



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING (REVISED)
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 21, 2024 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Betty Resch

PLEDGE OF ALLEGIANCE: led by Commissioner Mimi May

AGENDA - Additions / Deletions / Reordering:

PRESENTATIONS: (there is no public comment on Presentation items)

- A. PBSO Crime Stats Update by Capt. Baer
- B. Presentation regarding PBSO Mobile Response Teams by Capt. Foley
- C. [Proclamation declaring May 10-16, 2024 as National Police Week](#)
- D. [Proclamation declaring May 19 - 25, 2024 as National Public Works Week](#)
- E. [Proclamation declaring May 20 - 27, 2024 as National Beach Safety Week](#)

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

CITY ATTORNEY'S REPORT:

- A. [House Bill 1365 and Enforcement of No Camping Ordinances](#)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [April 23, 2024 - special meeting](#)
- B. [April 30, 2024 - work session](#)
- C. [May 7, 2024 - regular meeting](#)

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

- A. [Settlement Agreement in Case No. 50-2024-CA-001350, City of Lake Worth Beach v ALC Home Services](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2024-05 - Second Reading – amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 3 “Permits,” Section 23.2-39 “Affordable/Workforce Housing Program” to provide minor changes for clarity to the Affordable/Workforce Housing Program Tiers](#)

- B. [Ordinance No. 2024-06 – Second Reading – amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping items and minor changes for clarity.](#)
- C. [Ordinance No. 2024-07 – Second Reading – amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-25 “Micro-units” to provide minor changes to the development standards for Micro-Units](#)

NEW BUSINESS:

- A. [Request from the Developer of the Residences of Lake Worth Beach to Waive the Required Sustainable Bonus Incentive Program Fee to the City](#)
- B. [Agreement with Brandano Display, Inc. for Downtown Decorative Lighting and Maintenance](#)
- C. [Agreement with RDK Assets, Inc. d/b/a RDK Truck Sales for the rental of waste removal collection vehicles](#)

UPCOMING MEETINGS AND WORK SESSIONS:

May 28 - utility meeting @ 6 pm
June 4 - regular meeting @ 6 pm

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 13-2023). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (F.S. 286.0105)

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.; and
- WHEREAS,** there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Palm Beach Sheriff's Office; and
- WHEREAS,** since the first recorded death in 1786, there are currently 24,067 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 19 members of the Palm Beach Sheriff's Office; and
- WHEREAS,** the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and
- WHEREAS,** 282 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 118 officers killed in 2023 and 164 officers killed in previous years; and
- WHEREAS,** the service and sacrifice of all officers killed in the line of duty was honored during the National Law Enforcement Officers Memorial Fund's 36th Candlelight Vigil, on the evening of May 13, 2024 as part of National Police Week, which will be observed this year May 10th-16th; and
- WHEREAS,** May 15 was designated as Peace Officers Memorial Day in honor of all fallen officers and their families, and U.S. flags was flown at half-staff.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

MAY 10 – 16, 2024
as
NATIONAL POLICE WEEK

and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 21st day of May, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** Public works infrastructure, facilities and service are of vital importance to the health, safety and well-being of the people of this community; and
- WHEREAS,** The support of an understanding and informed citizenry is vital to the efficient operation of public works systems and services such as water, sewer, storm water management, streets and highways, public buildings and grounds, parks, solid waste collection and waste processing; and
- WHEREAS,** The quality, safety and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skills of public works personnel; and
- WHEREAS,** The efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by people's attitudes and understanding of the importance of the work they perform; and
- WHEREAS,** The American Public Works Association has selected "Advancing Quality of Life for All" as its theme for 2024's National Public Works Week. Public works professionals advance the quality of life by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities dynamic places to live and work; and
- WHEREAS,** Public works contributes to advancing and enhancing our quality of life, no matter where we live in the world. Public works professionals provide essential services that lead to healthier, happier, more vibrant communities.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

MAY 19 – 25, 2024

as

NATIONAL PUBLIC WORKS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 21st day of May, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** The beautiful coastal and inland beaches of Lake Worth Beach represent a world- renowned recreational resource; and
- WHEREAS,** City of Lake Worth Beach residents and visitors alike are drawn to these beaches by the millions each year for water and beach activities; and
- WHEREAS,** The aquatic environment has dangers, particularly rip currents, that can be effectively managed through public awareness and the vigilance of professional lifeguards; and
- WHEREAS,** For reasons of public safety, an annual reminder of the joys and hazards associated with the aquatic environment are appropriate at the commencement of the busy summer beach season; and
- WHEREAS,** City of Lake Worth Beach residents and visitors alike must remember: learn to swim, swim near a lifeguard, swim with a buddy, check with the lifeguards, use sunscreen and drink water, obey posted signs and flags, keep the beach and water clean, learn rip current safety, enter water feet first, and wear a life jacket.

NOW, THEREFORE, I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

MAY 20 – 27, 2024

as

NATIONAL BEACH SAFETY WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 21st day of May, 2024.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 21, 2024

DEPARTMENT: City Attorney

TITLE:

House Bill 1365 and Enforcement of No Camping Ordinances

SUMMARY:

The City Commission requested additional information regarding House Bill 1365.

BACKGROUND AND JUSTIFICATION:

The legislature recently passed House Bill 1365 and it has been signed by the Governor. A summary of the Bill and its impacts on the City are provided.

MOTION:

None

ATTACHMENT(S):

Memorandum

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RUTH A. HOLMES

BEN SAVER

TANYA M. EARLEY

DANIEL HARRELL, OF
COUNSEL

MEMORANDUM

TO: Mayor Resch and Esteemed Commissioners

FROM: Office of the City Attorney

RE: **House Bill 1365 and Enforcement of No Camping Ordinances**

Date: May 10, 2024

House Bill 1365

On March 20, 2024, Governor DeSantis signed HB 1365. The bill, which will be codified at section 125.0231, Florida Statutes, takes effect October 1, 2024.

HB 1365 tasks local governments with preventing activities that may be associated with homelessness, such as utilizing a temporary outdoor habitation or sleeping overnight on public property. More specifically, HB 1365 prohibits local governments from authorizing or allowing persons to regularly engage in public camping or sleeping on public property. The phrase *public camping or sleeping* is defined as:

- a. Lodging or residing **overnight** in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of

personal belongings; or

b. Lodging or residing **overnight** in an outdoor space without a tent or other temporary shelter.

HB 1365 allows counties to establish and operate designated sleeping areas for persons experiencing homelessness. Such areas would have to meet basic health and safety requirements and would be overseen by the Department of Children and Families. If a county elects to designate such an area within the boundaries of a municipality, it can only do so with a majority vote of the municipality's governing body. HB 1365 does not require a municipality to establish or operate a designated sleeping area.

Beginning January 1, 2025, municipalities and counties can be sued by their residents, local business owners, or the Attorney General for authorizing or otherwise allowing public camping or sleeping as defined above. Before initiating a lawsuit, a plaintiff must give written notice of the alleged violation and five business days to cure it.

If the City receives such a notice, it can work with local law enforcement to reasonably address the matter and ideally prevent the lawsuit from moving forward. If a resident or business owner prevails in a civil action, the court may award them court costs, attorneys' fees, investigative costs, witness fees, and deposition costs.

HB 1365 does not explicitly make public camping or sleeping a violation of state law. Thus, in many cases, local governments may need to update their codes in order to fully implement the new legislation and address the defined conduct.

Section 7-9(i) of the Lake Worth Beach Code of Ordinances already prohibits anyone from camping within any park property or public property. Further, section 7-2(a) makes it unlawful for any person to enter and go upon any park or public property grounds in the city during times when said grounds are not opened for the public use.

Unless/until the courts weigh in on HB1365, these sections appear to be sufficient to enable the City to implement the new law. A cautious approach to enforcement is recommended while we await guidance from the courts.

We have searched for but have not found any legal challenges to HB 1365 at this time. We will continue to monitor the situation and provide updates if we become aware of any such challenge.

Constitutional Limitations on Enforcing No Camping Ordinances

In *Joel v. City of Orlando*, 232 F.3d 1353, 1362 (11th Cir. 2000), the Eleventh Circuit held a municipality's ordinance that prohibited camping/sleeping on public property did not violate the Eighth Amendment's prohibition on cruel and unusual punishment when the record undisputedly showed that when enforcing this ordinance, a large homeless shelter had "never reached its maximum capacity and that no individual has been turned away because there was no space available or for failure to pay the one dollar nightly fee." Thus, the court concluded "[t]he

ordinance in question here does not criminalize involuntary behavior. The City is constitutionally allowed to regulate where “camping” occurs, and the availability of shelter space means that Joel had an opportunity to comply with the ordinance.” *Id.*; see also *Martin v. City of Boise*, 920 F.3d 584 (9th Cir. 2019) (concluding that, as long as there is a greater number of homeless individuals than the number of available beds in shelters, a municipality is prohibited from prosecuting homeless individuals from involuntarily sitting, lying, or sleeping in public). Notably, in *Joel*, the municipality had a handbook to assist law enforcement with enforcing the ordinance, which noted that homeless persons should be advised of alternative, available shelter space. *Joel*, 232 F.3d at 1356.

In contrast, in *McCardle v. City of Ocala, FL*, 519 F.Supp.3d 1045 (M.D. Fla. 2021), the court enjoined the municipality from enforcing its trespassing and lodging ordinance against homeless individuals because in that case, law enforcement failed to inquire about shelter availability before enforcing the ordinance. *Id.* at 1052 (“The Court notes that if the ordinance is only enforced after making an inquiry of the availability of shelter space, then it only punishes the individual's conduct for failing to comply with the ordinance. If no such inquiry is made and the individual is arrested for merely sleeping outside and identifying themselves as homeless, then the ordinance unlawfully punishes the individual based on their homeless status.”).

Pursuant to these cases, a law enforcement officer should inquire whether there are any beds available for homeless individuals at local shelters, and advise such individuals of the availability of beds, before they can issue a trespass warning or make an arrest for sleeping in public parks or public property.

The United States Supreme Court recently granted certiorari in a Ninth Circuit case dealing directly with this issue. See *Johnson v. City of Grants Pass*, 72 F.4th 868 (9th Cir. 2023). Based on the oral arguments in this case, which were held on April 22, 2024, the Supreme Court may provide municipalities with greater leeway to enforce their no camping ordinances. We are following this case and will provide an update once the Supreme Court issues its ruling.

Please let us know if you have any questions.

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING - FINANCIAL UPDATES
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 23, 2024 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:59) Present were Mayor Betty Resch, Vice Mayor Sarah Malega, Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Glen Torcivia (via Zoom) and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (1:23) was led by Commissioner Mimi May.

NEW BUSINESS: (1:51)

A. ARPA update (1:55)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Diaz that the commission provide policy direction to staff to bring back to the commission in 30 to 45 days a written proposal from one or more qualified and experienced non-profit organizations showing a coordinated plan for reducing homelessness, substance abuse, mental health issues in LWB and specifically set aside 5% of the combined \$40 million from ARPA and the penny sales tax.

The meeting recessed at 7:11 PM and reconvened at 7:25 PM.

Action: Amended Motion made by Commissioner McVoy and seconded by Commissioner Diaz that the commission provide policy direction to staff to bring back to the commission in 45 to 60 days a written proposal from one or more qualified and experienced non-profit organizations showing a coordinated plan for reducing homelessness, substance abuse, mental health issues in LWB and not allocate, until the report was received, 4% of the combined \$40 million from ARPA and the penny sales tax.

Vote: Voice vote showed: AYES: Commissioners McVoy and Diaz. NAYS: Mayor Resch, Vice Mayor Malega and Commissioner May. **Motion failed.**

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor Malega to start the policy of unused and funds that get taken off the list in the future would come back to the dais to decide what would happen to the money and quarterly reports would be provided to the commission. **Motion changed to consensus that staff give direction for quarterly reports; the suggested policy was already in force.**

B. Discretionary Sales Tax Update (2:35:17)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve funding of \$125,000 for I.A. Banks cemetery.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None.

Action: Consensus to look into motion sensor lighting at the cemeteries.

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve funding the golf course cart paths for \$268,625.

Action: Amended Motion made by Vice Mayor Malega and seconded by Commissioner May to approve funding the golf course cart paths for \$268,625 and the golf course tees for \$253,040.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioner May. NAYS: Commissioners McVoy and Diaz.

Action: Motion made by Commissioner May and seconded by Vice Mayor Malega to approve funding the golf course cart paths for \$268,625 only.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None.

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve funding the street lighting for \$220,000.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None.

C. Discussion of the RFQ for the Development Professional Services for the Lake Worth Beach Municipal Beach Complex (4:15:57)

Action: Suggestions to add: more historical narrative, intracoastal to page 17, emphasis of historical importance of the pool, make it understandable to the public that the RFQ is for the overall project.

ADJOURNMENT: (4:46:54)

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Malega to adjourn the meeting at 9:52 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: May 21, 2024

Item time stamps correspond to the recording on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION – RFP EVALUATION PROCESS
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 30, 2024 - 5:00 PM**

The meeting was called to order by Vice Mayor Malega on the above date at 5:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:03) Present were Vice Mayor Sarah Malega, Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown (via Zoom), City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis. Mayor Betty Resch was absent.

PLEDGE OF ALLEGIANCE: (0:20) led by Commissioner Reinaldo Diaz.

UPDATES / FUTURE ACTION / DIRECTION:

A. Evaluation Committee Guidelines for City Commissioners (0:58)

ADJOURNMENT: (56:55)

The meeting adjourned at 5:34 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: May 21, 2024

Item time stamps correspond to the recording of the meeting on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 7, 2024 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:06 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:28) Present were Mayor Betty Resch, Vice Mayor Sarah Malega, Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Elizabeth Lenihan and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:52) was led by Commissioner Christopher McVoy.

PLEDGE OF ALLEGIANCE: (3:30) was led by Vice Mayor Sarah Malega.

ADDITIONS/DELETIONS/REORDERING: 4:04)

There were no changes to the agenda.

State Rep. Waldron was ill and unable to attend the meeting. The pre-agenda work session on May 10 has been rescheduled to 9:45 am.

PRESENTATIONS: (there is no public comment on Presentation items) (6:02)

- A. Legislative Update from Florida House Representative David Silvers and Florida Senator Bobby Powell (6:03)
- B. Proclamation declaring May 2024 as Haitian Heritage Month (52:30)
- C. Proclamation declaring May 2024 as Historic Preservation Month (57:36)
- D. Proclamation declaring May 2024 as Mental Health Awareness Month (1:02:15)
- E. Proclamation declaring May 5 - 12, 2024 as Days of Remembrance Week (1:07:07)
- F. Proclamation declaring May 5 - 11, 2024 as Municipal Clerks Week (1:10:54)
- G. Proclamation declaring May 5 - 11, 2024 as Soil Awareness Week brought forward by Commissioner McVoy (1:15:16)

COMMISSION LIAISON REPORTS AND COMMENTS: (1:21:02)

CITY MANAGER'S REPORT: (1:45:47)

Interim City Manager Brown provided the following report:

- the WMODA presentation on May 22 at the Hatch was sold out; there were weekly meetings being held with WMODA
- the playground at the beach was open
- the lifeguard towers would be replaced on May 16 and May 30 and there would be a shuttle from the lower to the upper parking lot
- there would be a presentation regarding the County mobile response at the May 21 meeting

- on May 31 at 6 pm, the historical markers would be installed at I.A. Banks Cemetery
- there would be a ribbon cutting for Memorial Field CDBG project in June
- work at the Osborne Center would begin on May 15
- the RFQ for the beach property would be finalized on May 9 as well as a discussion on artificial turf and the scope of services from the Tree and Landscape Board

Action: Consensus that any meetings at which action would be taken would begin at 6 pm.

The meeting recessed at 8:02 PM and reconvened at 8:16 PM.

CITY ATTORNEY'S REPORT: (2:10:09)

A. Sunshine Law, Public Records Law and Ethics Law

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:
(2:12:29)

APPROVAL OF MINUTES: (2:27:26)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve the following minutes:

- A. April 9, 2024 - special meeting
- B. April 12, 2024 - pre-agenda work session
- C. April 16, 2024 - work session
- D. April 16, 2024 - regular meeting

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioners McVoy, May and Diaz. NAYS: None.

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)
(2:27:37)

Action: Motion made by Commissioner May and seconded by Commissioner McVoy to approve the Consent Agenda.

- A. Agreement with Advanced Data Solutions to provide digitizing of property files
- B. Proclamation declaring May 2024 as Asian and Pacific Islander Heritage Month

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioners McVoy, May and Diaz. NAYS: None.

PUBLIC HEARINGS: (2:27:49)

- A. Ordinance No. 2024-05 - First Reading – amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 3 “Permits,” Section 23.2-39 “Affordable/Workforce Housing Program” to provide minor changes for clarity to the Affordable/Workforce Housing Program Tiers
(2:27:50)

City Attorney Lenihan read the ordinance by title only:

ORDINANCE 2024-05 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH,

FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” SECTION 23.2-39 “AFFORDABLE/WORKFORCE HOUSING PROGRAM,” AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve Ordinance No. 2024-05 on first reading and set the second reading and public hearing for May 21, 2024.

Vote: Voice vote showed: AYES: Mayor Resch and Commissioners McVoy and Diaz. NAYS: Vice Mayor Malega and Commissioner May.

