



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 03, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Reinaldo Diaz

PLEDGE OF ALLEGIANCE: led by Vice Mayor Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation regarding redistricting by Steven C. Bourassa, Ph.D., Chair of FAU's Department of Urban and Regional Planning and James Gammack-Clark, Senior Instructor in FAU's Department of Geosciences
- B. Proclamation declaring May 2022 as Mental Health Awareness Month
- C. Proclamation declaring May 1 - 7, 2022 as Professional Municipal Clerks Week

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Work Session - April 11, 2022](#)
- B. [Pre-Agenda work session - April 13, 2022](#)
- C. [Regular Meeting - April 19, 2022](#)

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

- A. [Proclamation declaring May 2022 as Hepatitis Awareness Month](#)
- B. [Resolution No. 29-2022 – Budget Amendment to transfer \\$3,000 from the Tree Canopy Restoration Fund to the Grounds Maintenance operating account](#)
- C. [Resolution No. 30-2022 – recognizing the 50th Anniversary of the Florida Association of City Clerks \(FACC\)](#)
- D. [Payments of Fiscal Year 2021 Invoices](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2022-05 - Second Reading - Revised Municipal Cemetery Ordinance](#)

NEW BUSINESS:

- A. [Resolution No. 31-2022 - Revised Municipal Cemetery Rules and Regulations](#)
B. [First Amendment to the Agreement with RSM US LLP for the annual independent financial auditing services](#)
C. [Ordinance No. 2022-10 – First Reading – Notice Requirements for Rental Increases and Termination of Monthly Non-Residential Tenancies Without a Specific Duration](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

- May 9 - work session @ 5 PM
May 11 - pre-agenda work session @ 9 AM
May 17 - regular meeting @ 6 PM
May 18 - budget work session #1 @ 5 PM

[Draft Agenda - May 17, 2022](#)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). 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)

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION – LDRS/AFFORDABLE
HOUSING/ECONOMIC DEVELOPMENT
CITY HALL COMMISSION CHAMBER
MONDAY, APRIL 11, 2022 - 5:00**

The meeting was called to order by Mayor Resch on the above date at 5:03 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 Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes, and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Elizabeth Lenihan and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:47) led by Commissioner Sarah Malega.
UPDATES / FUTURE ACTION / DIRECTION

Action: Consensus for the establishment of a policy to indicate whether public comments will be allowed during work sessions on the agendas. (01:36)

A. Discussion of Land Development Regulations, Sustainable Bonus Incentive Program, and Economic Development (02:40)

Action: Consensus to investigate the possibility of designating some properties on the west side of Dixie Highway as historic should they meet the qualifications. (27:54)

Action: Consensus to sunset the Economic Investment Incentive Agreement program. (1:00:04)

The meeting recessed at 6:32 PM and reconvened at 6:37 PM

B. Discussion of Proposed Lake Worth Beach Affordable Housing Program (01:33:31)

C. Discussion of Micro Residential Units (02:34:29)

ADJOURNMENT: (02:54:37)

The meeting adjourned at 7:58 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: May 5, 2022

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
WEDNESDAY, APRIL 13, 2022 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:03 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (00:23) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes, and Reinaldo Diaz (Arrived at 9:08). Also present were City Manager Carmen Davis, City Attorney Glen Torcivia, and Deputy City Clerk Shayla Ellis.

UPDATES / FUTURE ACTION / DIRECTION

Action: Consensus to have discussion at an upcoming regular city commission meeting regarding the requirements and qualifications of board members to serve on the 3 new proposed advisory boards which are the Parking/Mobility Board, a Business Advisory Board, and the reconfiguration/replacement of the C-51 Canal Board before the advisory appointments which are scheduled in June. (3:54)

Action: Consensus to have the addition of a proclamation for the Sierra Club for International Dark-Sky Week added to the April 19th meeting. (34:50)

ADJOURNMENT: (1:00:47)

The meeting adjourned at 10:03 AM.

