and safe traffic control, provisions for the placement of barricades, signage, or law enforcement personnel, will be required for all proposed street closures and must be provided~~ may be required~~ at the sole expense of the applicant. Any required traffic control and/or safety devices must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the ~~c~~Community ~~d~~Development ~~d~~Director for determination of compliance with any such condition.

(4) *Sanitary restroom facilities.* Sanitary facilities shall be provided at the sole expense of the applicant, and shall be placed in a location(s) which will not negatively impact ~~surrounding~~ adjacent properties. Any required sanitary facilities must be arranged for and pre-paid by the applicant prior to the issuance of the permit, and proof of same shall be submitted by the applicant to the ~~c~~Community ~~d~~Development ~~d~~Director for determination of compliance with any such condition.

(5) *Food and beverages.* The preparation and sale of food and beverages is prohibited unless a permit is obtained from the Palm Beach C~~c~~ounty H~~h~~ealth D~~d~~epartment, and any other regulatory bodies with jurisdiction. The applicant~~event organizer~~ is solely responsible for ensuring all food and beverage vendors are licensed.

(6) *Trash and garbage disposal.* Provisions for on-site garbage and trash containers and their disposal shall be provided in a location so as to prevent negative impacts on surrounding properties. All sites for special events shall be maintained in a neat and orderly manner, including the final collection and disposal of all wastes at the end of the special event. Applicants must make arrangements with the Town of Lake Park Public Works Department for special events held on public property, prior to the

issuance of a special event permit and the applicant is responsible for the pre-payment of required sanitation services.

~~(7) *Insurance.* Liability insurance, of at least $1,000,000.00, may be required to be obtained by the Aapplicant with the coverages and insurance provider to be approved by the town. Such liability insurance shall insure both the applicantApplicant and the town as an additional named insured.~~

(7)

Insurance. Insurance is required for events on Town property ~~only~~. Insurance coverage must be obtained by the applicant and evidenced by a certificate of insurance coverage with limits of $1,000,000 per occurrence and $2,000,000 aggregate, ~~and~~ naming the Town of Lake Park as the certificate holder and as an additional insured with respect to commercial general liability. If liquor is to be served at the special event, the certificate of insurance must include liquor legal liability insurance coverage usual to the insured's operations with the minimum limit of $1,000,000. Proof of insurance must be submitted prior to the issuance of the Special Event Permit. Applicants which are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(8) *Surety or bond.* A reasonable surety or a bond may be required to insure and secure any expenses that may be incurred by the Ttown as a result of the permitted special event.

(9) *Other applicable zoning regulations.* Special events shall comply with all other applicable regulations of the Town Code.

(10) *Building and sign permits.* Necessary building, sign, electrical, engineering, or similar permits shall be obtained prior to commencement of the~~a~~ special event.

(11) *Crowd control.* To ensure adequate and safe crowd control, provisions for security or law enforcement may be required by the Town's law enforcement services agency at the sole expense of the applicant.

(12) Non-profit organizations: A non-profit organization which proposes a special event shall submit the Certificate of Insurance along with the other information required in the application form.

(13~~2~~) *Other conditions.* ~~Any~~ ~~o~~Other ~~applicable~~appropriate conditions may be imposed by the Community Development Director, in conjunction with all reviewing departments, to ensure that the special event does not create a nuisance.

Sec. 18-124. Permit issuance.

Special events permits issued pursuant to this article shall only be issued ~~to the~~ , following the submittal of all required paperwork and payment of all required fees. ~~payment of the appropriate application fee to:~~

~~(1) A business, organization or individual possessing a valid town business tax receipt; or~~

~~(2) A town resident for a special event to be held at a residence located within the town or in or upon other public or private property within the town~~~~who has paid all the respective special event fees associated with the event; or(3) A business which does not operate a business in the Town, entity or an individual who is not a resident of the Town who has paid all the special event fees for the proposed event.~~

~~**Sec. 18-125. Traffic circulation plan.**~~

~~Applicant~~Applicants ~~submitting applications for special events to be located within the~~ a ~~public right-of-way of an arterial or collector road for a period of more than one day must be approved by the town commission~~~~Town Commission, and the applicant shall submit a traffic circulation plan which is subject to the review and final approval of the town commission.~~ Applicants ~~submitting applications for special events to be located within the public right-of-way of a local road, or within an arterial or collector road for one day shall also~~~~submit a traffic circulation plan~~~~The traffic circulation plan which shall be subject to the review and final approval of the Ttown staff, including, but not limited to, the Ttown Mmanager and the Ddirector of Ppublic Wworks.~~

Sec. 18-126~~5~~. ~~Cancellation~~ Revocation of permit.