B. Ordinance No. 2024-06 - First Reading – amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping items and minor changes for clarity (2:28:00)

City Attorney Lenihan read the ordinance by title only:

ORDINANCE 2024-06 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS”, ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2 “DEFINITIONS”; SECTION 23.1-12 – DEFINITIONS; ARTICLE 2 ‘ADMINISTRATION,” DIVISION 3 “PERMITS,” SECTION 23.2-28 ADMINISTRATIVE ADJUSTMENTS/ ADMINISTRATIVE USE PERMITS; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-7 – SF-R - SINGLE-FAMILY RESIDENTIAL, SECTION 23.3-8 – SF-TF 14 - SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL, SECTION 23.3-10 – MF-20 - MULTI-FAMILY RESIDENTIAL, SECTION 23.3-11 – MF-30 – MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL, AND SECTION 23.3-12 – MF-40 – HIGH DENSITY MULTI-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 3, “MIXED USE DISTRICTS,” SECTION 23.3-13 – MU-E – MIXED USE EAST AND SECTION 23.3-16 – MU-FH – MIXED USE – FEDERAL HIGHWAY; ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-3 EXTERIOR LIGHTING, SECTION 23.4-4 FENCES, WALLS AND GATES, SECTION 23.4-16 MECHANICAL SYSTEMS/EQUIPMENT FOR EXISTING RESIDENTIAL STRUCTURES, AND SECTION 23.4-19 OUTDOOR STORAGE AND OPEN-AIR OPERATIONS; ARTICLE 5 “SUPPLEMENTAL REGULATIONS,” SECTION 23.5-1 SIGNS AND SECTION 23.5-4 HISTORIC PRESERVATION; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to extend the meeting until 11 pm.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioners McVoy, May and Diaz. NAYS: None.

Action: Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve Ordinance No. 2024-06 on first reading and set the second reading and public hearing for May 21, 2024.

Action: Amended Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve Ordinance No. 2024-06 on first reading and set the second reading and public hearing for May 21, 2024 with the following changes:

- broader definition of string lights
- eliminating the holiday requirement
- having staff bring back a definition to deal with nuisance, blinking or flashing
- deletion of a portion of a sentence regarding demolition notice to the HRPB

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioners McVoy, May and Diaz. NAYS: None.

C. Ordinance No. 2024-07 - First Reading – amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-25 “Micro-units” to provide minor changes to the development standards for Micro-Units (3:50:10)

City Attorney Lenihan read the ordinance by title only:

ORDINANCE 2024-07 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-25 “MICRO-UNITS,” AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve Ordinance No. 2024-07 on first reading and set the second reading and public hearing for May 21, 2024 including reducing the minimum number of units to ten and allowing for a project to provide double the common area element versus providing the mixed-use element.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioners McVoy, May and Diaz. NAYS: None.

UNFINISHED BUSINESS: (3:55:39)

A. Discussion regarding the city manager residency requirement brought forward by Commissioner May

Action: Direction for staff to bring recommendations back to a future meeting.

NEW BUSINESS: (4:07:42)

A. Business Advisory Board Update and Discussion (4:07:55)

Action: Consensus that the BAB provide recommendations to the city commission regarding minor site plan revisions and professional advice on how to be more business friendly.

B. Purchase and Sale Agreement with the Lake Worth Beach Community Redevelopment Agency for 304 S F Street (4:24:13)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner Diaz to approve the Purchase and Sale Agreement with the Lake Worth Beach Community Redevelopment Agency for 304 S F Street.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioners McVoy, May and Diaz. NAYS: None.

C. Work Order #7 with B&B Underground Construction, Inc. to install new emergency water interconnect with Town of Lantana (4:26:34)

Action: Motion made by Commissioner May and seconded by Commissioner Diaz to approve Work Order #7 with B&B Underground Construction, Inc. to install new emergency water interconnect with Town of Lantana.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioners McVoy, May and Diaz. NAYS: None.

D. Construction Contracts with The Paving Lady Inc., M & M Asphalt Maintenance Inc., and Wynn & Sons Environmental Construction Co. for Annual Paving, Concrete, Striping, and Associated Restoration Work (4:26:25)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner May to approve the Construction Contracts with The Paving Lady Inc., M & M Asphalt Maintenance Inc., and Wynn & Sons Environmental Construction Co. for Annual Paving, Concrete, Striping, and Associated Restoration Work.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioners McVoy, May and Diaz. NAYS: None.

UPCOMING MEETINGS AND WORK SESSIONS:

May 9 - special @ 5 pm
May 10 - pre-agenda work session @ 9:45 am
May 15 - budget work session #1 @ 9 am
May 21 - regular @ 6 pm

ADJOURNMENT: (4:28:01)

Action: Motion made by Vice Mayor Malega and seconded by Commissioner McVoy to adjourn the meeting at 10:34 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor Malega, and Commissioners McVoy, May and Diaz. NAYS: None.

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, MMC, City Clerk

Minutes approved June 4, 2024

Item time stamps correspond to the recording on YouTube.

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 21, 2024

DEPARTMENT: City Attorney

TITLE:

Settlement Agreement in Case No. 50-2024-CA-001350, City of Lake Worth Beach v ALC Home Services

SUMMARY:

The City had previously commenced a foreclosure action relative to the property located at 719 S C St. The Settlement Agreement proposes that after receiving \$52,500 from the Defendant, the City will dismiss its foreclosure action and release all code liens on the subject property.

BACKGROUND AND JUSTIFICATION:

Shortly after filing the foreclosure action, the Defendant indicated its desire to enter into settlement negotiations to resolve the matter. The total amount of the City's lien on the property and the City's costs in a recent remedial case involving the property is \$96,117.29. The property is currently in compliance with the City Code. After several rounds of negotiations, Defendant agreed to a payment of \$52,500 made within sixty days of the effective date of the Settlement Agreement. In return, the City would dismiss the foreclosure action and release all code liens at the subject property.

If the payment is not timely made, the City will move forward with its foreclosure action.

MOTION:

Move to approve/disapprove the Settlement Agreement with ALC Home Services.

ATTACHMENT(S):

Settlement Agreement

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made as of _____ by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (the “City”) and ALC Home Services LLC (“ALC Home Services”), a Florida limited liability company.

WHEREAS, ALC Home Services holds fee simple title to the property located at 719 S C St., Lake Worth Beach, FL 33460 (the “Property”); and

WHEREAS, the City has a code enforcement lien on the Property as a result of Code Enforcement Case No. 22-00001779; and

WHEREAS, on February 12, 2024, the City filed a Complaint to Foreclose Municipal Lien against ALC Home Services in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, Case No. 50-2024-CA-001350XXXAMB (the “Complaint”), relating to the Property; and

WHEREAS, the Property is currently in compliance with the City’s Code of Ordinances; and

WHEREAS, the City and ALC Home Services desire to amicably resolve the Complaint through an out-of-court settlement; and

WHEREAS, the City finds that this Agreement serves a valid public purpose, is appropriate and is in the best interest of the health, safety, and welfare of the City, its residents, and visitors.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the City and ALC Home Services agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. ALC Home Services agrees to pay and remit to the City a total of FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500) within sixty (60) days of the effective date of this Agreement.
3. If ALC Home Services completes its obligations under this Agreement, the City will:
 - a. File a dismissal, with prejudice, of the Complaint with each party bearing their own fees and costs; and
 - b. Close, comply, release, and deem satisfied any obligations, monetary or otherwise, that ALC Home Services owes to the City arising out of or relating to the following code enforcement cases and liens:

- i. Code Enforcement Case 22-00001779, ORB 33967, Page 1833
- ii. Code Enforcement Case 24-00000011

4. Further, all code enforcement claims the City had, has, or could have asserted through the date of this Settlement Agreement are released, and the City acknowledges such code enforcement claims were not previously assigned to any other person or entity. The City may initiate any code enforcement case for any condition or violation existing on the Property after the date of this Agreement.

5. This Agreement is made in the State of Florida and shall be governed exclusively by Florida law. Venue for any litigation shall be in Palm Beach County, Florida, exclusively.

6. This is the entire agreement between the parties and shall not be modified or amended except by a written document signed by both parties.

7. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8. This Agreement may be executed in counterparts which, when executed by all parties, shall constitute a single binding agreement. Electronic or facsimile copies of this Agreement and any signatures contained hereon shall, for all purposes, be considered binding as originals.

[intentionally left blank]

IN WITNESS WHEREOF the parties hereto have made and executed this Settlement Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

By: _____
Yannick Ngendahayo, Finance Director

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

ALC HOME SERVICES LLC

By: Don Coppola

Print Name: Don Coppola

Title: Manager

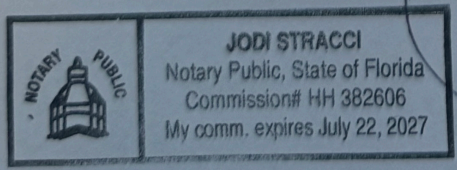
[Corporate Seal]

STATE OF Florida) COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 29 day of April 2024, by Dannick P Coppola, as the Manager [title] of **ALC HOME SERVICES LLC**, a Limited Liability Company authorized to do business in the State of Florida, who is personally known to me or who has produced FDL as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind **ALC HOME SERVICES LLC** to the same.

[Signature]
Notary Public Signature

Notary Seal:



STAFF REPORT REGULAR MEETING

AGENDA DATE: May 21 2024

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2024-05 - Second Reading – amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 3 “Permits,” Section 23.2-39 “Affordable/Workforce Housing Program” to provide minor changes for clarity to the Affordable/Workforce Housing Program Tiers

SUMMARY:

The recently adopted (10/6/2022) Ordinance 2022-12 created the City’s Affordable/Workforce Housing Program to encourage the development of affordable and/or workforce housing units within the City. The program allows several incentives, including a 15% density bonus and additionally flexibility in unit size, parking requirements and financial incentives provided that no less than 15% of the total dwelling units are deed restricted as affordable. The City Commission has subsequently directed staff to develop additional affordability buy down options. Further, in the recent implementation of the ordinance, staff has identified some minor housekeeping changes that would provide additional clarity on the program’s implementation as well as foster an increase in the number of new affordable/workforce housing units being proposed including accessory dwelling units.

BACKGROUND AND JUSTIFICATION:

The proposed amendments are in response to the following input received over the past year.

- The City Commission requested further opportunities to encourage the creation of affordable/workforce housing including accessory dwelling units.
- The Florida Legislature has adopted a series of policies to encourage the building of accessory dwelling units.
- The recently completed Florida Atlantic University Housing Study for Lake Worth Beach recommends several policy amendments to encourage the creation of affordable/workforce housing including accessory dwelling units.
- The LWB CRA has requested more flexibility in developing more residential units on lots of record that can be deed restricted as affordable/workforce housing.
- The Palm Beach County Housing Leadership Council and Palm Beach County encourage innovative approaches to improve the delivery of new affordable/workforce housing units including accessory dwelling units.

The **Planning & Zoning Board (PZB)** voted 6-1 to recommend approval of the proposed text amendments at their April 3, 2024, meeting with the recommendation that the City Commission consider that an additional unit, per proposed text in 1(f) (lines 83-87), not be applied to single-family residential zoning districts with an underlying single-family residential future land use designation. The discussion by the PZB was on the appropriateness of additional units on a single-family lot of record.

The **Historic Resources Preservation Board (HRPB)** unanimously voted to recommend approval of the proposed text amendments at their April 10, 2024, meeting with the recommendation that the City Commission consider that an additional unit, per proposed text in 1(f) (lines 83-87), not be applied to single-family residential zoning districts with an underlying single-family residential future land use.

The ordinance passed by a vote of 3-2 on first reading at the May 7 city commission meeting.

MOTION:

Move to approve/disapprove Ordinance 2024-05 amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 3 “Permits,” Section 23.2-39 “Affordable/Workforce Housing Program” to provide minor changes for clarity to the Affordable/Workforce Housing Program Tiers.

ATTACHMENT(S):

Ordinance 2024-05
PZB/HRPB Staff Report
Zoning Map #1
Zoning Map #2
Zoning Map #3

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ORDINANCE 2024-05 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” SECTION 23.2-39 “AFFORDABLE/WORKFORCE HOUSING PROGRAM,” AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in Section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City wishes to amend Chapter 23, Article 2 “Administration,” Section 23.2-39 – Affordable/Workforce Housing Program; and

WHEREAS, the City of Lake Worth Beach, Florida (the “City”), 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 Planning and Zoning Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the Historic Resources Preservation Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

WHEREAS, the City Commission finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1: The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this ordinance as if set forth herein.

Section 2: Chapter 23 “Land Development Regulations,” Article 2 “Administration,” is hereby amended by adding thereto a new Section 23.2-39 “Affordable/Workforce Housing Program” to read as follows:

Sec. 23.2-39. – Affordable/Workforce Housing Program.

- a) *Intent.* The Affordable/Workforce Housing Program is intended to implement Objective 3.1.2 of the city comprehensive plan future land use element and provisions therein regarding affordable and workforce housing. The Affordable/Workforce Housing Program

52 provides for a density bonus and a reduction in overall housing unit areas for
53 developments that incorporate residential units with restrictive covenants that meet the
54 requirements of the program.
55

56 b) *Purpose.* The purpose of the Affordable/Workforce Housing Program is to encourage the
57 inclusion of affordable and workforce housing units within both residential and mixed-use
58 projects as well as planned developments of all types to provide for broader and more
59 accessible housing options within the City. The Affordable/Workforce Housing Program
60 offers the following as “Program Incentives”;
61

62 1. Tier One: may apply to all development projects consistent with the provisions of
63 this section

64 (a) Up to a fifteen percent (15%) increase in overall project density;

65 (b) Up to a fifteen percent (15%) reduction in the gross area requirements based
66 on unit type;

67 (c) Up to a twenty five percent (25%) reduction in required parking, provided that
68 each residential dwelling unit is provided at least one (1) parking space. This
69 reduction may not be combined with other parking reduction provisions of
70 these LDRs;

71 (d) Any additional density and/or other benefits provided under this tier shall
72 require that those units benefiting from the provisions be restricted as
73 affordable/workforce housing meeting the requirements of this section
74 through a restrictive covenant.

75 (e) Additional financial incentives may be considered on a case by case basis by
76 the applicable decision-making entity if the project provides more
77 affordable/workforce units that the minimum required.

78 (f) Any lot within either any residential or any mixed-use zoning district and any
79 project with a partial unit of additional density allowed under the calculations
80 in (a) is entitled to at least one (1) additional affordable/workforce unit
81 governed by a restrictive covenant meeting this section.

82 (g) Any platted lot of record within the CRA area boundaries, regardless of lot
83 width or lot area, is entitled to one (1) additional affordable/workforce unit
84 governed by a restrictive covenant meeting this section, even where the
85 platted lot(s) of record are combined into a single parcel.

86 2. Tier Two: applies to all projects utilizing other city incentive and/or bonus
87 program(s)

88 (a) ~~For all projects utilizing any other city incentive or bonus program(s), Fifteen~~
89 ~~percent (15%) of the total number of dwelling units within added to the project~~
90 ~~through the increased density under any other city incentive or bonus~~
91 ~~program(s) without using Tier One incentives~~ must be restricted as
92 affordable/workforce dwelling units meeting the requirements of this section
93 through a restrictive covenant.

94 (b) Any combination of Tier One incentives with other city incentive and/or bonus
95 program(s) related to density, intensity and/or height shall require that all units
96 benefiting from these increases and/or incentives be restricted as
97 affordable/workforce dwelling units meeting the requirements of this section
98 through a restrictive covenant.
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100 c) *Application and Review Process.*
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1. *Application.* All development proposals seeking increased density of up to fifteen percent (15%) and/or reductions in overall unit sizes of up to fifteen percent (15%) shall submit an affordable/workforce housing program application as provided by the department of community sustainability. The application shall accompany the standard City of Lake Worth Beach Universal Development Application for the development proposal. The affordable/workforce housing program application shall include all of the following:
 - (a) A project fact sheet with building specifications including the number of additional units, unit types and unit sizes proposed.
 - (b) The affordability criteria for each unit proposed to be included in the project.
 - (c) Draft restrictive covenant should the City's version not be submitted.
 - (d) Any other additional information to ensure the timely and efficient evaluation of the project by city staff to ensure that the requirements of the Affordable/Workforce Housing Program are being met.

2. *Review/decision.* The development review official shall review the application along with the zoning approvals otherwise required of the development proposal under these LDRs. Development applications that require further review or approval by a decision-making board shall also include the development review official's recommendation regarding the award of additional density and/or unit size reduction under the Affordable/Workforce Housing Program. Any decision on the award shall be made by the planning and zoning board, the historic resources planning board, or the city commission as applicable. A decision on an award may be appealed under the procedures applicable to the development application with which it is associated. No waiver or variance may be granted regarding the award. The award of bonus density, height or intensity under the Affordable/Workforce Housing Program shall be based on the following criteria:
 - (a) Is the award calculated correctly, consistent with the density and unit size reduction(s) that are allowed under the Affordable/Workforce Housing Program, including that the affordable/workforce housing unit type mix be reflective of the overall unit type mix for the entire project;
 - (b) Do the proposed income restrictions meet the intent of the Affordable/Workforce Housing Program;
 - (c) Do the proposed annual rents and/or mortgage costs meet the intent of the Affordable/Workforce Housing Program; and
 - (d) Do the proposed restrictive covenants to maintain affordability meet the intent of the Affordable/Workforce Housing Program?