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: May 5, 2022

Betty Resch, Mayor

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 19, 2022 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:17) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (00:37) led by Commissioner Kimberly Stokes.

PLEDGE OF ALLEGIANCE: (0:56) led by Vice Mayor Christopher McVoy.

ADDITIONS/DELETIONS/REORDERING (01:14)

Presentation F, a Proclamation declaring April 22-30, 2022 as International Dark-Sky Week and Consent B, a Proclamation declaring April 2022 as Water Conservation Month were added to the agenda.

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. NAYS: None.

PRESENTATIONS: (01:54) (there is no public comment on Presentation items)

A. Presentation by Richard Pinsky regarding the recent legislative session (2:22)

B. Presentation of Certificates to Suits for Seniors Graduates (25:18)

C. Presentation of Certificates of Appreciation to the Charter Review Committee (33:20)

D. PBSO quarterly presentation by Captain Todd Baer (36:15)

E. Proclamation declaring April 22, 2022 as Earth Day (1:23:20)

F. (added) Proclamation declaring April 22-30, 2022 as International Dark-Sky Week (1:25:09)

COMMISSION LIAISON REPORTS AND COMMENTS: (1:29:20)

CITY MANAGER'S REPORT: (1:50:04)

City Manager Davis provided the following report:

- has been speaking with residents about issues
- met with Palm Beach County Vice Mayor Greg Weiss to discuss issues such as the pool
- Palm Beach League of Cities offered a training to the city commissioners
- the budget process would be beginning
- announced that the city staff would be a second annual clean up for Earth Day
- stated that there would be a presentation by FAU regarding redistricting

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (01:54:00)

APPROVAL OF MINUTES: (1:54:20)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the following minutes:

- A. Pre-agenda work session - March 23, 2022
- B. Special Meeting - March 28, 2022
- C. Regular Meeting - April 5, 2022

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. NAYS: None.

CONSENT AGENDA: (1:54:35)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve the Consent Agenda:

- A. Proclamation declaring April 2022 as Sexually Transmitted Disease Awareness Month
- B. (added) Proclamation declaring April 2022 as Water Conservation Month

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

PUBLIC HEARINGS: (1:54:43)

- A. Ordinance No. 07-2022 – Second Reading -- Notice Requirements for Rental Increases and Termination of Monthly Tenancies Without a Specific Duration

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 07–2022 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 20, “CIVIL RIGHTS,” BY CREATING ARTICLE III, “LANDLORD TENANT NOTICE

REQUIREMENTS,” SECTION 20-20 “NOTICE OF TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 20-21 “WRITTEN NOTIFICATION REQUIREMENTS RELATED TO RENTAL PAYMENT INCREASES FOR ALL RESIDENTIAL TENANCIES,” TO REQUIRE 60DAYS’ WRITTEN NOTICE FOR TERMINATION OF TENANCIES AND INCREASES IN RENTAL RATES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Ordinance No. 07-2022 amending Chapter 20 “Civil Rights” regarding the Notice Requirements for Rental Increases and Termination of Monthly Tenancies Without a Specific Duration.

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

NEW BUSINESS: (2:05:39)

A. Resolution No. 01-2022 – Establishment of a City Travel Policy (2:06:39)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 01-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A PER DIEM AND TRAVEL EXPENSE POLICY PURSUANT TO SECTION 166.021(9), FLORIDA STATUTES; ADOPTING A PROCEDURAL GUIDE TO IMPLEMENT THE PER DIEM AND TRAVEL EXPENSE POLICY; AUTHORIZING THE CITY MANAGER TO AMEND THE PROCEDURAL GUIDE AS NEEDED; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 01-2022 regarding the updates to the City’s travel policy and the legislatively required actions governing the classes of travel, amounts of meal allowance, and mileage reimbursement rate with changes.