A special events permit may be ~~canceled~~revoked by the ~~c~~Community ~~d~~Development ~~d~~Director upon a determination that~~at any time~~ if the terms or

conditions of the special events permit ~~are~~haves been violated or cannot be met. ~~If an Applicant cannot meet the conditions required for the issuance of the special events permit, the permit may be revoked.~~ If this determination is made during or after the event takes place, the applicant of the special event ~~In addition, an Applicant who does not abide by the conditions of a special event permit may~~ will be subject to the forfeiture of 50% of the deposit for events on Town property, or a $150 penalty for events on private property and will be subject to code enforcement proceedings as established in the Town Code. ~~When possible, all cancellations shall be in writing and sent by certified and regular mail to the applicant at the address listed on the special events permit application, and the cancellation notice shall state the reason for the cancellation.~~

~~**Sec. 18-127. Appeal of cancellation of permit.**~~

~~Any special events permit which is cancelled by the Community Development Director may be appealed in writing to the town commission within ten business days of the date of the issuance of the written notice of cancellation by the Community Development Director.~~

Section 3. **Severability.** If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 4. **Repeal of Laws in Conflict**. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. **Codification.** The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance maybe renumbered or re-lettered to accomplish such.

Section 6. **Effective date**. This Ordinance shall take effect immediately upon passage.

Town of Lake Park Town Commission Exhibit "B"

Agenda Request Form

Meeting Date: August 20, 2014 **Agenda Item No.** Tab 3

Agenda Title: Resolution Authorizing the Mayor to Execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [x] **OLD BUSINESS**
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 7/31/14

Pamela McKibben-Turner
Name/Title
HUMAN RESOURCES DIRECTOR

Originating Department: **Human Resources**	**Costs: $ -0-** **Funding Source:** **Acct. # 150-369-300** **[X] Finance** BKR **$126,621 in revenue will be credited to the Insurance Fund**	**Attachments: Resolution; Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association; Retained Earnings Allocation Worksheet; and, Copy of Agenda Item from October 2, 2013 Commission Meeting**
Advertised: Date: _____ Paper: _____ **[x] 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** **BMT** **Please initial one.**

Summary Explanation/Background:

On October 2, 2013, the Town Commission voted to consent to the final termination and dissolution of the South East Risk Management Association ("SERMA"), the former administrator of the Town's workers' compensation claims, and to the execution by the following member-municipalities of the Interlocal Agreement for Final Termination and Dissolution:

- City of Coconut Creek, Florida
- City of Lake Worth, Florida
- Town of Lake Clarke Shores, Florida
- City of Parkland, Florida

SERMA was generally terminated on September 30, 2008 and staff had been advised by Tim McCreary, President of Ascension Benefits and Insurance Solutions of Florida on behalf of SERMA's board of directors, that it was not necessary for the Town to execute the above Interlocal Agreement – i.e., consent by the Town Commission would be sufficient.

Just recently, staff has been advised that it is also necessary for the Town to execute the above Interlocal Agreement, which is attached as Exhibit A. Staff has also been advised that once the Interlocal Agreement has been executed by all member-municipalities, the Town will receive the retained earnings allocation of $126,621. A copy of the SERMA Retained Earnings Allocation Worksheet as of May 31, 2014 is attached as Exhibit B. For ease reference, a copy of the October 2, 2013 agenda item is attached as Exhibit C.

The purpose of this agenda item is to request approval of the Resolution authorizing the Mayor to execute the Interlocal Agreement for Final Termination and Dissolution of the South East Risk Management Association. Staff recommends approval.