- d) *Qualifying income restrictions.* The following provisions outline the required income limits and overall percentage of household income to qualify units as being affordable/workforce under the Affordable/Workforce Housing Program. All income values shall be based on the then current area (County) median household income published annually by the US Department of Housing & Urban Development. Whether with a rental unit or for a fee

153 simple, for sale unit, the overall housing expense (rent, mortgage, property taxes, and
154 insurances) for the unit shall not exceed thirty percent (30%) of the income limit provided
155 for each unit type, based upon the number of bedrooms.

- 156
157 1. For a studio unit, the annual gross household income shall not exceed forty five
158 percent (45%) of area median income and minimum household size is one (1) person,
159 not to exceed two (2) people.
160
161 2. For a one-bedroom unit, the annual gross household income shall not exceed sixty
162 five percent (65%) of the area median income and minimum household size of one (1)
163 person, not to exceed two (2) people.
164
165 3. For a two-bedroom unit, the annual gross household income shall not exceed eighty
166 five percent (85%) of the area median income and minimum household size of two (2)
167 people, not to exceed two (2) people per bedroom.
168
169 4. For a three-bedroom unit, the annual gross household income shall not exceed one
170 hundred and five percent (105%) of the area median income and minimum household
171 size of three (3) people, not to exceed two (2) people per bedroom.
172
173 5. For a four or more-bedroom unit, the annual gross household income shall not exceed
174 one hundred and twenty five percent (125%) of the area median income and minimum
175 household size of four (4) people, not to exceed two (2) people per bedroom.
176
177 6. For fee simple ownership, the limits provided above may be increased by fifteen (15%)
178 based on unit type and shall include the overall housing expense.
179
180 7. Alternatively, the income restrictions may adhere to the following guidelines singularly
181 or in combination.

182
183 a. "Affordable Housing Eligible Households" means a household with an annual
184 gross household income at or less than eighty percent (80%) of the Area
185 Median Income, calculated as percentages of the Median Family Income for
186 Palm Beach County, as published annually by the US Department of Housing
187 and Urban Development.

188
189 b. "Workforce Housing Eligible Households" means a household with an annual
190 gross household income within the following income categories: Moderate
191 (80%-100%) and Middle (101%-140%) of the Area Median Income, calculated
192 as percentages of the Median Family Income for Palm Beach County, as
193 published annually by the US Department of Housing and Urban Development.

194
195 e) *Additional restrictions.* The following requirements outline the restrictive covenant that
196 shall be recorded and maintained on each unit awarded under the Affordable/Workforce
197 Housing Program.

- 198
199 1. The restrictive covenant shall be in a legal form acceptable to the department of
200 community sustainability and the city attorney's office or as otherwise provided by the
201 city and shall require each unit awarded be maintained at the awarded level of
202 affordability, in accordance with the Affordable/Workforce Housing Program, for a
203 minimum of twenty (20) years.

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2. The restrictive covenant shall include the more restrictive program requirements, which shall govern the project if other affordable/workforce housing incentives are combined with use of the Affordable/Workforce Housing Program.
 3. The restrictive covenant shall require an annual report of the project's compliance with the restrictive covenants and the requirements of the Affordable/Workforce Housing Program be provided to the City or its designee for evaluation, review and approval. Should the annual report not be submitted or should it demonstrate the project is not meeting the requirements of the Affordable/Workforce Housing Program, the project owner shall pay the city, as a penalty, an amount no less than fifteen dollars (\$15) per square foot for each unit that did not comply with the program's requirements for the previous year, or portion thereof. If the report is not submitted, the penalty payment will be calculated as though no units met the requirements of the Affordable/Workforce Housing Program for the reporting period. The per square foot penalty value may increase based on the annual U.S. Consumer Price Index (CPI) and shall be reflected in the City's adopted annual Schedule of Fees and Charges. Any required penalty payment shall be made within ten (10) days of notification from the city of the calculated payment based on the report or failure to submit the report and the annual penalty value as adopted by the city.
 4. The restrictive covenant shall provide for extension of the affordability period, as set forth in this section.
- f) *Financial incentives.* The following are parameters for financial incentive values based on unit type, which may be utilized to ensure more than the required fifteen percent (15%) of the dwelling units available after the density increase incentive remain affordable for a guaranteed twenty-five (25) year period as governed through a covenant and/or deed restriction. Values may be paid through utilization of Sustainable Bonus Incentive Values, Transfer Development Right Values or cash payments from the City from the Affordable/Workforce Housing Program Trust Fund, Sustainable Bonus Incentive Trust Account or the Transfer Development Rights Trust Account or other legally approved funding source(s).
1. For a studio dwelling unit, a one-time payment of \$40,000 or 50% percent of the area median income, whichever is greater;
 2. For a one-bedroom dwelling unit, a one-time payment of \$60,000 or 75% percent of the area median income, whichever is greater;
 3. For a two-bedroom dwelling unit, a one-time payment of \$80,000 or 100% percent of the area median income, whichever is greater;
 4. For a three-bedroom dwelling unit, a one-time payment of \$100,000 or 125% percent of the area median income, whichever is greater;
 5. For a four or more-bedroom dwelling unit, a one-time payment of \$120,000 or 150% percent of the area median income, whichever is greater;
 6. For a fee simple ownership dwelling unit, an additional one-time payment of \$25,000 may be provided; and

- 255 7. Payments shall be made at time of dwelling units receiving a final certificate of
256 occupancy or certificate of completion.
257
- 258 g) *Affordability extension(s)*. The City shall have the express right, in its sole discretion, to
259 extend the affordability deed restrictions and covenants for another period of no less than
260 twenty-five (25) years) through the provision of a then current economic incentive payment
261 based on unit size.
262
- 263 1. The City shall provide formal notice of intent to extend affordability of units a minimum
264 of six (6) months prior to the expiration of the affordability deed restrictions and
265 covenants.
266
 - 267 2. The City's notice shall include the number and type of units having affordability
268 extended and the economic incentive to be provided for those units.
269
 - 270 3. The affordability extension may not exceed the original number and type of units
271 governed by the Affordable/Workforce Housing Program.
272
 - 273 4. There shall be no limit on the number of affordability extensions the city may fund for
274 a project.
275
 - 276 5. The extension incentive payment shall follow the parameters as set forth in f) of this
277 section based on the values established for the year that the extension is authorized.
278
- 279 h) *Policies and Procedures*. The city's director for community sustainability is hereby
280 authorized to establish policies and procedures including covenants, accountability and
281 reporting to ensure effective implementation of the Affordable/Workforce Housing
282 Program and clarify the requirements and procedures as set forth herein.
283
- 284 i) *Trust Fund*. There is hereby established an Affordable/Workforce Housing Program Trust
285 Fund. The trust fund will be a separate line item in the City's budget.
286
- 287 1. Payments required by the Affordable/Workforce Housing Program due to non-
288 compliance with restrictive covenants shall be paid into the trust fund.
289
 - 290 2. Funds in the trust fund will be used to fund the financial incentives and the affordability
291 extensions under the Affordable/Workforce Housing Program.
292
 - 293 3. At least once each fiscal period, the city manager shall present to the city commission
294 a report on funds held in the trust fund, including any accrued interest, and any
295 proposed use thereof. Monies, including any accrued interest, not assigned in any
296 fiscal period shall be retained in the trust fund until the next fiscal period.
297
- 298 j) *In Lieu Payment Provision*. In some instances, projects including Density, Intensity and/or
299 Height Bonuses may not be appropriate for participation in the Program. In these cases,
300 the project may pay an in lieu of payment based on the following provisions;
301
- 302 1. The fee shall be calculated on fifteen percent (15%) of the gross area of the
303 bonuses requested for the project.
304
 - 305 2. The fee shall be a one-time payment of \$50 or 0.0625% of the area median
income, whichever is greater, per gross square foot.
 3. Projects eligible for an in lieu of payment may include the following:

- 306 i. Single or multiple use projects that do not include a residential use;
- 307 ii. Mixed use projects that include residential and fewer than 25 residential
- 308 units;
- 309 iii. Residential only projects that include fewer than 15 residential units;
- 310 iv. Any project that includes a residential use(s) and all of the dwelling units
- 311 are for sale, home ownership such as condominiums, townhouses and/or
- 312 single-family residences of which none are deed restricted as
- 313 affordable/workforce housing.
- 314 4. Fee payment shall be due prior to issuance of any building permits related to the
- 315 project.
- 316

317 k) *Exemptions.* Projects in specific locations are exempt from the requirements of this
 318 section due to their maximum allowed density and/or to their allowed uses.

- 319 1. Individual residential dwelling units in the Single Family Residential (SF-R) and
- 320 Single Family/Two Family Residential (SF/TF) Zoning Districts unless units are
- 321 part of a project requesting additional densities under the provisions of one of the
- 322 city’s incentive programs.
- 323 2. Projects within the Public (P), Public Recreation and Open Space (PROS), Beach
- 324 and Casino (BAC), Conservation (C) and Industrial Park of Commerce (I-POC)
- 325 Zoning Districts.
- 326

327 **Section 3:** Severability. If any section, subsection, sentence, clause, phrase or portion
 328 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
 329 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and
 330 such holding shall not affect the validity of the remaining portions thereof.

331 **Section 4:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
 332 herewith are hereby repealed to the extent of such conflict.

333 **Section 5:** Codification. The sections of the ordinance may be made a part of the City
 334 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and
 335 the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

336 **Section 6:** Effective Date. This ordinance shall become effective 10 days after
 337 passage.

338
 339 The passage of this ordinance on first reading was moved by Vice Mayor Malega,
 340 seconded by Commissioner Diaz, and upon being put to a vote, the vote was as follows:

341		
342	Mayor Betty Resch	AYE
343	Vice Mayor Sarah Malega	NAY
344	Commissioner Christopher McVoy	AYE
345	Commissioner Mimi May	NAY
346	Commissioner Reinaldo Diaz	AYE

347
 348 The Mayor thereupon declared this ordinance duly passed on first reading on the 7th day
 349 of May, 2024.

350
 351 The passage of this ordinance on second reading was moved by _____,
 352 seconded by _____, and upon being put to a vote, the vote was as follows:

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Mayor Betty Resch
Vice Mayor Sarah Malega
Commissioner Christopher McVoy
Commissioner Mimi May
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2024.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk



DATE: March 27, 2024

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: April 3 & April 10, 2024

SUBJECT: **Ordinance 2024-05:** Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 3 “Permits,” Section 23.2-39 “Affordable/Workforce Housing Program” to provide minor changes for clarity to the Affordable/Workforce Housing Program Tiers.

PROPOSAL / BACKGROUND/ ANALYSIS:

The recently adopted (10/6/2022) Ordinance 2022-12 created the City’s Affordable/Workforce Housing Program to encourage the development of affordable and/or workforce housing units within the City. The program allows several incentives, including a 15% density bonus and additionally flexibility in unit size, parking requirements and financial incentives provided that no less than 15% of the total dwelling units are deed restricted as affordable. The City Commission has subsequently directed staff to develop additional affordability buy down options. Further, in the recent implementation of the ordinance, staff has identified some minor housekeeping changes that would provide additional clarity on the program’s implementation as well as foster an increase in the number of new affordable/workforce housing units being proposed including accessory dwelling units.

The proposed ordinance would amend the recently adopted new section of the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 2, Section 23.2-39 – Affordable/Workforce Housing Program

The proposed amendments are in response to the following input received over the past year.

- The City Commission requested further opportunities to encourage the creation of affordable/workforce housing including accessory dwelling units.
- The Florida Legislature has adopted a series of policies to encourage the building of accessory dwelling units.
- The recently completed Florida Atlantic University Housing Study for Lake Worth Beach recommends several policy amendments to encourage the creation of affordable/workforce housing including accessory dwelling units.
- The LWB CRA has requested more flexibility in development more residential units on lots of record that can be deed restricted as affordable/workforce housing
- The Palm Beach County Housing Leadership Council and Palm Beach County encourage innovative approaches to improve the delivery of new affordable/workforce housing units including accessory dwelling units.

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2024-05.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in Ordinance 2024-05.

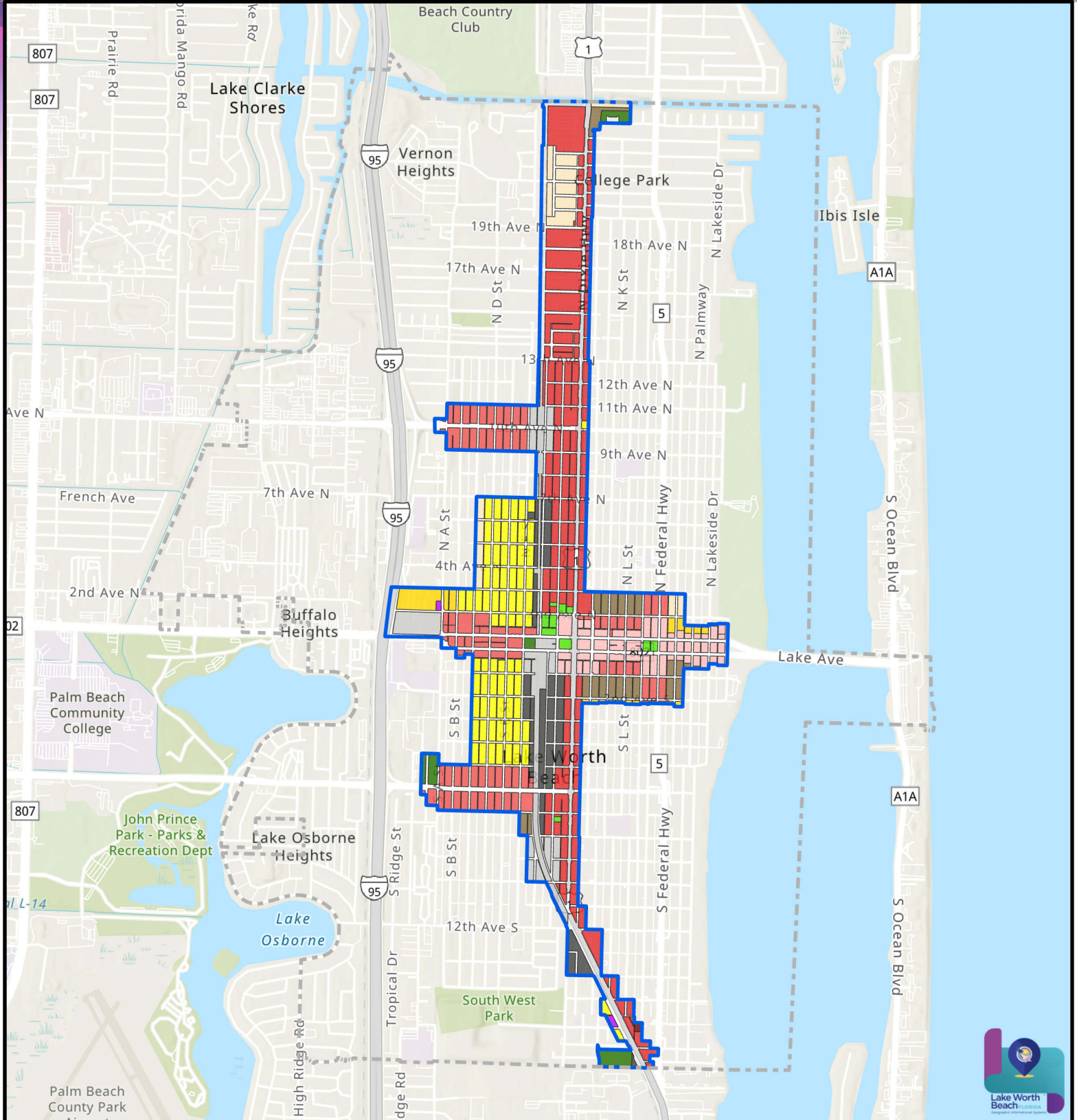
Attachments

- A. Draft Ordinance 2024-05



Community Redevelopment Area & Zoning Classification

City of Lake Worth Beach, FL



Map Legend

- CRA Boundary

Zoning Classification

 Artisanal Industrial (AI)	 Mixed Use - Dixie Highway (MU-DH)	 Public (P)
 Downtown (DT)	 Mixed Use - East (MU-E)	 Public Recreation and Open Space (PROS)
 Low-Density Multi-Family Residential, 20 du/net acre(MF-20)	 Mixed Use - Federal Highway (MU-FH)	 Single-Family and Two-Family Residential (SF-TF-14)
	 Neighborhood Commercial (NC)	 Single Family Residential (SFR)
		 Transit Oriented Development East (TOD-E)
		 Medium-Density Multi-Family Residential, 30 du/net acre (MF-30)