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

B. Resolution No. 24-2022 – Authorizing the Issuance of Series 2022 Consolidated Utility Bonds. (2:22:37)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 24-2022 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, SUPPLEMENTING RESOLUTION NO. 45-2020 OF THE CITY; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$52,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF LAKE WORTH BEACH, FLORIDA CONSOLIDATED UTILITY REVENUE BONDS, SERIES 2022, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING THE ACQUISITION,

CONSTRUCTION AND EQUIPPING OF CAPITAL IMPROVEMENTS TO THE CITY'S CONSOLIDATED UTILITY SYSTEM; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING AUTHORIZING A NEGOTIATED SALE OF SAID BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO UPON COMPLIANCE WITH CERTAIN PARAMETERS; APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE PURCHASE OF BOND INSURANCE AND A RESERVE ACCOUNT INSURANCE POLICY AND THE EXECUTION AND DELIVERY OF AN INSURANCE AGREEMENT OR AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CUSTODY AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve Resolution No. 24-2022 authorizing the issuance of Series 2022 Consolidated Utility Bonds.

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

C. Resolution No. 28-2022 – Fourth Capital Budget Amendment for FY 2022 to amend the appropriated Electric Utility CIP. (2:35:08)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 28-2022, FOURTH CAPITAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY CAPITAL EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 28-2022 – Fourth Capital Budget Amendment for FY 2022 to amend the appropriated Electric Utility CIP.

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

D. Resolution No. 25-2022 – Eighth Operating Budget Amendment for FY 2022 to appropriate \$70,900 from Fund Balance to support the addition of a new Assistant Building Official (2:36:14)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 25-2022, EIGHTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Resolution No. 25-2022 authorizing a budget amendment to appropriate \$70,900 from Fund Balance to support the addition of a new Assistant Building Official.

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

- E. Resolution No. 26-2022 – Third Capital Budget Amendment for FY 2022 to appropriate \$150,000 from Fund Balance to support the Nitrification Action Plan/Water Age Study (2:36:58)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 26-2022, THIRD CAPITAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY CAPITAL EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Resolution 26-2022 authorizing a capital budget amendment to appropriate \$150,000 from Fund Balance to support the Nitrification Action Plan/Water Age Study.

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

- F. Resolution No. 27-2022 – Electing the Standard Allowance under the State and Local Fiscal Recovery Fund of the American Rescue Plan Act (ARPA). (2:39:51)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 27-2022, OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ELECTING THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE STATE AND LOCAL FISCAL RECOVERY FUND

ESTABLISHED BY THE AMERICAN RESUCE PLAN ACT OF 2021; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Resolution 27-2022, electing the Standard Allowance under the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.

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

CITY ATTORNEY'S REPORT: (02:40:20)

City Attorney Torcivia did not provide a report:

UPCOMING MEETINGS AND WORK SESSIONS:

April 25 - work session @ 5 PM
April 26 - utility meeting
April 27 - pre-agenda work session @ 9 AM
May 2 - budget work session #1 @ 5 PM

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to move the May 3 City Commission meeting to May 5 at 6 PM to allow the Commissioners to attend the Lake Worth High School graduation. (02:41:27)

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

ADJOURNMENT: (2:47:41)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to adjourn the meeting at 8:48 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved May 3, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** Millions of Americans are impacted by the Hepatitis A virus (HAV), hepatitis B virus (HBV) and Hepatitis C virus (HCV), which cause infection of the liver, including an estimated 806 new cases of HCV was reported in Florida in 2019 an increase of over 50% from 2018 and approximately over 2 out every 100,000 are living with HBV in Palm Beach County; and
- WHEREAS,** Greater than half of people living with viral hepatitis are unaware they are infected, thereby increasing their risk for severe health problems such as cirrhosis, liver cancer, liver transplant and death; and
- WHEREAS,** With immunizations, access to clean syringes, and early detection, Hepatitis B and C can be prevented, hepatitis B can be treated, and Hepatitis C can be cured, saving lives and
- WHEREAS,** The current epidemic of opioid and other substance use in the state is increasing transmission of these viruses that are spread through sexual intercourse, blood, primarily intravenous, inclusive of intranasal drug use; and
- WHEREAS,** The CDC recommends all individuals over the age of 18 and pregnant women be screened for hepatitis C virus, at-risk populations and all people born in regions of the world where HBV is common be screened for hepatitis B virus, and routine vaccination against hepatitis A and B; and
- WHEREAS,** Monarch Health Services, in partnership with The Florida Department of Health in Palm Beach County provides education to the public and professionals on hepatitis prevention, testing and treatment, and treatment of all persons living with chronic hepatitis; and
- WHEREAS,** Hepatitis Awareness Month provides an opportunity to raise public awareness about the impact of Hepatitis B and Hepatitis C in our communities and to promote the importance of prevention, risk reduction, testing and treating.