Recommended Motion: **I move to adopt Resolution** 21-08-14.

EXHIBIT A

Exhibit A

INTERLOCAL AGREEMENT FOR FINAL TERMINATION AND DISSOLUTION OF THE SOUTH EAST RISK MANAGEMENT ASSOCIATION

This is an Interlocal Agreement ("Agreement") effective as of September 5, 2013, entered into by and among the CITY OF COCONUT CREEK, the CITY OF LAKE WORTH, the TOWN OF LAKE CLARKE SHORES, and the CITY OF PARKLAND, (collectively the "Current Members") each being a municipal corporation organized and existing under the laws of the State of Florida.

RECITALS

WHEREAS, the South East Risk Management Association ("SERMA") was established by Interlocal Agreement ("Initial Interlocal Agreement") effective October 1, 1994, by and among ten (10) Florida municipalities (later joined by the Town of Davie) (collectively, "Members", as defined in the Initial Interlocal Agreement) in order to provide for a cooperative intergovernmental risk management program among the Members; and

WHEREAS, as of September 30, 2008, SERMA was terminated pursuant to the provisions of Article VIb.10 of the Initial Interlocal Agreement and SERMA ceased to exist as an active risk management association; and

WHEREAS, the Current Members are the four (4) remaining Members of SERMA representatives of which currently comprise the membership of the Board of Directors of SERMA pursuant to Article XVII of the Initial Interlocal Agreement upon the general termination of SERMA effective as of September 30, 2008; and

WHEREAS, in addition to the Current Members, the following municipalities were signatories to the Initial Interlocal Agreement and were Members of SERMA during its term: the Town of Lake Park, the Town of Lantana, the Village of North Palm Beach, the City of Oakland Park, the City of Wilton Manors and the Town of Davie (the "Former Members"); and

WHEREAS, pursuant to Article XVII of the Initial Interlocal Agreement, and subsequent to the general termination date of September 30, 2008, the Board of Directors, comprised of representatives of the Current Members, has continued to meet as necessary to carry out the termination of the affairs of SERMA, including the settlement of all covered claims incurred during the term of SERMA; and

WHEREAS, the Former Members which have withdrawn from SERMA prior to its general termination as of September 30, 2008, have continued to maintain certain obligations and responsibilities pursuant to Article XVIIIc. of the Initial Interlocal Agreement; and

WHEREAS, it is the desire of the Current Members to provide for final dissolution of SERMA and to return all remaining open claims as of the date of dissolution to the Member and/or municipality from which the claim arose.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained and for the mutual welfare of all the governmental entities involved in SERMA, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Interlocal Agreement.

2. **Actions of Board of Directors**. As required by Article XVII – Termination of SERMA, the Board of Directors has continued to meet to carry out the termination of the affairs of SERMA, including the settlement of covered claims incurred during the term of SERMA. The Board has obtained and accepted an annual Independent Auditor's Report as of September 30, 2012 and has obtained an Actuarial Analysis relating to SERMA's reserve requirements, including IBNR, as of September 30, 2012.

3. **Administrator**. The parties hereto acknowledge that as of October 1, 2004 through the present time, SERMA has retained the services of Employers Mutual, Inc., a Florida corporation, now known as Ascension Benefits & Insurance Solutions of Florida (the "Company"), to manage the business affairs of SERMA and to administer its claims in accordance with the agreement entered into between SERMA and the Company (the "Administration Agreement"). The Administration Agreement shall terminate on and the Company's liabilities, duties and obligations pursuant to the Administration Agreement shall terminate on the Termination Effective Date (as defined below). After the Termination Effective Date, the Company shall have no further liability, duties or obligations to any Current Member of Former Member, including without limitation any duties or obligations with respect to any outstanding claims identified on Exhibit 1. For the avoidance of doubt, the Company shall have no obligation to generate reports or provide computer runs. Current and Former members will be responsible for the cost of returning all claims.

4. **List of Open Claims**. Attached hereto as Exhibit **1** is a list of open claims as of July 30, 2014, for each Current and Former Member. Execution of this Interlocal Agreement constitutes concurrence as to the information contained in said Exhibit **1** by each affected Current or Former Member.