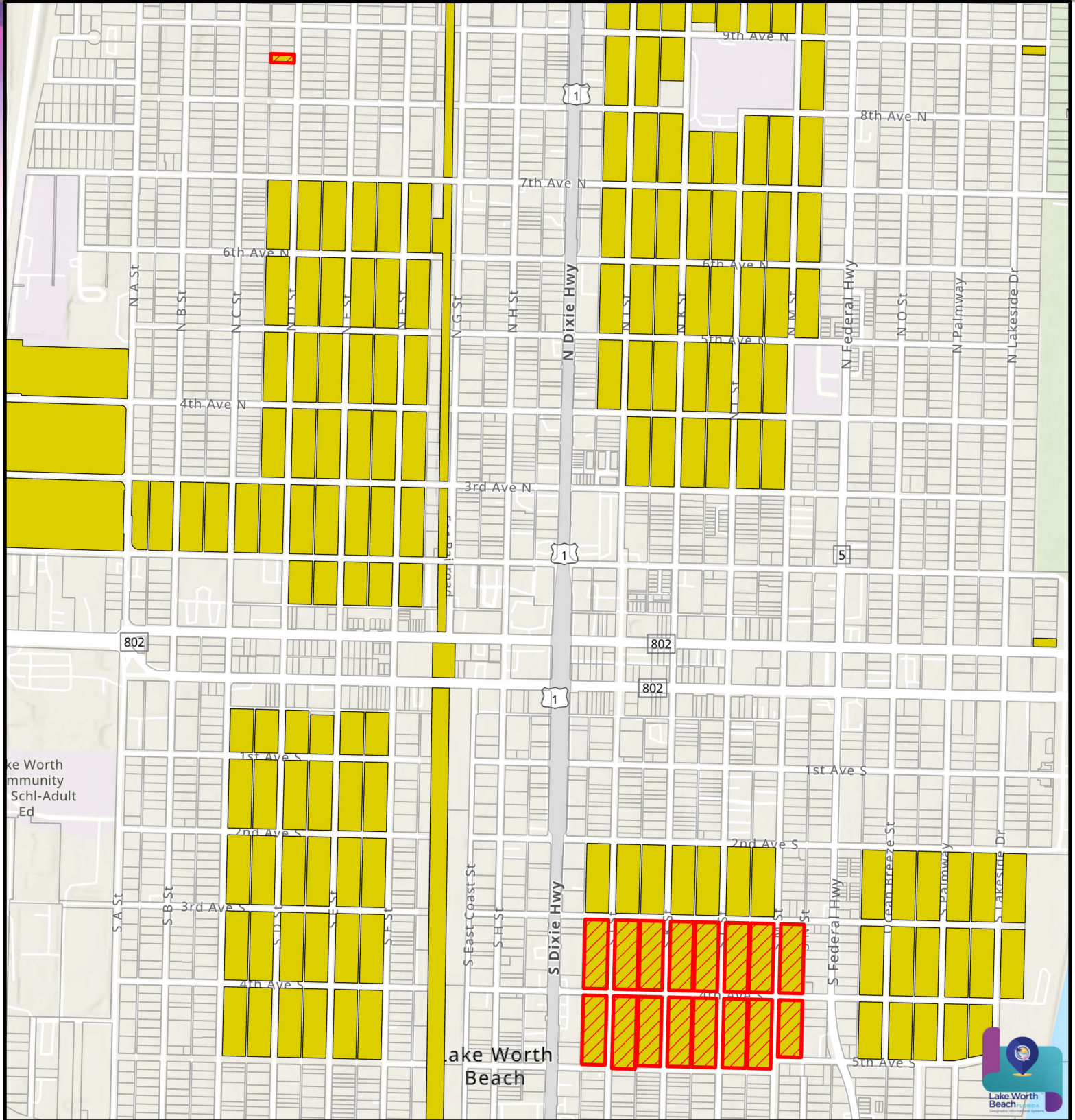
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Created: April 17, 2024
Source: City of Lake Worth Beach



Single-Family Residential Zoning Medium Density FLU Overlap

City of Lake Worth Beach, FL



Map Legend

- Single-Family Residential (SFR)
- Medium Density Residential (MDR)

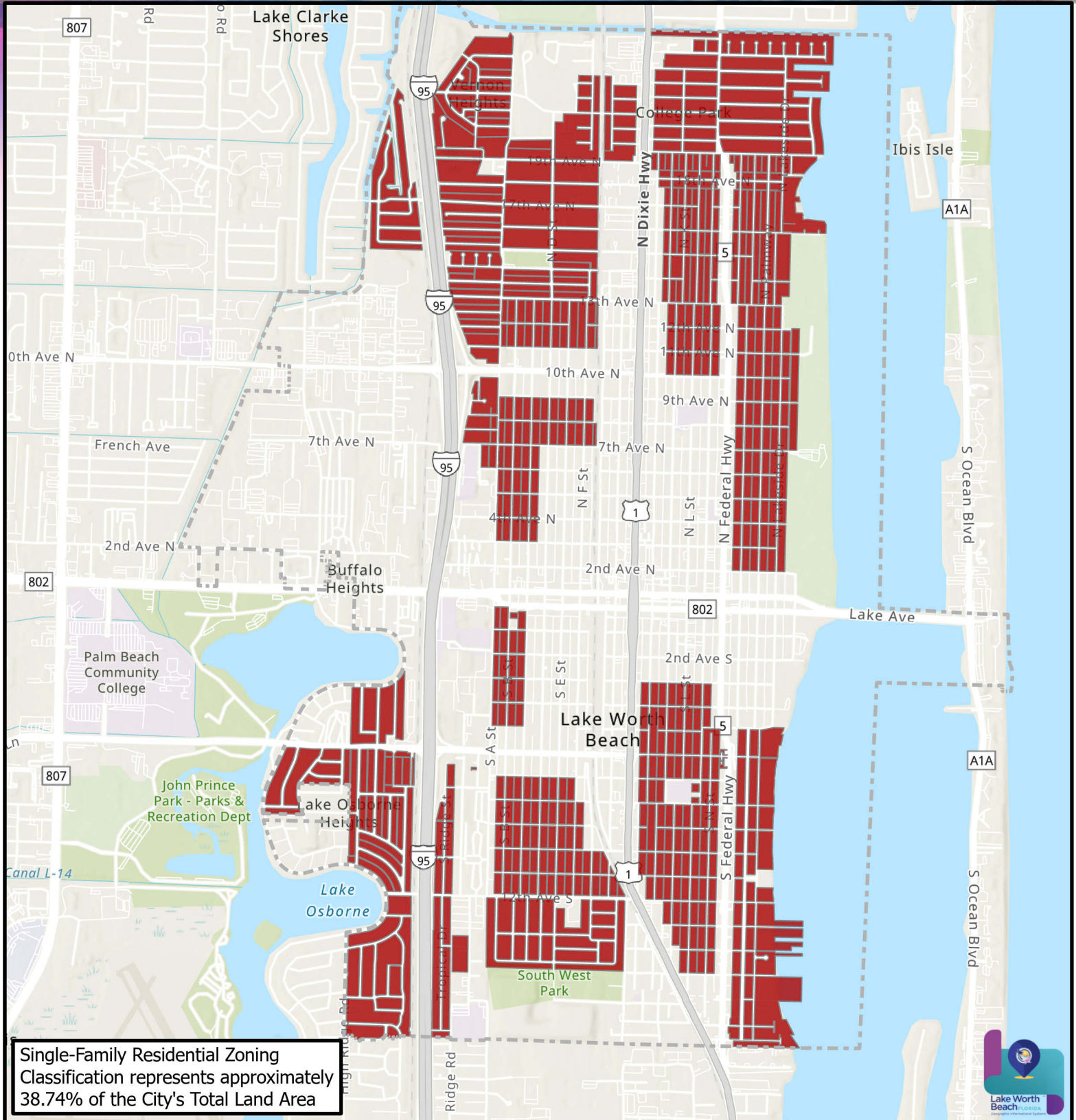
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Single-Family Residential Zoning Classification

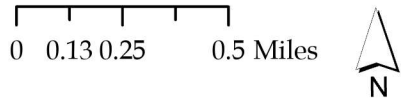
City of Lake Worth Beach, FL



Single-Family Residential Zoning Classification represents approximately 38.74% of the City's Total Land Area

Map Legend

- Municipal Boundary
- Single-Family Residential (SFR)



STAFF REPORT REGULAR MEETING

AGENDA DATE: May 21, 2024

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2024-06 – Second Reading – amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping items and minor changes for clarity.

SUMMARY:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted to clarify several provisions, address general housekeeping items, resolve inconsistencies, and provide greater flexibility for fencing and walls abutting public rights-of-way. The ordinance will also clarify minimum setbacks for pools on dual frontage properties, establish timeframes in which holiday lights may be displayed, and create additional performance standards for outdoor storage. Finally, the ordinance will amend historic preservation regulations to comply with recent state legislation.

BACKGROUND AND JUSTIFICATION:

The subject amendment consists of multiple housekeeping modifications, as well as several other issues that were identified by staff in the building permit and the site plan review processes, including:

- **Administrative Adjustments:** Expanding and clarifying the ability of the Development Review Officer (DRO) to establish the front yard and adjust fencing fronting public rights-of-way (ROW) in all residential zoning districts. Also, clarify the provision of administrative adjustment for existing structures.
- **Pools on dual frontage properties:** Clarify the minimum setbacks for pools on properties with dual frontage.
- **String Lights:** Adding definition for string lights and establishing timeframes in which holiday lights may be displayed.
- **Residential Fences and Walls:** To allow four-foot fences or walls at the property line abutting the public right-of-way with no additional setback or landscape screening requirement.
- **Outdoor Storage:** Adding and amending definitions of outdoor storage. Adding performance standards for outdoor storage in the mixed use and artisanal industrial zoning districts.
- **Historic Preservation:** Amending to comply with 553.79(26), Florida Statutes regarding demolition of noncontributing single-family structures in special flood hazard areas.
- **Housekeeping Items:** Revising and definitions to better distinguish between Accessory Dwelling Units (ADU) and guest houses, removing inconsistencies related to minimum front yard landscaping area, further identifying location requirements for mechanical systems, clarifying height measurements for fencing and walls, and clarifying building lot coverage calculations.

The **Planning & Zoning Board (PZB)** unanimously voted to recommend approval of the proposed text amendments at their April 3, 2024, meeting with the recommendations that the text in Exhibit A, lines 267 through 269 be amended to allow up to three (3) feet of depth of an overhanging roof, eyebrow, awning, or similar feature to be exempted from building lot coverage calculations, provided that the eave retains a minimum three-foot setback from the side property lines. The discussion by the PZB was that new construction projects may use a 2.5-foot or 3-foot roof overhang to provide additional shade to windows and meet green building requirements, so the Board felt that it was appropriate to expand the 2-foot overhang allowance to a 3-foot allowance. The PZB also recommended that the text in Exhibit O, line 1034 be stricken from the ordinance. The recommendation to strike line 1034 was initiated by staff at the advice of the City Attorney, as the text in that line could be interpreted to conflict with F.S. 553.79(26).

The **Historic Resources Preservation Board (HRPB)** unanimously voted to recommend approval of the proposed text amendments at their April 10, 2024, meeting with the recommendations that the text in Exhibit J, line 742 be amended to strike the phrase “Colored or themed” and to instead use the phrase “Holiday themed lights.” The HRPB also recommended that the text in Exhibit O, line 1034 be stricken from the ordinance. The discussion by the HRPB was that the use of the word “colored” can have negative connotations given its historic use in the United States. The recommendation to strike line 1034 was initiated by staff at the advice of the City Attorney, as the text in that line could be interpreted to conflict with F.S. 553.79(26).

At its meeting of May 7, 2024, the **City Commission** unanimously voted to approve the proposed ordinance inclusive of the recommended edits regarding string lights as well as the deletion of a portion of a sentence regarding demolition notice to the HRPB, which are highlighted in yellow.

MOTION:

Move to approve/disapprove Ordinance 2024-06 amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping items and minor changes for clarity.

ATTACHMENT(S):

Ordinance 2024-06
PZB/HRPB Staff Report

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ORDINANCE 2024-06 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS”, ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2 “DEFINITIONS”; SECTION 23.1-12 – DEFINITIONS; ARTICLE 2 ‘ADMINISTRATION,” DIVISION 3 “PERMITS,” SECTION 23.2-28 ADMINISTRATIVE ADJUSTMENTS/ ADMINISTRATIVE USE PERMITS; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-7 – SF-R - SINGLE-FAMILY RESIDENTIAL, SECTION 23.3-8 – SF-TF 14 - SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL, SECTION 23.3-10 – MF-20 - MULTI-FAMILY RESIDENTIAL, SECTION 23.3-11 – MF-30 – MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL, AND SECTION 23.3-12 – MF-40 – HIGH DENSITY MULTI-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 3, “MIXED USE DISTRICTS,” SECTION 23.3-13 – MU-E – MIXED USE EAST AND SECTION 23.3-16 – MU-FH – MIXED USE – FEDERAL HIGHWAY; ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-3 EXTERIOR LIGHTING, SECTION 23.4-4 FENCES, WALLS AND GATES, SECTION 23.4-16 MECHANICAL SYSTEMS/EQUIPMENT FOR EXISTING RESIDENTIAL STRUCTURES, AND SECTION 23.4-19 OUTDOOR STORAGE AND OPEN-AIR OPERATIONS; ARTICLE 5 “SUPPLEMENTAL REGULATIONS,” SECTION 23.5-1 SIGNS AND SECTION 23.5-4 HISTORIC PRESERVATION; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, as provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in Section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City wishes to amend Chapter 23, Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 – Definitions to revise the definition for accessory dwelling unit, revise the definition for building lot coverage, revise the definition for fence, create a definition for guest house, revise the definition of outdoor storage, create a definition for outdoor storage – other, create a definition for structure lot coverage, revise the definition for mechanical systems/equipment, create a definition for string lights, and revise the definition for wall; and

WHEREAS, the City wishes to amend Chapter 23, Article 2 “Administration,” Division 3 “Permits,” Section 23.2-28 – “Administrative adjustments/administrative use permits” to expand the ability of the Development Review Official to establish the front yard and adjust fencing fronting public rights-of-way for structures in all residential zoning districts and to clarify the provision for an administrative adjustment for existing structures that exceed building lot coverage, impermeable lot coverage, or floor area ratio; and

52 **WHEREAS**, the City wishes to amend Chapter 23, Article 3 “Zoning Districts,” Division 2
53 “Residential Districts,” Section 23.3-7 “SF-R – Single-family residential,” Section 23.3-8 “SF-TF
54 14 – Single-family and two family residential,” Section 23.3-10 “MF-20 – Multifamily residential,”
55 Section 23.3-11 “MF-30 – Medium density multi-family residential,” and Section 23.3-12 “MF-40
56 – High density multi-family residential,” and Chapter 23, Article 3 “Zoning Districts, Division 3
57 “Mixed Use Districts,” Section 23.3-13 “MU-E – Mixed use east,” Section 23.3-16 “MU-FH – Mixed
58 use – Federal Highway,” to create a consistent requirement for front yard landscaping; and
59

60 **WHEREAS**, the City wishes to amend Chapter 23, Article 3 “Zoning Districts,” Division 2
61 “Residential Districts,” Section 23.3-7 “SF-R – Single-family residential,” to clarify the minimum
62 setbacks for pools on properties with dual frontage; and
63

64 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development Standards,”
65 Section 23.4-3 – Exterior lighting to allow string lights and create timeframes in which holiday
66 lights may be displayed; and
67

68 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development Standards,”
69 Section 23.4-4 – Fences, walls, and gates to allow four-foot-tall fencing and walls along property
70 lines abutting public rights-of-way for residential uses; and
71

72 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development Standards,”
73 Section 23.4-16 – Mechanical systems/equipment for existing residential structures to prohibit
74 mechanical equipment in the front setback; and
75

76 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development Standards,”
77 Section 23.4-19 – Outdoor storage and open-air operations to provide standards for outdoor
78 storage in mixed-use and industrial zoning districts and remove redundant language regarding
79 open-air operation; and
80

81 **WHEREAS**, the City wishes to amend Chapter 23, Article 5 “Supplemental Regulations,”
82 Section 23.5-1 - Signs to remove a prohibition on string lights; and
83

84 **WHEREAS**, the City wishes to amend Chapter 23, Article 5 “Supplemental Regulations,”
85 Section 23.5-4 – Historic Preservation to comply with section 553.79(26), Florida Statutes; and
86

87 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning agency,
88 considered the proposed amendments at a duly advertised public hearing; and
89

90 **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local
91 planning agency, considered the proposed amendments at a duly advertised public hearing; and
92

93 **WHEREAS**, the City Commission has reviewed the proposed amendments and has
94 determined that it is in the best interest of the public health, safety, and general welfare of the City
95 to adopt this ordinance.
96

97 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF**
98 **LAKE WORTH BEACH, FLORIDA, that:**
99

100 **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as being
101 true and correct and are made a specific part of this ordinance as if set forth herein.
102

103 **Section 2:** Chapter 23 “Land Development Regulations, Article 1 “General
104 Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions” is hereby amended by adding
105 the words shown in underline type and deleting the words struck through as indicated in **Exhibit**
106 **A.**

107
108 **Section 3:** Chapter 23 Land Development Regulations, Article 2 “Administration,”
109 Division 3 “Permits,” Section 23.2-28 “Administrative adjustments/administrative use permits” is
110 hereby amended by adding the words shown in underline type and deleting the words struck
111 through as indicated in **Exhibit B.**

112
113 **Section 4:** Chapter 23 Land Development Regulations, Article 3 “Zoning Districts,”
114 Division 2 “Residential Districts,” Section 23.3-7 “SF-R – Single-family residential” is hereby
115 amended by adding the words shown in underline type and deleting the words struck through as
116 indicated in **Exhibit C.**

117
118 **Section 5:** Chapter 23 Land Development Regulations, Article 3 “Zoning Districts,”
119 Division 2 “Residential Districts,” Section 23.3-8 “SF-TF 14 – Single-family and two-family
120 residential” is hereby amended by deleting the words struck through as indicated in **Exhibit D.**

121
122 **Section 6:** Chapter 23 Land Development Regulations, Article 3 “Zoning Districts,”
123 Division 2 “Residential Districts,” Section 23.3-10 “MF-20 – Multi-family residential” is hereby
124 amended by deleting the words struck through as indicated in **Exhibit E.**