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 acknowledge:

MAY 2022

AS

HEPATITIS AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lake Worth Beach to be affixed this 3rd day of May, 2022.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 5, 2022

DEPARTMENT: Public Works

TITLE:

Resolution No. 29-2022 – Budget Amendment to transfer \$3,000 from the Tree Canopy Restoration Fund to the Grounds Maintenance operating account

SUMMARY:

This Budget Amendment in the amount of \$3,000 will transfer available funds from the Tree Canopy Restoration Fund into the Grounds Division operating account to partially fund a City Tree and Landscape Specification Manual.

BACKGROUND AND JUSTIFICATION:

The City's Public Works Department has been working closely with the City Tree Board in an effort to improve the overall quality and maintenance of our landscaping and tree canopy on public property and rights of ways. As an important part of this process, a comprehensive City specific landscape training manual is being developed to specify contractor maintenance practices, city staff maintenance practices and future landscaping projects in the city's parks, facilities and right of ways. The manual will be an educational/training tool, as well as a set of specifications for landscape and tree maintenance requirements.

The City Tree Board has agreed to fund a portion of the Landscape and Tree Maintenance Specifications in the amount of \$3,000 by use of the Tree Canopy Restoration Fund. A Budget Amendment is being requested by staff to transfer \$3,000 from the Tree Canopy Restoration Fund to the Grounds Maintenance Division for development of the specification manual. The total cost of the manual is \$7,300.00.

MOTION:

Move to approve/disapprove Resolution No. 29-2022 – Budget Amendment to transfer \$3,000 from the Tree Canopy Restoration Fund to the Grounds Maintenance operating account.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution No. 29-2022
Exhibit A

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	3,000	0	0	0	0
External Revenues	3,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
001-5040-519.34-50	Public Services	Grounds	Other Contractual Services	N/A	290,500	10,148	3,000	3,000	10,148

RESOLUTION NO. 29-2022, NINTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted the Fiscal Year (FY) 2021 Annual Operating Budget pursuant to Resolution No. 60-2021 on September 27, 2021;

WHEREAS, the City finds it is necessary and essential to amend the FY 2022 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2022 Annual Operating Budget amendments set forth herein serves a valid public purpose.

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

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2021, and ending and including September 30, 2022.

Section 3 The funds and available resources and revenues that are set out and attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby are, appropriated to provide the monies to be used to pay the necessary operating and other expenses of the respective funds and departments of the City for the fiscal year.

Section 4. The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as operating and other expenses of the respective funds and departments of the City, be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for the fiscal year.

Section 5. The revenues and the expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Operating Budget for the fiscal year as attached in Exhibit "A".

Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance

Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the operation of the City and its other enterprises for the fiscal year.

Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY 2022 Annual Operating Budget for the fiscal year remains in full force and effect.

Section 8. This resolution shall become effective immediately upon passage.