5. **Final Dissolution of SERMA.** The Current Members hereby agree to dissolve SERMA, which entity shall cease to exist or to carry out any further activities or obligations pursuant to the Initial Interlocal Agreement. Such final dissolution shall be effective only upon the execution of this Interlocal Agreement by the Current Members and consented to by no less than four (4) Former Members of SERMA, the Termination Effective Date.

Upon dissolution, and in accordance with the Actuarial Analysis hereinabove described, all assets, liabilities and retained earnings will be distributed to each Current and Former Member including a return of, among other items, cash and open and closed files. Attached as Exhibit **2** is a SERMA Retained Earnings Allocation Worksheet as of September 30, 2012, identifying contributions, expenses, retained earnings allocation, reserves, and cash. Execution of this Interlocal Agreement shall constitute acceptance of

and agreement with the methodology in which to return all assets, liabilities and retained earnings contained in said Exhibit **2** by each Current or Former Member. It is noted that these assets, liabilities and retained earnings are ever changing as claims and expenses are paid. The final distribution is to be determined on said Termination Effective Date. Note that reinsurance recoveries and assets from SBA Fund B will be distributed as received.

6. **Future Adjudication of Claims**. Each Current and Former Member recognizes that the outstanding claims as identified on Exhibit **1** will be returned to the Current or Former Member, which municipality will be individually liable for the adjudications, settlement and all costs and expenses associated with such claim or claims.

7 **Release**. (a) Each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges each and every other Current and Former Member, their officers and employees, from and against any and all claims, demands, judgments, costs, losses and causes of action, and suits, arising in law or equity, arising from, out of, or by reason of the Initial Interlocal Agreement or this Interlocal Agreement, including claims by third parties.

(b) In addition, each Current and Former Member executing or consenting to this Interlocal Agreement hereby releases, remises, and forever discharges the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorney's fees and cost) in law or equity, arising out of, from, or by reason of the initial Interlocal Agreement, this Agreement, and/or Administrative Agreement, including claims by third parties. The release set forth in this paragraph shall survive the termination of this Agreement and the termination of the Administration Agreement. All parties agree that the Company shall be, and is hereby, named as an express third party beneficiary of this agreement, with full rights as such. The provisions of this paragraph 7(b) are in addition to the provisions regarding release, indemnification, defense, and hold harmless of the Company set forth in the Administration Agreement, which provisions shall survive termination of the Administration Agreement.

8. **Soveriegn Immunity**. Nothing contained herein is intended nor shall it be construed to waive any of the rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **Status of Interlocal Agreement**. This Interlocal Agreement shall supersede any and all conflicting provisions of the Initial Interlocal Agreement or the Bylaws adopted by the Board of Directors dated November 14, 2006.

10. **Venue and Governing Law**. Any claim, objection or dispute arising out of this Interlocal Agreement shall be litigated in the judicial circuit of the defendant Current or Former Member. The validity, construction and effect of this Interlocal Agreement shall be governed by the laws of the State of Florida.

11. **Attorney's Fees**. The prevailing party shall be entitled to an award of reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party including reasonable appellate fees and costs.

12. **Severability**. Should any part, term or provision of this Interlocal Agreement be decided by the courts to be illegal or in conflict with any other law of the State of Florida or any other part of this Interlocal Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

13. **Entire Agreement**. It is agreed among the parties that this Interlocal Agreement shall comprise the entire agreement containing all terms and conditions agreed to among the parties, and no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

14. **Execution and Effective Date**. This Interlocal Agreement shall be effective upon the date that 2/3 (i.e. 8) of the Current and Former Members have either executed, or consented to, as applicable, this Interlocal Agreement.

15. **Counterpart Signatures**. This Interlocal Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

16. **Filing of Interlocal Agreement**. Pursuant to the requirements of Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Court in and for Broward County, Florida, and Palm Beach County, Florida.