125
126 **Section 7:** Chapter 23 Land Development Regulations, Article 3 “Zoning Districts,”
127 Division 2 “Residential Districts,” Section 23.3-11 “MF-30 – Medium density multi-family
128 residential” is hereby amended by deleting the words struck through as indicated in **Exhibit F.**

129
130 **Section 8:** Chapter 23 Land Development Regulations, Article 3 “Zoning Districts,”
131 Division 2 “Residential Districts,” Section 23.3-12 “MF-40 – High density multi-family residential”
132 is hereby amended by deleting the words struck through as indicated in **Exhibit G.**

133
134 **Section 9:** Chapter 23 Land Development Regulations, Article 3 “Zoning Districts,”
135 Division 3 “Mixed Use Districts,” Section 23.3-13 “MU-E – Mixed use east” is hereby amended by
136 deleting the words struck through as indicated in **Exhibit H.**

137
138 **Section 10:** Chapter 23 Land Development Regulations,” Article 3 “Zoning Districts,”
139 Division 3 “Mixed Use Districts,” Section 23.3-16 “MU-FH – Mixed use – Federal Highway” is
140 hereby amended by deleting the words struck through as indicated in **Exhibit I.**

141
142 **Section 11:** Chapter 23 Land Development Regulations, Article 4 “Development
143 Standards,” Section 23.4-3 “Exterior lighting” is hereby amended by adding the words shown in
144 underline type as indicated in **Exhibit J.**

145
146 **Section 12:** Chapter 23 Land Development Regulations, Article 4 “Development
147 Standards,” Section 23.4-4 “Fences, walls and gates” is hereby amended by adding the words
148 shown in underline type and deleting the words struck through as indicated in **Exhibit K.**

149
150 **Section 13:** Chapter 23 Land Development Regulations, Article 4 “Development
151 Standards,” Section 23.4-16 “Mechanical systems/equipment for existing residential structures”
152 is hereby amended by adding the words shown in underline type and deleting the words struck
153 through as indicated in **Exhibit L.**

154 **Section 14:** Chapter 23 Land Development Regulations, Article 4 “Development
155 Standards,” Section 23.4-19 “Outdoor storage and open-air operations” is hereby amended by
156 adding the words shown in underline type and deleting the words struck through as indicated in
157 **Exhibit M.**

158
159 **Section 15:** Chapter 23 Land Development Regulations, Article 5 “Supplemental
160 Regulations,” Section 23.5-1 “Signs” is hereby amended by deleting the words struck through as
161 indicated in **Exhibit N.**

162
163 **Section 16:** Chapter 23 Land Development Regulations, Article 5 “Supplemental
164 Regulations,” Section 23.5-4 “Historic Preservation” is hereby amended by adding the words
165 shown in underline type as indicated in **Exhibit O.**

166
167 **Section 15:** Severability. If any section, subsection, sentence, clause, phrase or portion
168 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
169 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and
170 such holding shall not affect the validity of the remaining portions thereof.

171
172 **Section 16:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
173 herewith are hereby repealed to the extent of such conflict.

174
175 **Section 17:** Codification. The sections of the ordinance may be made a part of the City
176 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and
177 the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

178
179 **Section 18:** Effective Date. This ordinance shall become effective 10 days after
180 passage.

181
182 The passage of this ordinance on first reading was moved by Vice Mayor Malega,
183 seconded by Commissioner Diaz, and upon being put to a vote, the vote was as follows:

184		
185	Mayor Betty Resch	AYE
186	Vice Mayor Sarah Malega	AYE
187	Commissioner Christopher McVoy	AYE
188	Commissioner Mimi May	AYE
189	Commissioner Reinaldo Diaz	AYE

190
191 The Mayor thereupon declared this ordinance duly passed on first reading on the 7th day
192 of May, 2024.

193
194
195 The passage of this ordinance on second reading was moved by _____,
196 seconded by _____, and upon being put to a vote, the vote was as follows:

197		
198	Mayor Betty Resch	
199	Vice Mayor Sarah Malega	
200	Commissioner Christopher McVoy	
201	Commissioner Mimi May	
202	Commissioner Reinaldo Diaz	

203

204 The Mayor thereupon declared this ordinance duly passed on the _____ day of
205 _____, 2024.

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LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

218
219 **EXHIBIT A**

220
221 Chapter 23

222 LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

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225 *Article 1, "General Provisions," Division 2, "Definitions"*

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227 **Sec. 23.1-12. – Definitions.**

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229 ***

230 *Accessory dwelling unit (ADU):* also known as a "mother-in-law" or "granny" unit, is an
231 additional living unit that has separate kitchen, sleeping and bathroom facilities, ~~attached or~~
232 detached from the primary residential unit on a single-family or two-family lot. ADUs provide
233 housing opportunities through the use of surplus space ~~either in or~~ adjacent to a single-family or
234 two-family dwelling. ~~In most cases they are either a garage conversion or a small backyard~~
235 ~~cottage or guest house style structure.~~ Accessory dwelling units shall count toward overall floor
236 area ratio (FAR) and lot coverage.

237 ***

238 *Building lot coverage:* The area of a lot covered by the impervious surface associated with
239 the footprint(s) of all buildings and structures on a particular lot. Exceptions: Structured parking
240 garages are exempt from building lot coverage calculations unless habitable space is provided
241 above or on top of the structured parking, then that portion of the parking garage would be
242 included in the calculation. The first two (2) feet of depth of an overhanging roof, decorative
243 eyebrow, awning, or other substantially similar architectural feature shall not count towards
244 building lot coverage calculations.

245 ***

246 *Fence:* A man-made barrier not comprised of masonry products or vegetation located out-
247 of-doors. Fence height shall be measured based on the average height of the natural grade on
248 either side of the fence. In locations where a fence serves as a required guard rail, it may not
249 exceed forty-two (42) inches in height.

250 ***

251 *Guest house:* A small, detached accessory structure on the grounds of a larger single-family
252 or two-family residence, used for accommodating guests of the owner/occupant of the principal
253 dwelling unit. A guest house functions as an extension of and subordinate to a single-family or
254 two-family residence. A guest house shall not be rented or used separately from the rental or use
255 of the principal dwelling unit. A guest house shall not function as an Accessory Dwelling Unit
256 (ADU).

257 ***

258 *Storage – Outdoor, Industrial:* The storage of construction material, mechanical equipment,
259 and commercial vehicles used by building trades and services or associated with other permitted
260 industrial uses. Outdoor storage is only allowed as accessory to a permitted principal use and
261 shall be appropriately screened from adjacent properties and all rights-of-way.

262 ***

263 Storage – Outdoor, Other: The storage of mechanical equipment and commercial vehicles
264 associated with permitted commercial uses. Outdoor storage is only allowed as accessory to a
265 permitted principal use and shall be appropriately screened from adjacent properties and all
266 rights-of-way.

267 ***

268 Structure lot coverage: See “building lot coverage.”

269 ***

270 Mechanical systems/equipment: Heating, ventilating, air conditioning, satellite dish
271 antennae, electrical, air conditioner compressor, pool pump and plumbing systems and similar
272 facilities which are ~~visible from a public right-of-way on the exterior of any or~~ on the roof, ~~or~~ on the
273 grounds of, or on the exterior of any site, building or structure. Mechanical systems/equipment
274 are not permitted to be located in the front setback of any property.

275 ***

276 String lights: Small electric lights spaced evenly along a cable and used for decoration. String
277 lights, also called café lights, may be clear, white or a color and those that are substantially similar.

278 ***

279 Wall: A manmade barrier comprised of masonry products located out-of-doors and not a part
280 of an exterior side of a building. Wall height shall be measured based on the average height of
281 the natural grade on either side of the wall. In locations where a wall serves as a required guard
282 rail, it may not exceed forty-two (42) inches in height.

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EXHIBIT B

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 2 “ADMINISTRATION”

Article 2, “Administration,” Division 3, “Permits”

Sec. 23.2-28. – Administrative Adjustments/Administrative Use Permits.

a) *Administrative adjustments.*

1. All existing structures that exceed the development regulations for building lot coverage, impermeable lot coverage, or floor area ratio (F.A.R.) may be expanded by right no more than ten (10) percent of the existing overall square footage. The up to ten (10) percent expansion by right shall be granted only once; any additional ~~Expansions beyond the initial ten (10) percent~~ shall have to meet the established standards for the granting of a formal variance and be reviewed by the appropriate decision-making authority.
2. The development review official may administratively adjust Code provisions and regulations for establishing the front yard for all corner and multi-frontage lots, and to adjust setback, height, and location of fences fronting public rights-of-way to conform to the orientation of the structure in ~~the single-family residential (SF-R) and single-family and two-family residential (SF-TF 14)~~ all residential zoning districts.

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EXHIBIT C

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

Article 3, "Zoning Districts" Division 2, "Residential Districts"

Sec. 23.3-7. – SF-R – Single-Family Residential.

c) Development regulations for uses permitted by right

5. Maximum impermeable surface for entire lot.

D. Provided however that ~~the lesser of nine hundred (900) square feet or~~ seventy-five (75) percent of the front yard area shall remain pervious and be landscaped.

9. Location of Accessory buildings, pools, etc.

A. Pools in the rear yard of a property with dual frontage shall have a minimum setback of 10 feet from the secondary front (rear) property line and shall be screened with fencing and/or landscape screening, subject to the regulations in LDR Sections 23.4-4 and 23.6-1.

342 **EXHIBIT D**

343 Chapter 23

344 LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

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348 *Article 3, "Zoning Districts" Division 2, "Residential Districts"*

349 **Sec. 23.3-8. – SF-TF 14 – Single-Family and Two-Family Residential.**

350
351 ***

352
353
354 c) *Development regulations for uses permitted by right*

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356 ***

357 5. *Maximum impermeable surface for entire lot.*

358
359 ***

360 C. Fifty (50) percent for lots seven thousand five hundred (7,500) square feet and
361 greater. ~~Provided however that the lesser of nine hundred (900) square feet~~
362 ~~or seventy five (75) percent of the front yard area shall remain pervious and~~
363 ~~be landscaped.~~

364 D. Provided however that seventy-five (75) percent of the front yard area shall
365 remain pervious and be landscaped.
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EXHIBIT E

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

Article 3, "Zoning Districts" Division 2, "Residential Districts"

Sec. 23.3-10. – MF-20 – Multi-Family Residential.

c) Development regulations for uses permitted by right

5. Maximum impermeable surface for entire lot.

D. Provided however that ~~the lesser of nine hundred (900) square feet or~~ seventy-five (75) percent of the front yard area shall remain pervious and be landscaped.

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EXHIBIT F

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

Article 3, "Zoning Districts" Division 2, "Residential Districts"

Sec. 23.3-11. – MF-30 – Medium Density Multi-Family Residential.

c) *Development regulations for uses permitted by right*

5. *Maximum impermeable surface for entire lot.*

D. Provided however that ~~the lesser of nine hundred (900) square feet or~~ seventy-five (75) percent of the front yard area shall remain pervious and be landscaped.

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EXHIBIT G

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

Article 3, "Zoning Districts" Division 2, "Residential Districts"

Sec. 23.3-12. – MF-40 – High Density Multi-Family Residential.

c) Development regulations for uses permitted by right

5. Maximum impermeable surface for entire lot.

D. Provided however that ~~the lesser of nine hundred (900) square feet or~~ seventy-five (75) percent of the front yard area shall remain pervious and be landscaped.

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EXHIBIT H

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

Article 3, "Zoning Districts" Division 3, "Mixed Use Districts"

Sec. 23.3-13. – MU-E – Mixed Use East.

d) *Development regulations for nonresidential uses permitted by right*

4. *Maximum impermeable surface for entire lot.*

D. Provided however that ~~the lesser of nine hundred (900) square feet or~~ seventy-five (75) percent of the front yard area shall remain pervious and be landscaped.

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EXHIBIT I

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

Article 3, "Zoning Districts" Division 3, "Mixed Use Districts"

Sec. 23.3-16. – MU-FH – Mixed Use – Federal Highway.

d) *Development regulations for uses permitted by right.*

4. *Maximum impermeable surface for nonresidential uses.*

D. Provided however that ~~the lesser of nine hundred (900) square feet or~~ seventy-five (75) percent of the front yard area shall remain pervious and be landscaped.

475
476 **EXHIBIT J**

477
478 Chapter 23

479 LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

481 **Sec. 23.4-3. – Exterior lighting.**

483 ***

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485
486 d) String lights.

- 487
488 1. String lights and those substantially similar shall be permitted in all zoning
489 districts throughout the City.
- 490
491 2. String lights shall be dark sky compliant, when possible, and the light shall be
492 shielded so not to trespass upon adjacent residential properties or districts in
493 excess of 12.57 lumens when measured at the property line.
- 494
495 3. String lights shall not illuminate any area of the beach or dune during the period
496 of the year when sea turtles nest (March 1 to October 31) or shall be lamped with
497 a long wavelength light source, such as amber or red light emitting diodes (LED),
498 low pressure sodium, or true red neon. It has been recommended by the Florida
499 Fish and Wildlife Conservation Commission that no such light source emit light
500 below five hundred sixty (560) nanometers (nm).
- 501
502 4. Sting lights shall be maintained in a steady state as either on or off and shall not
503 be set to any mode that allows flashing, pulsing, blinking, or other intermittent
504 lighting. During the month of December each year, an exception shall be made
505 to this provision to allow for string lights with intermittent lighting synchronized
506 with audible music.
- 507

508 EXHIBIT K

509 Chapter 23

510 LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

511 **Sec. 23.4-4. – Fences, Walls and Gates**

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513
514 d) *Single-family and two-family residential uses.*

515
516 1. *Height limitations.*

517 ***

518 D. Along side and rear property lines adjacent to roadways (except alleys) a fence
519 or wall placed at the property line shall have a maximum height of four (4)
520 feet. Fencing over four feet in height, up to a shall have a maximum height of
521 six (6) feet, and must be set back a minimum of thirty (30) inches from the
522 property line providing a landscape screen maintained at a minimum height
523 of twenty-four (24) inches (see definitions). Walls along side and rear property
524 lines adjacent to roadways (except alleys) over four feet in height, up to a shall
525 have a maximum height of six (6) feet, and must be set back a minimum of
526 five (5) feet from the property line providing a landscape screen maintained at
527 a minimum height of twenty-four (24) inches. (See definitions.)

528 ***

529 e) *Multi-family residential uses.*

530
531 1. *Height limitations.*

532 ***

533 C. Along side and rear property lines adjacent to roadways (except alleys) a fence
534 or wall placed at the property line shall have a maximum height of four (4)
535 feet. Fencing over four feet in height, up to a shall have a maximum height of
536 six (6) feet, and must be set back a minimum of thirty (30) inches from the
537 property line providing a landscape screen maintained at a minimum height
538 of twenty-four (24) inches (see definitions). Walls along side and rear property
539 lines adjacent to roadways (except alleys) over four feet in height, up to a shall
540 have a maximum height of six (6) feet, and must be set back a minimum of
541 five (5) feet from the property line providing a landscape screen maintained at
542 a minimum height of twenty-four (24) inches. (See definitions.)

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EXHIBIT L

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

Sec. 23.4-16. – Mechanical Systems/Equipment for Existing Residential Structures

- a) For existing residential structures, placement of mechanical equipment shall be allowed in the rear or side setback and/or between the main structure and a public street if there is insufficient space to locate the equipment outside of the setbacks. Equipment located in the rear or side setback must meet requirements of the landscape code and the equipment must be screened from view of the right-of-way. In addition, product information or an engineering report must be submitted indicating the noise level will not be in excess of sixty-five (65) decibels as measured at the property line. Mechanical systems/equipment are not permitted to be located in the front setback of any property.

572 EXHIBIT M

573 Chapter 23

574 LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

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576
577 **Sec. 23.4-19. – Outdoor Storage and Open-Air Operations.**

578 A. *Outdoor storage.*

581 ***

582 b) Outdoor storage in mixed-use districts and Artisanal Industrial. Outdoor storage in
583 mixed-use districts and the Artisanal Industrial (AI) district shall be permitted only as
584 accessory to an approved principal use. All such storage shall be completely screened
585 from all public rights-of-way and any adjacent property that is zoned for residential or
586 mixed use. Screening shall require both fencing and landscaping. Outdoor storage of
587 chemicals or parts is prohibited in mixed-use districts and the AI district.

588
589 ~~b c) Outdoor storage industrial in I-POC.~~ Outdoor storage in the I-POC industrial districts
590 shall be permitted only as accessory to an approved principal use. All such storage
591 shall be completely screened from all public rights-of-way and any adjacent property
592 that is zoned for residential or mixed use. Outdoor storage of equipment, vehicles,
593 boats, parts, materials, or chemicals are required to be stored on an impervious paved
594 surfaces to reduce pollutants in stormwater runoff.