IN WITNESS WHEREOF, THE CITY OF COCONUT CREEK has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

_____
City Clerk

By:_____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF LAKE WORTH has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

_____
City Clerk

By:_____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE CLARKE SHORES has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

_____
City Clerk

By:_____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE CITY OF PARKLAND has made and executed this Interlocal Agreement on the 5th day of September, 2013, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

_____
City Clerk

By:_____,
Mayor

Approved as to form and legal
Sufficiency:

By: _____
City Attorney

IN WITNESS WHEREOF, THE TOWN OF LAKE PARK has made and executed this Interlocal Agreement on the _____ day of _____, 2014, duly authorized by Resolution No. _____, a certified copy of which is attached hereto, and duly executed by its authorized representatives.

ATTEST:

_____
Town Clerk

TOWN OF LAKE PARK

By:_____,
James DuBois, Mayor

Approved as to form and legal
Sufficiency:

By: _____
Town Attorney

EXHIBIT 1

As of 7/30/2014

Ascension

SERMA Loss Report- All Open Claims

City of Coconut Creek-SERMA

Claim LOB	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
GC	777000020945-001	GLPI	8/6/2004	FALCONER, STEPHANIE	$22,034.50	$24,465.50	$46,500.00	OL
VA	777000020898-002	BI	7/27/2004	GIGLIO, JOHN	$0.00	$1,000.00	$1,000.00	O
WC	7771000018167	LT	2/18/2001	COPPOLA, DOMINIC	$60,298.07	$98,201.93	$158,500.00	O
WC	7771010018558	BLT	8/15/2002	MARKLAND, ROBERT	$26,774.95	$75,225.05	$102,000.00	OL
WC	7771030019727	LT	6/22/2004	HARTNETT, JAYNE	$5,782.46	$171,717.54	$177,500.00	O
WC	7771040020022	LT	11/22/2004	CRISPIN, ROBERT	$47,984.18	$160,525.82	$208,510.00	O
WC	WC777-82007028228	BLT	5/29/2007	HARRISON, WILLIAM	$3,531.70	$62,548.80	$66,080.50	R
WC	WC777-82007079776	BLT	11/4/2007	WHITFORD, RYAN	$2,984.55	$42,665.45	$45,650.00	O
WC	WC777-82007080136	BLT	12/28/2007	THIVENER, KATHRYN	$32,225.15	$89,774.85	$122,000.00	OL
WC	WC777-82008080799	BLT	3/20/2008	MARKLAND, ROBERT	$23,564.23	$76,085.77	$99,650.00	OL
	Claim Count: 10			**Sum:**	**$225,179.78**	**$802,210.72**	**$1,027,390.50**	

City of Lake Worth-SERMA

Claim LOB	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	7770970016722	BLT	9/29/1998	WALDRON, CATHY	$65,792.85	$174,707.15	$240,500.00	O
WC	7770990017568	BLT	6/27/2000	BLOCK, WILLIAM	$7,885.13	$29,314.87	$37,200.00	O
WC	7771010018242	LT	12/21/2001	REESE, RUSSELL	$23,448.41	$79,561.59	$103,010.00	O
WC	7771020018717	LT	12/17/2002	ESTIME, GUEROLD	$14,331.93	$55,968.07	$70,300.00	R
WC	7771020019121	LT	9/4/2003	SPEERIN, GEORGE	$61,421.68	$162,878.32	$224,300.00	O
WC	7771030019754	BLT	6/29/2004	HANYECZ, APRIL	$23,444.67	$165,720.34	$189,165.00	R
WC	7771050020970	BLT	6/24/2006	BARRETT, ROBERT	$16,772.80	$95,527.20	$112,300.00	O
WC	7771050021264	M	12/10/2005	WHITE, KENNETH	$36,383.85	$31,116.16	$67,500.00	O

WC	7771060021173	LT	10/30/2006	HAMPSHIRE, PATRICK	$55,131.33	$355,168.67	$410,300.00	O
WC	7771060021220	BLT	12/29/2006	OWENS, SANDRA	$111,718.32	$145,281.68	$257,000.00	O
WC	WC777-72007074335	BLT	9/1/2007	MARTIN, ELAINE	$20,408.17	$99,445.83	$119,854.00	O
WC	WC777-72008081208	BLT	5/14/2008	NEVAD, JAMES	$7,430.19	$22,069.81	$29,500.00	R
	Claim Count: 12			**Sum:**	**$444,169.31**	**$1,416,759.69**	**$1,860,929.00**	

Town of Davie-SERMA

Claim LOB	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	7771050020842	BLT	3/29/2006	RUBIN, KEITH	$58,604.67	$206,005.33	$264,610.00	O
	Claim Count: 1			**Sum:**	**$58,604.67**	**$206,005.33**	**$264,610.00**	

Town of Lake Clarke Shores-SERMA

Claim LOB	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	WC777-82008082052	BLT	8/30/2008	ZIPNICK, CLIFFORD	$2,819.09	$71,880.91	$74,700.00	O
	Claim Count: 1			**Sum:**	**$2,819.09**	**$71,880.91**	**$74,700.00**	

Village of North Palm Beach-SERMA

Claim LOB	Claim Number	Claim Type	Date of Injury/Loss	Claimant Full Name	Outstanding Reserve Sum	Paid Sum	Incurred Sum	Claim Status
WC	7771020018859	LT	3/24/2003	FEDAK, RICHARD	$3,752.96	$979,068.99	$982,821.95	R
WC	7771040020161	BLT	2/27/2005	MATTINO, SALVATORE	$52,751.02	$64,248.98	$117,000.00	O
	Claim Count: 2			**Sum:**	**$56,503.98**	**$1,043,317.97**	**$1,099,821.95**	

GRAND TOTALS	*26*	*$787,276.84*	*$3,540,174.61*	*$4,327,451.45*

Town of Lake Park Town Commission Exhibit "C"

Agenda Request Form

Meeting Date: August 20, 2014 **Agenda Item No.** Tab 4

Agenda Title: Approving an Addendum to the Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at Lake Park Harbor Marina.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] **NEW BUSINESS**/RESOLUTION
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 7/31/14

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: Foregoing $3,060.00 of revenue to the Lake Park Harbor Marina. Funding Source: Acct. N/A [X] Finance BKR	**Attachments:** * Original Dockage Agreement. * Proposed Addendum
Advertised: Date: _____ Paper: _____ [X] 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: DSS or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

Freedom Adventures, LLC (dba Freedom Boat Club) has been operating their business at the Lake Park Harbor Marina since February of 2014. The original Dockage Agreement, approved by the Town Commission (copy attached) called for Freedom Boat Club to pay a monthly slip rental fee of $4,590.00 per month while initially leasing 6 slips, $6,120.00 per month for the leasing of 8 slips after the first 90 days of operation, and then $7,650.00 per month for the leasing of 10 slips after the first 180 days of operation. To date, Freedom Boat Club has not been able to successfully carry out their business plan, and the number

of memberships that it has sold are a little behind schedule. To that end, they are asking if they can have a little bit of relief in paying for the last two slips after 180 days of operation. They have asked for an extension of between three (3) and six (6) months.

This agenda item is to give consideration for approving an Addendum to the original Dockage Agreement to modify the requirement to rent 10 slips after 180 days of operation by extending that requirement out to 240 days (providing them relief of two months by having the rate increase to the next level after 8 months of operation instead of the originally agreed to 6 months of operation). If this Addendum is approved, the Marina would forgo $3,060.00 of revenue, compared to the rental rates that would be paid under the current Dockage Agreement.

Recommended Motion: I move to approve the Addendum to the February 14, 2014 Dockage Agreement to Lease Slips to Freedom Adventures, LLC (dba Freedom Boat Club) at the Lake Park Harbor Marina.

Town of Lake Park Town Commission Exhibit "D"

Agenda Request Form

Meeting Date: August 20, 2014 **Agenda Item No.** Tab 5

Agenda Title: Resolution to Amend the Town of Lake Park Uniform Classification System to Revise the Job Descriptions for the Positions of Administrative Assistant, Recreation Director, and Library Director

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 7/30/14

Bonnie McKibbon Turner
Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: Human Resources	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments: Resolution; Revised Administrative Assistant Job Description in Redline Format and Current Administrative Assistant Job Description; and, Revised Recreation Director and Library Director Job Descriptions in Redline Format**
Advertised: Date: _____ Paper: _____ **[x] 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** **BMT** **Please initial one.**

Summary Explanation/Background:

Revision of the Administrative Assistant Job Description:

Currently, a job description exists in the Town of Lake Park Uniform Classification System entitled Administrative Assistant. The purpose of this action is to revise and update this job description to more accurately reflect the current duties and requirement of this position.