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596
597 ~~B. Open air operations.~~

598 a) ~~The following shall be allowed to be displayed only in front of the business to which the~~
599 ~~items belong:~~

- 600 1. ~~Up to three (3) items, which must be new or in excellent condition.~~
- 601 2. ~~Flowers or foliage maintained per City Code.~~
- 602 3. ~~Used and new clothing stores may display one (1) freestanding vertical clothing~~
603 ~~pole with a maximum of three (3) items of clothing.~~
- 604 4. ~~One (1) Propane tank display case if less than ten (10) percent of the bay or~~
605 ~~building width that the associated business occupies and if completely screened~~
606 ~~from abutting properties and rights-of-way.~~
- 607 5. ~~No item can obstruct entry or exit from any store or property or in any other way~~
608 ~~be hazardous to pedestrians or motorists. All items must be placed entirely on~~
609 ~~private property and may not be located in required parking areas or landscaped~~
610 ~~areas.~~
- 611 6. ~~No item may impede pedestrian access to the public sidewalk and/or restrict~~
612 ~~ADA accessibility.~~
- 613 7. ~~One (1) sandwich board meeting the requirements of the city's sign code may~~
614 ~~be displayed in front of businesses facing a city major thoroughfare and cannot~~
615 ~~impede pedestrian access or ADA accessibility.~~

616 b) ~~The following shall be allowed by first obtaining an administrative use permit on behalf~~
617 ~~of each individual business for a sales event no more than four (4) times a year for a~~
618 ~~duration of no more than three (3) days:~~

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- ~~1. Art or craft demonstrations.~~
 - ~~2. Outdoor sales of items.~~
 - ~~3. Guest art or craft or artist related items.~~
- e) ~~The following items shall not be displayed outside of any store or business at any time:~~
- ~~1. Upholstered furniture or bedding.~~
 - ~~2. Electrical appliances.~~
 - ~~3. Horizontal racks of clothing.~~
 - ~~4. Vehicles (except in authorized and licensed lots) or parts thereof.~~
 - ~~5. Any items which are in disrepair, rusty, mold or mildew damaged, soiled or sandy, any item having chipped or peeling paint, any item having protruding bolts or nails.~~
- d) ~~The appropriate regulatory advisory board shall review and make recommendations to the appropriateness of granting a variance from the open-air operations rules.~~

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EXHIBIT N

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 5 "SUPPLEMENTAL REGULATIONS"

Sec. 23.5-1. – Signs.

g) *Prohibited signs.*

~~18. String of light bulbs, except as provided in subsection e), above.~~

647 **EXHIBIT O**

648 Chapter 23

649 LAND DEVELOPMENT REGULATIONS ARTICLE 5 "SUPPLEMENTAL REGULATIONS"

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653 **Sec. 23.5-4. – Historic Preservation.**

654 ***

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656 m) *Exceptions to certificates of appropriateness.*

657 ***

658
659 7. *Demolition of non-contributing single-family residential structures in special flood hazard*
660 *areas. In compliance with F.S. 553.79(26), a COA shall not be required for demolition*
661 *of non-contributing single-family residential structures located in a coastal high-hazard*
662 *area, moderate flood zone, or special flood hazard area if the lowest finished floor*
663 *elevation of such structure is at or below base flood elevation as established by the*
664 *Florida Building Code or a higher base flood elevation as may be required by local*
665 *ordinance, whichever is higher. If a demolition permit is requested under this section,*
666 *the HRPB shall be notified.*
667
668



DATE: March 27, 2024

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: April 3 & April 10, 2024

SUBJECT: **Ordinance 2024-06**: Consideration of an ordinance amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping items and minor changes for clarity.

PROPOSAL / BACKGROUND/ ANALYSIS:

The proposed LDR Amendments will modify the following sections of the City’s Land Development Regulations:

- Article 1 – Section 23.1-12: Definitions
- Article 2 – Section 23.2-28: Administrative Adjustments/Administrative Use Permits
- Article 3 – Section 23.3-7: Single-Family Residential (SF-R)
- Article 3 – Section 23.3-8: Single-Family and Two-Family Residential (SF-TF 14)
- Article 3 – Section 23.3-10: Multi-Family Residential (MF-20)
- Article 3 – Section 23.3-11: Medium Density Multi-Family Residential (MF-30)
- Article 3 – Section 23.3-12: High Density Multi-Family Residential (MF-40)
- Article 3 – Section 23.3-13: Mixed Use – East (MU-E)
- Article 3 – Section 23.3-16: Mixed Use – Federal Highway (MU-FH)
- Article 4 – Section 23.4-3: Exterior Lighting
- Article 4 – Section 23.4-4: Fence, Walls, and Gates
- Article 4 – Section 23.4-16: Mechanical Systems/Equipment for existing residential structures
- Article 4 – Section 23.4-19: Outdoor Storage and Open-Air Operations
- Article 5 – Section 23.5-1: Signs
- Article 5 – Section 23.5-4: Historic Preservation

Administrative Adjustments: Expanding and clarifying the ability of the Development Review Officer (DRO) to establish the front yard and adjust fencing fronting public rights-of-way (ROW) in all residential zoning districts. Also, clarify the provision of administrative adjustment for existing structures.

Pools on dual frontage properties: Clarify the minimum setbacks for pools on properties with dual frontage.

String Lights: Adding definition for string lights and establishing timeframes in which holiday lights may be displayed.

Residential Fences and Walls: To allow four-foot fences or walls at the property line abutting the public right-of-way with no additional setback or landscape screening requirement.

Outdoor Storage: Adding and amending definitions of outdoor storage. Adding performance standards for outdoor storage in the mixed use and artisanal industrial zoning districts.

Historic Preservation: Amending 553.79(26), Florida Statutes, regarding demolition of noncontributing single-family structures in special flood hazard areas.

Housekeeping Items: Revising and definitions to better distinguish between Accessory Dwelling Units (ADU) and guest houses, removing inconsistencies related to minimum front yard landscaping area, further identifying location requirements for mechanical systems, clarifying height measurements for fencing and walls, and clarifying building lot coverage calculations.

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2024-06.

POTENTIAL MOTION:

I move to **RECOMMEND/NOT RECOMMEND** TO THE CITY COMMISSION TO ADOPT the proposed LDR text amendments included in Ordinance 2024-06.

Attachments

- A. Draft Ordinance 2024-06

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 21, 2024

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2024-07 – Second Reading – amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-25 “Micro-units” to provide minor changes to the development standards for Micro-Units

SUMMARY/ BACKGROUND:

The proposed amendment would improve interest and use of the program per feedback from potential investors and developers.

The **Planning & Zoning Board (PZB)** unanimously voted to recommend approval of the proposed text amendments at their April 3, 2024, meeting with the recommendations that the text, line 54, the project size be amended from 20 units to 10 units. The discussion by the PZB was that to incentivize micro-unit development for smaller lots, 10 micro-units are more feasible as some of the lots being developed cannot accommodate 20 micro-units. The PZB also recommended amending section c) to include the text “if a project does not provide a mix of uses, the interior shared common area shall be at least 20 percent”. The discussion by the PZB was on the impacts of the revised gross area for mixed-use projects.

The **Historic Resources Preservation Board (HRPB)** unanimously voted to recommend approval of the proposed text amendments at their meeting on April 10, 2024. The HRPB did not consider PZB recommendations.

At its meeting of May 7, 2024, the **City Commission** unanimously voted to approve the proposed ordinance inclusive of the recommended edits from the **PZB** and **HRPB**, which are highlighted in yellow.

MOTION:

Move to approve/disapprove Ordinance 2024-07 amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-25 “Micro-units” to provide minor changes to the development standards for Micro-Units .

ATTACHMENT(S):

Ordinance 2024-07
PZB/HRPB Staff Report

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4 **ORDINANCE 2024-07 - AN ORDINANCE OF THE CITY OF LAKE WORTH**
5 **BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT**
6 **REGULATIONS,” ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION**
7 **23.4-25 “MICRO-UNITS,” AND PROVIDING FOR SEVERABILITY,**
8 **CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE**
9

10 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State of
11 Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the “City”),
12 enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal
13 government, perform municipal functions, and render municipal services, and may exercise any
14 power for municipal purposes, except as expressly prohibited by law; and
15

16 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing body of
17 each municipality in the state has the power to enact legislation concerning any subject matter
18 upon which the state legislature may act, except when expressly prohibited by law; and
19

20 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development Standards,”
21 Section 23.4-25 – Micro-Units to amend the supplementary development standards for this use;
22 and
23

24 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
25 municipality having such power and authority conferred upon it by the Florida Constitution and
26 Chapter 166, Florida Statutes; and
27

28 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning agency,
29 considered the proposed amendments at a duly advertised public hearing; and
30

31 **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local
32 planning agency, considered the proposed amendments at a duly advertised public hearing; and
33

34 **WHEREAS**, the City Commission finds and declares that the adoption of this ordinance is
35 appropriate, and in the best interest of the health, safety and welfare of the City, its residents and
36 visitors.
37

38 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF**
39 **LAKE WORTH BEACH, FLORIDA, that:**
40

41 **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as being
42 true and correct and are made a specific part of this ordinance as if set forth herein.
43

44 **Section 2:** Chapter 23 “Land Development Regulations,” Article 4 “Development
45 Standards,” Section 23.4-25 “Micro-units” is hereby amended to read as follows:
46

47 **Sec. 23.4-25. – Micro-units.**
48

- 49 a) *Project size.* All micro-unit projects must provide a minimum of **20 10** micro-units.
50
51 b) *Micro-Unit Use Restriction.* Micro-units must be residential and may not be converted to other
52 uses. Each micro-unit must be separately metered for electric.
53
54 c) *Personal service, retail or commercial space.* All micro-unit projects shall be designed as
55 mixed use projects providing personal service, retail and/or commercial areas, including the

56 required parking as set forth in this section and shall be allowed only within the City's mixed
57 use zoning districts. The aforementioned listed uses other than residential should account for
58 at least 10 45% of the gross area of the project or 2,500 sq ft, whichever is less. **If a project**
59 **does not provide a mix of uses, the interior shared common area shall be at least 20%.** Live
60 work space, co work space or general office space may not count toward the required area
61 for 45% of non-residential uses.

- 62
- 63 d) *Residential Building Type.* All micro-unit projects must be in a multi-family structure or
64 collection of multi-family structures. Individual micro-units may not be combined to facilitate
65 larger individual units.
- 66
- 67 e) *Interior shared common areas.* Interior shared common areas supporting micro-units must
68 equate to 10% of the gross living area of all residential units within the project. Such
69 supporting common areas shall include but not be limited to the following:
- 70 1. Reading Room,
71 2. Gym/Exercise Facilities,
72 3. Virtual Office Space,
73 4. Party/Community Room,
74 5. Game Room,
75 6. Library,
76 7. Movie Theatre,
77 8. Gourmet Kitchen,
78 9. Art Labs,
79 10. Other similarly situated common usage areas, and
80 11. Essential support areas such as lobbies, hallways, egress routes, stairs, concierge areas,
81 staff offices, maintenance areas and required restroom facilities or similar shall not count
82 toward shared interior common areas.
- 83
- 84 f) *Parking.* Parking may be a combination of the following:
- 85 1. One (1) parking space or equivalent for each micro unit;
86 2. 50% or more of the required spaces shall be standard parking spaces;
87 3. Up to 25% of the parking spaces may be compact spaces (8'-0" x 18'-0");
88 4. Up to 25% of the parking spaces may be met with bicycle, scooter or motorcycle storage.
89 Four (4) bicycle storage spaces shall equal one (1) parking space; two (2) scooter storage
90 spaces shall equal one (1) parking space; and two (2) motorcycle storage spaces shall
91 equal one (1) parking space; and
92 5. Required guest and employee parking may be met with the same parking space
93 combination ratio. Guest and employee parking shall be no less than one (1) space for
94 every 100 sq. ft. of common area, public area, support area and offices, excluding required
95 hallways, egress routes and stairs.
96 6. The mixed-use parking reduction of 25% shall not apply.
- 97
- 98 g) *Outdoor amenity.* All micro-unit projects shall provide for an outdoor amenity that is above
99 and beyond the required interior shared common area. Outdoor amenity space shall be no
100 less than 5% of the gross area of all residential units and may not count toward the required
101 interior shared common area.

102

103 **Section 3: Severability.** If any section, subsection, sentence, clause, phrase or portion
104 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
105 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and
106 such holding shall not affect the validity of the remaining portions thereof.

107

108 **Section 4: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict
109 herewith are hereby repealed to the extent of such conflict.

110
111 **Section 5: Codification.** The sections of the ordinance may be made a part of the City
112 Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and
113 the word "ordinance" may be changed to "section", "division", or any other appropriate word.

114
115 **Section 6: Effective Date.** This ordinance shall become effective 10 days after
116 passage.

117
118 The passage of this ordinance on first reading was moved by Vice Mayor Malega,
119 seconded by Commissioner Diaz, and upon being put to a vote, the vote was as follows:

120		
121	Mayor Betty Resch	AYE
122	Vice Mayor Sarah Malega	AYE
123	Commissioner Christopher McVoy	AYE
124	Commissioner Mimi May	AYE
125	Commissioner Reinaldo Diaz	AYE
126		

127 The Mayor thereupon declared this ordinance duly passed on first reading on the 7th day
128 of May, 2024.

129
130
131 The passage of this ordinance on second reading was moved by _____,
132 seconded by _____, and upon being put to a vote, the vote was as follows:

133	
134	Mayor Betty Resch
135	Vice Mayor Christopher McVoy
136	Commissioner Sarah Malega
137	Commissioner Mimi May
138	Commissioner Reinaldo Diaz
139	

140 The Mayor thereupon declared this ordinance duly passed on the _____ day of
141 _____, 2024.

142
143 LAKE WORTH BEACH CITY COMMISSION

144
145
146 By: _____
147 Betty Resch, Mayor

148
149 ATTEST:

150
151
152 _____
153 Melissa Ann Coyne, MMC, City Clerk
154



DATE: March 27, 2024

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: April 3 & April 10, 2024

SUBJECT: **Ordinance 2024-07**: Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” Section 23.4-25 “Micro-units” to provide minor changes to the development standards for Micro-Units.

PROPOSAL / BACKGROUND/ ANALYSIS:

The proposed amendment would improve interest and use of the program per feedback from potential investors and developers.

The proposed ordinance would amend the recently adopted new section of the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 4, Section 23.4-25 – Micro-Units

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2024-07.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendment included in Ordinance 2024-07.

Attachments

- A. Draft Ordinance 2024-07

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 21, 2024

DEPARTMENT: Community Sustainability

TITLE:

Request from the Developer of the Residences of Lake Worth Beach to Waive the Required Sustainable Bonus Incentive Program Fee to the City

SUMMARY:

A formal request from the Richman Lake Worth LIHTC, LLC, the developer of the proposed Residences of Lake Worth Beach on Second Avenue North, to waive the required Sustainable Bonus Incentive Program fee of \$444,195 in recognition of the entire 195 residential unit development being constructed as affordable/workforce housing with an associated covenant.

BACKGROUND AND JUSTIFICATION:

On April 4, 2023, the City Commission approved Ordinance No. 022-17 allowing for the construction of the Residences of Lake Worth Beach as a residential only urban planned development, which included a Sustainable Bonus Incentive Program element to allow for the construction of 3 mid-rise, five story residential buildings including 195 units. The required payment to the City for the sustainable bonus was \$444,195.

At the time the project was approved, only 31 of the units (15%) were required to be income restricted under the City's Affordable/Workforce Housing Program. Now the developer is proposing that the remaining 182 units all be income restricted, either as affordable or workforce. 156 of those 182 units will be incentivized by the County's Workforce Housing program. The remaining 6 units of the project have an incentivized value of \$678,000 under the City's Affordable/Workforce Housing Program. This value of \$678,000 is being offered as a justification to request the waiver of the \$444,195 in a required sustainable bonus fee.

Since the \$444,195 is a payment due to the City, the City does not have to pay out any funds from either the General Fund or Sustainable Bonus Incentive Program Trust fund.

MOTION:

Move to approve/disapprove waiver of the required Sustainable Bonus Incentive Program fee of \$444,195

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

Residences of Lake Worth fee waiver request letter

Residences of Lake Worth Affordable Housing Program spreadsheet

City of Lake Worth Beach Affordable/Workforce Housing Program brochure

2024 Income and Rent Limits

Richman Lake Worth LIHTC, LLC

303 Banyan Blvd. Suite 101 West Palm Beach, FL 33401

April 26, 2024

Ms. Betty Resch
Mayor
City of Lake Worth Beach

Re: Residences at Lake Worth

Dear Ms. Resch:

Please accept this letter as our formal application to request financial support utilizing the Lake Worth Beach Affordable/Workforce Housing Program in the following manner: Waiver of the \$444,195 City Sustainability Fee. The waiver of this fee is requested to help offset the high costs of developing The Residences at Lake Worth project as a fully affordable project serving residents with incomes ranging from 60% -100% AMI. If not for the requested support through the City's Affordable Housing Program, it would not be possible to complete the project and create 195 new affordable housing residential units within the City of Lake Worth Beach.

The subject property's site plan was approved on April 4th, 2023, with income restrictions on 15% (31) units out of the projects total 195 units. The income restrictions on the original zoning approval, restricted the 31 units with income set asides ranging from 60% AMI to 140% AMI. Since the site plan was originally approved, we have applied and been recommended for funding for Palm Beach County Bonds utilizing the County Workforce Housing RFP HED.HBLP 2024.4. The County funds awarded from the Workforce Housing RFP HED.HBLP 2024.4 will be allocated to only the 156 WFH Units that are restricted at 100% AMI. The County funded workforce units will carry with them a 50-year deed restriction ensuring the units sustained affordability. The original approval unit data table as well as new project data table encompassing the County WFH units are both provided as exhibits to this letter.

The Richman Group is requesting to utilize the City of Lake Worth Beach Affordable Housing Program to request relief from the City's Sustainability Fee on the project. As you can see on the provided exhibits, there are 8 additional units at the 60% AMI above what the City required for the site plan approval, and which are not able to use any of the County WFH funding. The additional affordable units consist of (6) one-bedroom units and (2) two-bedroom units. Using the City's Affordable Housing Program calculations, the potential incentive amount for these additional units equates to \$676,000, based on the 2024 AMI of \$104,000.