A copy of the current Administrative Assistant job description and the redline version of the revised job description are attached.

Revision of the Recreation Director Job Description:

Currently, a job description exists in the Town's Uniform Classification System entitled Recreation Director. The purpose of this action is to revise this job description by changing the job title from Recreation Director to Recreation Manager, and to reflect that this position answers to the Deputy Town Manager.

A copy of the revised Recreation Director job description is attached in redline format.

Revision of the Library Director Job Description:

Currently, a job description exists in the Town's Uniform Classification System entitled Library Director. The purpose of this action is to revise this job description to reflect that this position answers to the Deputy Town Manager, and to make several housekeeping clarifications and corrections in the current job description.

A copy of the revised Library Director job description is attached in redline format.

There will be no additional financial burden placed on the budget of the Town as a result of these actions.

Recommended Motion: **I move to adopt Resolution** 22-08-14.

Town of Lake Park Town Commission

Agenda Request Form Exhibit "E"

Meeting Date: 8/20/2014 **Agenda Item No.** Tab 6

Agenda Title: **FISCAL YEAR 2013/2014 BUDGET ADJUSTMENT FUNDING THE PROPOSED SEAWALL REMEDIATION**

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 8/4/14

Blake K. Rane BKR **Finance Director**
Name/Title

Originating Department: **FINANCE**	Costs: See attachment "A" Funding Source: Acct. # [X] Finance ____BKR_____	**Attachments:** Resolution, Budget Adjustment Itemization (Attachment "A"),
Advertised: Date: _____ Paper: _____ [X] 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 _BKR_ **Please initial one.**

Summary Explanation/Background:

In preparation for the awarding of contracts for the remediation of the seawall, staff recommends that the approved Marina budget be amended. The engineering estimate of the cost of the construction is $440,000, the estimated cost of construction services is $66,000, and staff recommends a contingency of $44,000 (10% of the engineers estimate). This totals $550,000, as shown on the attached schedule (Attachment "A"). At the Mid-year Budget amendment $470,084 was appropriated for this project and the required new appropriation is estimated to be $79,916. Staff has created a separate account number to keep this significant project separate from all previous repair efforts and proposes moving the prior appropriation and the addition amount to the new account.

Recommended Motion:.

I move to adopt Resolution 23-08-14.

Town of Lake Park Town Commission

Agenda Request Form Exhibit "F"

Meeting Date: August 20, 2014 **Agenda Item No.** Tab 7

Agenda Title: Authorizing the Mayor to Execute a Dockage Agreement with Palm Beach County for the Mooring of two Fire/Rescue Boats at the Lake Park Harbor Marina.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] **NEW BUSINESS**
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 8/5/14

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Town Manager**	Costs: No cost. This action will generate slightly more than $12,000.00 per year for the Lake Park Harbor Marina Funding Source: N/A [ ] Finance _____	**Attachments:** Draft Dockage Agreement
Advertised: Date: _____ Paper: _____ [X] 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 *DSS* **Please initial one.**

Summary Explanation/Background:

Last year, the Town extended a courtesy to Palm Beach County Fire/Rescue by allowing them to moor one of their rescue boats at the Lake Park Harbor Marina for a few months at no cost to the County. Palm Beach County Fire/Rescue was so happy with the level of service that they received from our Marina and with the proximity of our facilities to their geographical area of responsibility, that they have decided that they would like to keep two Fire/Rescue vessels at the Marina on a more permanent basis. Therefore, they have asked to be provided with two slips, which they will pay for at the current annual rate of $17.00 per lineal foot of vessel.

The Town presented the County with our standard Dockage Agreement and asked the County to sign the same for their two vessels. Input from the County identified that our current standard Dockage Agreement doesn't quite fit a government-to-government relationship, especially as it relates to payment of sales tax, insurance requirements, and indemnity. To that end, the County has crafted a unique Dockage Agreement which, for the most part, reflects the current rules and regulations of our operations, but deals with the unique government-to-government issues.