- For a one-bedroom dwelling unit, a one-time payment of \$60,000 or 75% of the area median income, whichever is greater. Using the 2024 AMI of \$104,000 multiplied by 75% equates to \$78,000 in possible incentives per one-bedroom unit. (\$78,000 x 6 units = \$468,000)

- For a two-bedroom dwelling unit, a one-time payment of \$80,000 or 100% of the area median income, whichever is greater. Using the 2024 AMI of \$104,000 multiplied by 75% equates to \$78,000 in possible incentives per two-bedroom unit. ($\$104,000 \times 75\% = \$78,000$)
- \$468,000 (6 one-bedroom units at \$78,000 each) + \$208,000 (2 two-bedroom units at \$104,000) units = \$676,000
- Total Potential Incentives utilizing the City Affordable Housing Program = \$678,000

We believe that our proposed project meets the Goals and Guiding Principles as spelled out in the City of Lake Worth Beach Affordable/Workforce Housing Program. Specifically, Residences at Lake Worth meets the below parameters:

- The award is calculated correctly, consistent with the density and unit size reductions that are allowed under the Affordable/Workforce Housing Program.
- The proposed income restrictions meet the intent of the Affordable/Workforce Housing Program.
- The proposed annual rents meet the intent of the Affordable/Workforce Housing Program.
- The proposed restrictive covenants to maintain affordability meet the intent of the Affordable/Workforce Housing Program.

The Residences at Lake Worth represents an amazing opportunity for The City of Lake Worth Beach and The Richman Group of Florida to be part of a truly transformational development opportunity by taking what was once a vacant blighted site and turning it into a true community asset that provides affordable housing for many years to come.

Sincerely



William T. Fabbri
Executive Vice President

Original Residences at Lake Worth		Total Units	195
City Required Affordable Units			
	<u>Bedroom size</u>	<u>AMI</u>	<u># of Units</u>
1 BR		60% - 80%	3
		80% - 100%	3
		100% - 120%	4
		120% - 140%	4
		total	
2 BR		60% - 80%	4
		80% - 100%	4
		100% - 120%	4
		120% - 140%	4
3 BR		105%	1
Total City Required Aff Units			31
Total Market Rate Units			164

TRG Provided Affordable Units		Total Units	195
	<u>Bedroom size</u>	<u>AMI</u>	<u># of Units</u>
1 BR		60%	21
		100%	84
2 BR		60%	18
		100%	67
3 BR		100%	5
Total Proposed Aff/WF Units			195
Total Market Rate Units			0

City of LWB Incentives 2024 Average Median \$ 104,000.00

- 1BR - \$60K or 75% of AMI, whichever is greater
- 2BR - \$80K or 100% of AMI, whichever is greater
- 3BR - \$100K or 125% of AMI, whichever is greater

City of LWB Affordable Housing Program

*Additional Aff/Wf units provided above the mandatory 15%, which are not subsidized by the County WFH Bond program

<u>Bedroom size</u>	<u>AMI</u>	<u># of Units</u>	<u>City Incentive Per Unit</u>	<u>Totals</u>
1 BR	60%	6	\$ 78,000.00	\$ 468,000.00
	100%	0	\$ 78,000.00	\$ -
2 BR	60%	2	\$ 104,000.00	\$ 208,000.00
	100%	0	\$ 104,000.00	\$ -
3 BR	100%	0	\$ 130,000.00	\$ -
Total Potential Incentives using LWB AFF/WF Program		8		\$ 676,000.00
Sustainability Fee Amount Requested to be Waived				\$ 444,195.00



City of
**Lake Worth
Beach**
FLORIDA™

LAKE WORTH BEACH
**Affordable/
Workforce
Housing Program**



lakeworthbeachfl.gov

ABOUT THE PROGRAM

The City of Lake Worth Beach is committed to providing sound, high-quality, attractive housing options to all segments of its population as well as to encourage new residents.

As housing has become more scarce and more expensive, the City has adopted an official affordable/workforce housing program to address the significant housing shortages in Palm Beach County. The program is an inclusionary means of requiring developers to provide attainable housing in all projects requesting density, intensity and/or height bonuses under its Sustainable Bonus Incentive Program, Transfer Development Rights Program or Affordable Housing Bonus Program.

What are the incentives for developers?

Tier One Incentives: applies to all development projects consistent with these provisions:

- (a) Up to a fifteen percent (15%) increase in overall project density;
- (b) Up to a fifteen percent (15%) reduction in the gross area requirements based on unit type;
- (c) Up to a twenty five percent (25%) reduction in required parking, provided that each residential dwelling unit is provided at least one (1) parking space. This reduction may not be combined with other parking reduction provisions of the Land Development Regulations;
- (d) Any additional density and/or other benefits provided under this tier shall require that those units benefiting from the provisions be restricted as affordable/workforce housing meeting the requirements of the program through a restrictive covenant.

- (e) Additional financial incentives may be considered on a case by case basis during the review by the applicable decision-making entity, if the project provides more affordable/workforce units than the minimum required.

Tier Two Incentives: applies to all projects utilizing other city incentive and/or bonus program(s):

- (a) For all projects utilizing any other city incentive or bonus program(s), fifteen percent (15%) of the total number of dwelling units within the project must be restricted as affordable/workforce dwelling units meeting the requirements of this section through a restrictive covenant.
- (b) Any combination of Tier One incentives with other city incentive and/or bonus program(s) related to density, intensity and/or height shall require that all units benefiting from these increases and/or incentives be restricted as affordable/workforce dwelling units meeting the requirements of the program through a restrictive covenant.

What are the Incentives to Provide Additional Affordable Units?

The following financial incentive values are based on unit type and to ensure that more than the required fifteen percent (15%) of the deed restricted units remain affordable for a guaranteed period of twenty-five (25) years through a restrictive covenant. These incentive values also apply for the extension of affordability in increments of twenty-five (25) years.

1. For a studio dwelling unit, a one-time payment of \$40,000 or 50% percent of the area median income, whichever is greater;
2. For a one-bedroom dwelling unit, a one-time payment of \$60,000 or 75% percent of the area median income, whichever is greater;
3. For a two-bedroom dwelling unit, a one-time payment of \$80,000 or 100% percent of the area median income, whichever is greater;
4. For a three-bedroom dwelling unit, a one-time payment of \$100,000 or 125% percent of the area median income, whichever is greater;
5. For a four or more-bedroom dwelling unit, a one-time payment of \$120,000 or 150% percent of the area median income, whichever is greater.
6. For a fee simple ownership dwelling unit, an additional one-time payment of \$25,000 may be provided; and
7. Payments shall be made at time of dwelling units receiving a final certificate of occupancy or certificate of completion.



In addition, the City has the option to negotiate an additional buy down of the required units so that they are affordable to a lower household income range than provided here. The incentive, buydown value will be based on the type of unit and gross household income.

Options for Payment of Financial Incentive Values

Values may be paid through the following:

- Utilization of Sustainable Bonus Incentive Values,
- Transfer Development Right Values,
- Cash payments from the City's Affordable/Workforce Housing Program Trust Fund, Sustainable Bonus Incentive Trust Account or the Transfer Development Rights Trust Account.
- And/Or through other legally approved funding source(s).

In Lieu Payment Provisions

In some instances, projects including Density, Intensity and/or Height Bonuses may not be appropriate for participation in the Program. In these cases, the project may pay an in lieu of payment based on the following:

1. The fee shall be calculated on fifteen percent (15%) of the gross area of the bonuses requested for the project.
2. The fee shall be a one-time payment of \$50 or 0.0625% of the area median income, whichever is greater, per gross square foot.
3. Projects eligible for an in lieu of payment may include the following:
 - i. Single or multiple use projects that do not include a residential use;
 - ii. Mixed use projects that include residential and fewer than 25 residential units;
 - iii. Residential only projects that include fewer than 15 residential units;
 - iv. Any project that includes a residential use(s) and all of the dwelling units are for sale, home ownership such as condominiums, townhouses and/or single-family residences of which none are deed restricted as affordable/workforce housing.
4. Fee payment shall be due prior to issuance of any building permits related to the project.



How will the City evaluate a developer's application?

The award of bonus density, height and/or intensity under the Affordable/Workforce Housing Program is based on the following criteria:

- a. Is the award calculated correctly, consistent with the density and unit size reduction(s) that are allowed under the Affordable/Workforce Housing Program, including that the affordable/workforce housing unit type mix be reflective of the overall unit type mix for the entire project;
- b. Do the proposed income restrictions meet the intent of the Affordable/Workforce Housing Program;
- c. Do the proposed annual rents and/or mortgage costs meet the intent of the Affordable/Workforce Housing Program; and
- d. Do the proposed restrictive covenants to maintain affordability meet the intent of the Affordable/Workforce Housing Program?



What is required in a development application?

To participate in the program and to obtain increases in density, intensity and/or height, an application must include all of the following:

- A project fact sheet with building specifications including the number of additional units, unit types and unit sizes proposed.
- The affordability criteria for each unit proposed to be included in the project.
- The City's version of restrictive covenants or draft restrictive covenants should the City's version not be submitted.
- Any other additional information required by city staff to ensure that the requirements of the Affordable/Workforce Housing Program are being met.

Additional Regulations

- Twenty-five year restrictive covenant
- Annual performance report/Audit
- Penalty for non-compliance
- City option to extend affordability in twenty five-year increments
- City to create Affordable/Workforce Housing Trust Fund
- The affordable/workforce units provided in a project must represent the same unit type and mix as the project as a whole

How will a household or family qualify for housing under this program?

The qualifying income restrictions under the program are based on the unit type/size, the area median income for a family of four and the number of residents in the unit as follows:

- For a studio unit, the annual gross household income shall not exceed forty five percent (45%) of area median income and minimum household size of one (1) person, not to exceed two (2) people.
- For a one-bedroom unit, the annual gross household income shall not exceed sixty five percent (65%) of the area median income and minimum household size of one (1) person, not to exceed two (2) people.



- For a two-bedroom unit, the annual gross household income shall not exceed eighty five percent (85%) of the area median income and minimum household size of two (2) people, not to exceed two (2) people per bedroom.
- For a three-bedroom unit, the annual gross household income shall not exceed one hundred and five percent (105%) of the area median income and minimum household size of three (3) people, not to exceed two (2) people per bedroom.
- For a four or more-bedroom unit, the annual gross household income shall not exceed one hundred and twenty five percent (125%) of the area median income and minimum household size of four (4) people, not to exceed two (2) people per bedroom.
- For fee simple ownership, the limits provided above may be increased by fifteen percent (15%) based on unit type and shall include the overall housing expense.
- Alternatively, the income restrictions may adhere to the following guidelines singularly or in combination.
 - a. "Affordable Housing Eligible Households" means a household with an annual gross household income at or less than eighty percent (80%) of the Area Median Income, calculated as percentages of the Median Family Income for Palm Beach County, as published annually by the US Department of Housing and Urban Development.
 - b. "Workforce Housing Eligible Households" means a household with an annual gross household income within the following income categories: Moderate (80%-100%) and Middle (101%-140%) of the Area Median Income, calculated as percentages of the Median Family Income for Palm Beach County, as published annually by the US Department of Housing and Urban Development.

For more information regarding the program,
please contact the Lake Worth Beach Community
Sustainability Department at **561.586.1687**
or pzoning@lakeworthbeachfl.gov.



CITY OF LAKE WORTH BEACH
Department for Community Sustainability
Division of Planning, Zoning & Historic Preservation

1900 2nd Avenue North,
Lake Worth Beach, FL 33461

P: 561.586.1687

lakeworthbeachfl.gov/community-sustainability

Note: The general hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD release: 4/2/2024

Effective: 4/1/2024

Implement on/before: 5/16/2024

2024 Income Limits and Rent Limits

Florida Housing Finance Corporation

Multifamily Rental Programs and CWHIP Homeownership Program

NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Palm Beach County (West Palm Beach- Boca Raton HMFA)	20%	15,000	17,140	19,280	21,420	23,140	24,860	26,560	28,280	29,988	31,702	375	401	482	557	621	685
	25%	18,750	21,425	24,100	26,775	28,925	31,075	33,200	35,350	37,485	39,627	468	502	602	696	776	856
	28%	21,000	23,996	26,992	29,988	32,396	34,804	37,184	39,592	41,983	44,382	525	562	674	779	870	959
	30%	22,500	25,710	28,920	32,130	34,710	37,290	39,840	42,420	44,982	47,552	562	602	723	835	932	1,028
	33%	24,750	28,281	31,812	35,343	38,181	41,019	43,824	46,662	49,480	52,308	618	662	795	919	1,025	1,131
	35%	26,250	29,995	33,740	37,485	40,495	43,505	46,480	49,490	52,479	55,478	656	703	843	974	1,087	1,199
	40%	30,000	34,280	38,560	42,840	46,280	49,720	53,120	56,560	59,976	63,403	750	803	964	1,114	1,243	1,371
	45%	33,750	38,565	43,380	48,195	52,065	55,935	59,760	63,630	67,473	71,329	843	903	1,084	1,253	1,398	1,542
	50%	37,500	42,850	48,200	53,550	57,850	62,150	66,400	70,700	74,970	79,254	937	1,004	1,205	1,392	1,553	1,713
	60%	45,000	51,420	57,840	64,260	69,420	74,580	79,680	84,840	89,964	95,105	1,125	1,205	1,446	1,671	1,864	2,056
	70%	52,500	59,990	67,480	74,970	80,990	87,010	92,960	98,980	104,958	110,956	1,312	1,406	1,687	1,949	2,175	2,399
	80%	60,000	68,560	77,120	85,680	92,560	99,440	106,240	113,120	119,952	126,806	1,500	1,607	1,928	2,228	2,486	2,742
	120%	90,000	102,840	115,680	128,520	138,840	149,160	159,360	169,680	179,928	190,210	2,250	2,410	2,892	3,342	3,729	4,113
140%	105,000	119,980	134,960	149,940	161,980	174,020	185,920	197,960	209,916	221,911	2,625	2,812	3,374	3,899	4,350	4,798	
HERA Special Limits per Section 142(d)(2)(E) (Est. 2021) <i>For use by projects that placed in service at least one building on or before 12/31/2008</i>	25% - HS	19,075	21,800	24,525	27,250	29,450	31,625	33,800	35,975	38,150	40,330	476	510	613	708	790	872
	28% - HS	21,364	24,416	27,468	30,520	32,984	35,420	37,856	40,292	42,728	45,170	534	572	686	793	885	976
	30% - HS	22,890	26,160	29,430	32,700	35,340	37,950	40,560	43,170	45,780	48,396	572	613	735	850	948	1,046
	33% - HS	25,179	28,776	32,373	35,970	38,874	41,745	44,616	47,487	50,358	53,236	629	674	809	935	1,043	1,151
	35% - HS	26,705	30,520	34,335	38,150	41,230	44,275	47,320	50,365	53,410	56,462	667	715	858	992	1,106	1,221
	40% - HS	30,520	34,880	39,240	43,600	47,120	50,600	54,080	57,560	61,040	64,528	763	817	981	1,134	1,265	1,395
	45% - HS	34,335	39,240	44,145	49,050	53,010	56,925	60,840	64,755	68,670	72,594	858	919	1,103	1,275	1,423	1,569
	50% - HS	38,150	43,600	49,050	54,500	58,900	63,250	67,600	71,950	76,300	80,660	953	1,021	1,226	1,417	1,581	1,744
60% - HS	45,780	52,320	58,860	65,400	70,680	75,900	81,120	86,340	91,560	96,792	1,144	1,226	1,471	1,701	1,897	2,093	

Median: 104,000

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 21, 2024

DEPARTMENT: Public Works

TITLE:

Agreement with Brandano Display, Inc. for Downtown Decorative Lighting and Maintenance

SUMMARY:

The agreement authorizes the City to utilize Brandano Displays, Inc. for the installation and management of the decorative lighting in the City's downtown corridor year-round.

BACKGROUND AND JUSTIFICATION:

The City has decorative lighting in place 365 days a year for the downtown area. This contract is for services related to installation, repair, replacement, and management of the lighting on Lake Avenue and Lucerne Avenue throughout the year. On March 6, 2024, the City received one (1) bid from Brandano Display, Inc. in response to Invitation for Bid IFB#24-102, Annual Contract for Downtown Decorative Lighting and Maintenance. Upon review of the bid submittal, it was determined that Brandano Display, Inc. was a responsive and responsible bid. Brandano Display, Inc. is the City's current contractor managing these services for the for the past five years successfully and this current contract is valid until August 6, 2024. In continued collaboration with the City, the LWB Community Redevelopment Agency (CRA) has agreed to share this cost with the City. The new Agreement will be effective from August 7, 2024, and is for an initial three (3) year term with two (2) additional one (1) year extensions, for a total possible term of five (5) years.

MOTION:

Move to approve/disapprove the agreement with Brandano Displays Inc. for Downtown Decorative Lighting and Maintenance.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	16,243.33	0	0	0	0
Operating	0	97,460.00	97,460.00	97,460.00	97,460.00
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	General Fund
Division	Public Service
GL Description	Contractual Services/ Other Contractual Service
GL Account Number	001-5062-519.34-50 (\$48,730) , CRA (\$48,730)
Project Number	N/A
Requested Funds	\$16,243.33
Remaining Balance	\$247.57
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Paygo/Current Revenues

**AGREEMENT FOR GOODS AND SERVICES
(Downtown Decorative Lighting and Maintenance)**

THIS AGREEMENT is made on _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **Brandano Displays, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 1473 Banks Road, Margate, FL 33063.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid #24-102 (hereinafter "IFB") for the installation and management of decorative lighting in the City's downtown Corridor year-round in Lake Worth Beach, Florida (hereinafter "IFB"); and

WHEREAS, CONTRACTOR submitted a bid for the installation and management of decorative lighting in the City's downtown Corridor year-round as described and set out in the IFB; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal (with the CONTRACTOR's proposed rates attached hereto as **Exhibit "B"**) in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement for Goods and Services ("Agreement") shall be effective as of August 7, 2024 and valid for three (3) years, with the option to renew for two (2) additional (1) year renewal periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal terms may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The scope of work includes the installation and management of decorative lighting in the CITY's downtown corridor year-round, as more specifically set forth in the IFB "Scope of Work", which is attached hereto and incorporated herein by the reference as **Exhibit "A"**. Work shall commence upon the issuance of a Purchase Order by the City.

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. SERVICES

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to fees as set forth in the IFB and attached here as an **Exhibit "B"**.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The City's ordering mechanism for the Scope of Work performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the IFB and this Agreement is not to exceed **\$ Ninety-Seven Thousand Four Hundred Sixty Dollars (\$97,460) annually**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization,

take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; Exhibit "A" (Scope of Work); Exhibit "B" (the Contractor's rates); any CITY issued Purchase Orders; and, the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with any CITY issued Purchase Order(s) and the IFB next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach/Finance Department/Procurement Division
7 North Dixie Highway
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Brandano Displays, Inc.
Attn: Patrick Brandano, Vice President
1473 Banks Road
Margate, FL 33063

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any

other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount

provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

31. PUBLIC RECORDS

31.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain

public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The City of Lake Worth Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the City of Lake Worth Beach shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants to the CITY that goods and services provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under this Agreement shall be free from defects for 18 months from delivery of the work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement.

38. SAFETY: ACCIDENT PREVENTION.

38.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Agreement.

38.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

38.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of

contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

39. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

39.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

(a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

(b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

(c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

40. SCRUTINIZED COMPANIES

40.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

40.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

40.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

40.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

40.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

40.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

41. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

39.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

39.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

39.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

39.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

39.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,

39.6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

42. SURVIVABILITY

38.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (**Downtown Decorative Lighting and Maintenance**) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
_____, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

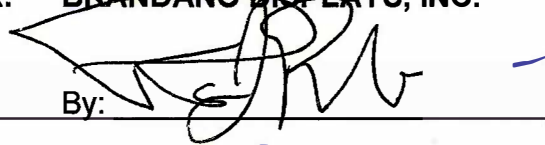
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: BRANDANO DISPLAYS, INC.

By: 

[Corporate Seal]

Print Name: Patrick J. Brandano

Title: Vice President

STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 11th day of April 2024, by Patrick J. Brandano as the Vice President [title] of **Brandano Displays, Inc.**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Notary Public Signature

Notary Seal:

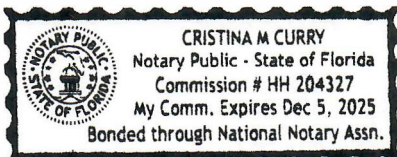


EXHIBIT "A"
(SCOPE OF WORK)

PROJECT OBJECTIVE

The City of Lake Worth Beach requires installation and management of decorative lighting in the City's downtown corridor year-round. The downtown corridor shall be defined as Lake Avenue and Lucerne Avenue between the traffic circle located at A Street and North Golfview Road. Contractor may be requested to provide additional services related to this contract to adjust quantities, include but not limited to develop, design, execute, and manage a comprehensive array of holiday décor elements and lighting. Additional services will be managed as defined in this agreement and as considered to be in the best interest of the City.

Contractor shall furnish, install, and maintain lighting throughout the Downtown Corridor and other areas as described below. The scope is to include:

Materials: As applicable

Base Bid:

The bidder is responsible to inspect the site and confirm quantities required on this contract.

Lighting on Poles = minimum 25' warm white 5mm LED (or comparable) strand for poles.

Lighting on Live Oaks = Warm white 5mm LED (or comparable) strands for oaks (minimum 12 strands per tree at a minimum length of 25' per strand).

*Power located at nearest light pole. Contractor shall furnish necessary extension cords to feed lights

Majool Palms = Warm white 5mm LED strands for majool palms (minimum 30 strands per palm at a minimum length of 25' per strand).

*Power is located in island median at base of each palm

Additive Alternates (included in the contract):

Additive Alternate 1 One (1) Strangler Fig on the west side of the Cultural Plaza opposite the stage = 5mm warm white LEDs

Additive Alternate 2 Five (5) Banyan Trees on the north side of the Cultural Plaza that border Lucerne Avenue (the Cultural Plaza is the public space between Lake Avenue and Lucerne Avenue, just east of North M Street) = 5mm warm white LEDs.

Labor/Equipment:

Contractor to furnish necessary labor and equipment to install lights, extension cords, and any other necessary materials as part of the bid. Maintenance of Traffic (MOT) plan shall be submitted for City's approval prior to start of the work. The work is adjacent to the roadway and the sidewalk; therefore, ingress and egress must be maintained at all times for pedestrian, bicyclist and vehicular traffic. All OSHA safety standards must be adhered to at all times.

Installation:

Contractor shall complete supply and installation of all lights within Sixty (60) days after notice to proceed is issued by the City.

Maintenance:

The contractor shall be required to maintain the lighting after installation. The contractor shall perform a visual inspection a minimum of one (1) time every two (2) weeks to ensure all lighting is in sound, working condition. Additional inspections may be required at no costs to the City. The inspection shall be conducted during darker hours so the LED lighting is visible.

Any deficiencies being inspected shall be repaired or replaced within 48 hours of discovery at the sole cost of the contractor.

The City will contact the Contractor regarding deficiencies and the Contractor must respond in writing to the City within 24 hours and resolve the issue within 48 hours of being reported.

Downtown Corridor (Lake and Lucerne from A Street to N. Golfview)

West side of North A Street to North G Street = 34 tall light poles

North G Street to Dixie Hwy = 15 short poles

Dixie Hwy to Federal Hwy = 48 short poles

Federal Hwy to Golfview Drive = 40 short poles

North A Street to RR Tracks = 34 Tall light poles

Dixie Hwy to Federal Hwy = 40 live oaks

Dixie Hwy median (1st Ave South to 2nd Ave North) = 9 Majool palms

Cultural Plaza = 5 large banyan trees, 1 strangler fig

*The quantities listed above are estimates and it is Contractor's responsibility to confirm exact quantities on the site prior to starting work.

EXHIBIT "B"
(SCHEDULE OF UNIT PRICES)

(B4)

IFB #24-102 DOWNTOWN DECORATIVE LIGHTING & MAINTENANCE

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). City does not guarantee a minimum order and reserves the right to adjust the quantities listed as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities. All prices shall be inclusive of supply, installation and **annual** maintenance for all lines.

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL	
BASE BID					
1	Pole Lighting – Tall Poles	1	LOT	\$ 7,480.00	
2	Pole Lighting – Short Poles	1	LOT	\$ 11,330.00	
3	Pole Lighting – Live Oak Trees	1	LOT	\$ 37,400.00	
4	Pole Lighting Majool Palms	1	LOT	\$ 14,850.00	
TOTAL BASE BID				\$ 71,060.00 / Annually	
				Unit price	Total
ADDITIVE ALTERNATE 1					
1	Cultural Plaza Strangler Fig	1	EA	\$ 4,400.00	\$ 4,400.00
TOTAL ADDITIVE ALTERNATE 1				\$ 4,400.00 / Annually	
				Unit price	Total
ADDITIVE ALTERNATE 2					
2	Cultural Plaza Banyan Trees	5	EA	\$ 4,400	\$ 22,000
TOTAL ADDITIVE ALTERNATE 2				\$ 22,000.00 / Annually	
TOTAL BASE BID + ADDITIVE ALTERNATE 1 AND 2				\$ 97,460.00 / Annually	

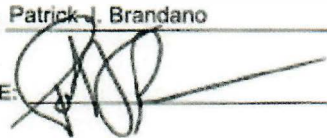
Name of Bidder: Brandano Displays, Inc.

Address: 1473 Banks Road

City: Margate ST FL Zip 33063

Phone: (954) 956-7266 Email: patbrandano@brandano.com

Print Name: Patrick J. Brandano Title: Vice President

SIGNATURE:  Date: 03/05/2024

STAFF REPORT REGULAR MEETING

AGENDA DATE: May 21, 2024

DEPARTMENT: Public Works

TITLE:

Agreement with RDK Assets, Inc. d/b/a RDK Truck Sales for the rental of waste removal collection vehicles

SUMMARY:

This Rental Services Agreement will provide the City with the ability to rent waste removal vehicles in the event key/multiple vehicles are out of service on as needed basis..

BACKGROUND AND JUSTIFICATION:

City's Solid Waste & Recycling Division utilizes specialized waste collection vehicles for the removal of waste from the community. There may be occasions when the vehicles are out of service due to repairs for a prolonged period of time, and in order to continue to provide required services for the community, the Solid Waste & Recycling Division may have to rent vehicle(s) on short term rental basis to accomplish the service level requirements.

The City's Procurement and Code authorizes the purchase of goods and services through "piggy-backing" other governmental competitively procured Agreements. On March 20, 2022, the City of Boynton Beach competitively awarded the Agreement for Truck Rentals based on City of Boynton Beach Invitation to Bid (RFP011-2515-19/IT) valid until March 19, 2025 that may be extended for additional terms. The City of Boynton Beach authorizes the Contractor to extend the terms and conditions to the other governmental entities. The City has reviewed the prices from the City of Boynton Beach Agreement and determined that the unit prices are competitive and will result in the best value to the City. City will be issuing Purchase Orders for rentals on as needed basis authorized in accordance with the Procurement code and policy.

MOTION:

Move to approve/disapprove the truck rental agreement with RDK Assets, Inc. d/b/a/ RDK Truck Sales for the rental of waste collection vehicles on an as needed basis.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Piggyback Agreement
Boynton Beach Agreement

**AGREEMENT FOR GOODS AND SERVICES
(Utilizing the City of Boynton Beach Contract No. 011-2515-19/IT)**

THIS AGREEMENT is made on _____, between the City of Lake Worth Beach, Florida, a municipal corporation, hereinafter the “CITY”, with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and **RDK Assets, Inc. dba RDK Truck Sales and Services, Inc.**, a corporation authorized to do business in the State of Florida with its office located at 3214 Adamo Drive, Tampa, FL 33605, hereinafter the “CONTRACTOR”,

RECITALS

WHEREAS, the CITY’s Public Works Department is in need of a company to provide Truck Rental Services; and,

WHEREAS, the CITY’s Procurement Policy and Code authorizes the purchases of goods and services through “piggybacking” other governmental competitively procured agreements; and

WHEREAS, on March 21, 2019, the City of Boynton Beach, competitively awarded the contract for Truck Rentals based on the City of Boynton Beach’s Invitation For Bid (IFB No. 011-2515-19/IT) to the CONTRACTOR (“City of Boynton Beach Contract”) valid for 2 years with three (3) additional single year renewal options; and

WHEREAS, the City of Boynton Beach renewed the Agreement two (2) times to March 19, 2025 with an automatic one-year renewal on an as needed basis; and

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the City of Boynton Beach’s Contract to the CITY; and

WHEREAS, the CITY has reviewed the unit prices from the City of Boynton Beach’s Contract, which is attached hereto and incorporated herein by the reference as provided in Exhibit “B”, and determined that the unit prices are competitive and will result in the best value to the CITY; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Contract. The City of Boynton Beach Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The CITY shall have all rights and obligations of Boynton Beach under the City of Boynton Beach Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the City of Boynton Beach Contract and valid until March 19, 2025 unless earlier terminated in accordance with the Contract terms. This Agreement may be extended by the City Manager consistent with extensions of the City of Boynton Beach Contract.

4. Purchase Orders. The CITY's ordering mechanism for the work under this Agreement shall be a CITY issued Purchase Order approved in accordance to the thresholds set forth in City's Procurement Code and Policy; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the City of Boynton Beach Contract shall take precedence over the terms and conditions stated in the CITY issued Purchase Order. The CONTRACTOR shall not provide any work under this Agreement without a CITY issued Purchase Order specifically for this purpose. The CONTRACTOR shall not perform work which is outside the scope of an issued Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the CONTRACTOR. The pricing in each Purchase Order shall be consistent with the pricing set forth in the City of Boynton Beach Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement (including its exhibits);
- b. The City of Boynton Beach Contract; and,
- c. The City issued Purchase Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid

or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. PUBLIC RECORDS. The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the City to perform the service.
 - 2. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITY CLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

K. SCRUTINIZED COMPANIES.

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

L. E-VERIFY.

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Truck Rentals as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: RDK ASSETS, INC. dba RDK Truck Sales and Services, Inc

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this ____ day of _____ 2024, by _____, as the
_____ [title] of **RDK Truck Sales and Services, Inc.**, a Florida Corporation,
which is authorized to do business in the State of Florida , who is personally known to me or who has
produced _____ as identification, and who did take an oath that he or she is duly
authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "A"

(Unit Price Schedule from the City of Boynton Beach Contract)



Toll-Free: 1-888-735-8789
3214 Adamo Dr.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

March 13, 2023

The City of Boynton Beach
Boynton Beach FL 33435

RDK is pleased to propose the following rental quote in lieu of the previous monthly bid amounts.

Due to the sparsity of trucks and the major increase in costs of chassis, bodies & insurance in our industry RDK is requesting the option to continue the renewal of the BID NO. 011-2515-19/IT at these current monthly rates.

RDK is currently proposing the following monthly amounts for these trucks.

Rental of 26-35 cubic yard ASL \$8500.00 per month

Rental of Roll-Off \$8000.00 per month

Rental of 26-35 cubic yard front load \$8500.00 per month

Rental of 22-31 cubic yard cherry picker (Grapple) \$8000.00 per month

Rental of 28 yard Trash Hauler Rear loader \$8000.00 per month

The freight remains the same rate of \$500.00 delivery and \$500.00 pick up charges per vehicle.

JOANIE BECKWITH

A handwritten signature in black ink that reads "Joanie Beckwith". The signature is written in a cursive style.

Assistant to Richard Kemner.

VP RDK Inc.

813-241-0711 wk

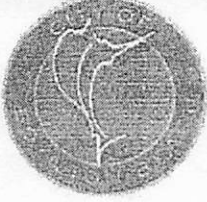
813-210-1948 cell

joanie@rdk.com

*2-1-24
Extended through 3-19-2025

WWW.RDK.COM

The City of Boynton Beach



Boynton Beach, Florida 33435
Phone: (561) 742-6216
Boynton Beach, FL 33435
P.O. Box 310

February 1, 2024

BID: TRUCK RENTALS

BID No.: 011-2515-19/IT

Agreement between the CITY OF BOYNTON BEACH and RDK Truck Sales.

AGREEMENT RENEWAL TERM: MARCH 20, 2024 – MARCH 19, 2025

Yes, I agree to extend the existing agreement for the extended term, not to exceed twelve (12) months under the same terms, conditions, and pricing as the current term until the City solicits, evaluates, and/or awards a new contract.

No, I do not wish to extend the agreement for the following reason(s) _____

RDK TRUCK SALES

NAME OF COMPANY

Joanie Beckwith

NAME OF REPRESENTATIVE
(please print)

DATE

2-1-2024

Joanie@RDK.com
E-MAIL

Joanie Beckwith
SIGNATURE

Lease Coordinator
TITLE

813-210-1948
(AREA CODE) TELEPHONE NUMBER

The City of Boynton Beach



Boynton Beach, Florida 33435
P.O. Box 310
Boynton Beach, FL 33435
P.O. Box 310

February 1, 2024

Joanie Beckwith
RDK Truck Sales
3214 Adamo Drive
Tampa, FL 33605

VIA EMAIL TRANSMITTAL TO: joanie@rdk.com

BID: TRUCK RENTALS

BID No.: 011-2515-19/IT

CURRENT AGREEMENT TERM: MARCH 20, 2023 – MARCH 19, 2024

Dear Ms. Beckwith:

The last renewal period for the current agreement term for "TRUCK RENTALS" expires on March 19, 2024.

The City of Boynton Beach will be issuing a new Invitation for Bid (Bid) solicitation for Truck Rentals as soon as possible; but will not have an awarded vendor before the current agreement expires on March 19, 2024. Per Section - Special Terms and Conditions (Term of Contract) of the bid document, the City would like to reserve the right to extend automatically for a period not to exceed an additional twelve (12) months in order to provide the City with continual service while a new contract is solicited, evaluated, and/or awarded with the same terms, conditions, and pricing as the current bid agreement term.

Please indicate your response on the following page and return it to Procurement Services via email to pratt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt

Assistant Purchasing Manager

Cc: Davanand (Dave) Persad, Division Director, Fleet Management & Mobility
Ydelsi Rodriguez, PW Financial Services Administrator



Toll-Free: 1-888-735-8735
3214 Adamo Dr.
Tampa, FL 33605
Phone: 813-241-0711
Fax: 813-241-0414
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JOANIE BECKWITH

Assistant to Richard Kemner, VP

RDK Inc.

813-241-0711 wk

813-210-1948 cell

joanie@rdk.com

* 2-1-24
Extended through 3-19-2025