The purpose of this agenda item is to authorize the Mayor to sign the attached Dockage Agreement which will authorize Palm Beach County Fire/Rescue to moor two vessels at the Lake Park Harbor Marina at a monthly rate of $17.00 per lineal foot of vessel. The agreement is for a period of one year, with two (2) one year renewals at the then best rate charged by the Marina.

Recommended Motion: I move to authorize the Mayor to execute the attached Dockage Agreement between the Town of Lake Park and Palm Beach County for the mooring of two Fire/Rescue vessels at the Lake Park Harbor Marina.

Exhibit "G"

SETTLEMENT AGREEMENT AND COMPLETE RELEASE

WHEREAS, CITIZENS AWARENESS FOUNDATION ("CAFI"), and the TOWN OF LAKE PARK, ("DEFENDANT") have agreed to resolve all claims or potential claims asserted in the action pending in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida styled Citizens Awareness Foundation, Inc., v. Lake Park, Fifteenth Judicial Circuit of Florida, Case No. 2014CA008117 AD (the "Action");

THEREFORE, in consideration of the mutual promises and covenants contained in this Settlement Agreement and Complete Release (the "Agreement"), for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. The aforementioned recitals shall be incorporated into this Agreement
2. Defendant shall pay $4761.00 (the "Settlement Funds") to the O'Boyle Law Firm, P.C. (the "Firm").
3. Defendant agrees to provide CAFI with a copy of the public records requested in the public records request dated on April 19, 2014 within five (5) days of execution of this Agreement.
4. Defendant represents and warrants that public records provided pursuant to Paragraph 2 are a fair and accurate representation of its original.
5. The Settlement Funds shall be paid to the Firm via wire transfer within five (5) days of execution of this Agreement.
6. CAFI shall, within five (5) days of receipt by the Firm of the Settlement Funds

dismiss the Action by filing a notice of voluntary dismissal with prejudice.

7. Expressly contingent on DEFENDANT making the payment required by this Agreement, CAFI does, for itself and for any and all persons, firms, corporations, and entities claiming by or through them, and for its successors and assigns, hereby fully release, relinquish, remise, waive and forever discharge, DEFENDANT, and its stockholders, officers, directors, general partners, limited partners, agents, members, managers, employees, attorneys, agents, successors and assigns, of and from any and every claim, demand, condition, injury or cause of action, known or unknown, for or on account of any claim of any nature whatsoever, but limited to claims which arose from or which are related to those referenced in the Action.

8. DEFENDANT does, for itself and for any and all persons, firms, corporations, and entities claiming by or through them, and for its successors and assigns, hereby fully release, relinquish, remise, waive and discharge, CAFI, and its stockholders, officers, directors, general partners, limited partners, agents, members, managers, employees, attorneys, agents, successors and assigns, of and from any and every claim, demand, condition, injury or cause of action, known or unknown, for or on account of any claim of any nature whatsoever, but limited to claims which arose from or which are related to those referenced in the Action.

9. Each party agrees to bear its own fees and costs incurred in the Action.

10. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings, written or oral,

between the parties pertaining to the subject matter. There are no other promises or agreements which shall be binding on the parties with respect to this subject matter unless contained in this Agreement.

11. This Agreement is made to avoid the uncertainty and expense of litigation and is not to be considered as an admission of liability, all liability being expressly denied by the parties.

12. The undersigned parties have read the foregoing and fully understand its terms, conditions and provisions and have had a full opportunity to review this Agreement with their attorneys.

13. This Agreement may be executed by the parties in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a signed Agreement. Facsimile signatures are binding on the parties as if they were original signatures.

EXECUTED this _____ day of July, 2014.

CITIZENS AWARENESS FOUNDATION, INC.

By:_____ By:_____

Its:_____ Its:_____

THE O'BOYLE LAW FIRM, P.C.

By:_____ By:_____

Nickalaus Taylor, Esq.
Attorney for Citizens Awareness Foundation, Inc.

Attorneys for Town of Lake Park