The passage of this resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the 3rd day of May 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

		FY 2021	FY 2022	FY 2022	FY 2022
		Budget	Budget	Budget	Budget
			Adopted	Amendment	Amended
<u>Expenditure</u>					
Administration					
	Wages	609,646	566,226	-	566,226
	Benefits	365,768	318,062	-	318,062
	Subtotal	975,414	884,288	-	884,288
	Operating Expenditures	1,161,355	1,173,757	3,000	1,176,757
	Total	2,136,769	2,058,045	3,000	2,061,045

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 5, 2022

DEPARTMENT: City Clerk

TITLE:

Resolution No. 30-2022 – recognizing the 50th Anniversary of the Florida Association of City Clerks (FACC)

SUMMARY:

The FACC, the professional membership organization for Florida’s municipal clerks, is celebrating its 50th anniversary in 2022.

BACKGROUND AND JUSTIFICATION:

The FACC began in 1972 when its founder, the late Robert N. Clark, CMC, City Clerk of Sunrise, saw the need for an organization to bring together like-minded people to unite the voice of all municipal clerks, to share ideas and to assist one another in the work of municipal government. The FACC promotes and develops the educational and professional status of Florida City Clerks. It also oversees seven regional associations, such as the Palm Beach County Municipal Clerks Association.

The FACC is an International Institute of Municipal Clerk (IIMC)-recognized avenue to achieve the education needed for the Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC) designations from the John Scott Dailey Florida Institute of Government (IOG) at Florida State University. The FACC .

MOTION:

Move to approve/disapprove Resolution No. 30-2022 – recognizing the 50th Anniversary of the Florida Association of City Clerks

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 30-2022

RESOLUTION NO. 30-2022 OF THE CITY OF LAKE WORTH BEACH
RECOGNIZING THE 50TH ANNIVERSARY OF THE FLORIDA
ASSOCIATION OF CITY CLERKS (FACC) AND HONORING THIS
ACHIEVEMENT

WHEREAS, the Office of the Municipal Clerk is a time-honored and vital part of local government; and is one of the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides a professional and essential link between the citizens, the local governing bodies and intergovernmental agencies at the local, state and federal levels along with other essential services; and

WHEREAS, the Florida Association of City Clerks (FACC) is the professional membership organization for Florida's municipal clerks and others who work within the clerk's office; and

WHEREAS, FACC began in 1972 when its founder, the late Robert N. Clark, CMC, City Clerk of Sunrise, saw the need for an organization to bring together like-minded people to unite the voice of all municipal clerks, to share ideas and to assist one another in the work of municipal government; and

WHEREAS, FACC celebrates its 50th anniversary in 2022, and a golden anniversary is a momentous occasion worthy of commendation and Florida's cities, towns and villages will all join in observation of this celebratory event; and

WHEREAS, municipal clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, FACC is a primary source for the educational programs, seminars, workshops and webinars for educating Florida's municipal clerks and those who serve in the clerk's office, and municipal clerks look to FACC to provide the training needed to obtain their Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC) certifications; and

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

Section 1. That the City of Lake Worth Beach celebrates the 50th anniversary of the Florida Association of City Clerks, and

Section 2. That the FACC is commended for 50 years of excellent service provided to the municipal clerks in the State of Florida.

Section 3. This Resolution shall become effective immediately upon its passage.

The passage of this Resolution was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the ____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 5, 2022

DEPARTMENT: Financial Services

TITLE:

Payments of Fiscal Year 2021 Invoices

SUMMARY:

Authorization for payment of outstanding invoices for goods and services provided in Fiscal Year 2021 not paid prior to the closure of the accounts for the fiscal year

BACKGROUND AND JUSTIFICATION:

Financial Services Department received invoices for goods and services provided to the City Departments during Fiscal Year 2021. Though the goods and services were approved and provided for in Fiscal Year 2021 the invoices for said goods and services provided by Vendors were not paid prior to the Fiscal Year 2021's books being closed. As such, the payment for the goods and services requires authorization of the use of Fiscal Year 2022 funds to cover the expenditures.

The item provides for the necessary authorization by the City Commission to utilize Fiscal Year 2022 funds in the amount of \$ 7,662.89 to cover the expenses incurred and goods and services received in Fiscal Year 2021

MOTION:

Move to approve/disapprove authorization of the use of Fiscal Year 2022 funds to pay for expenditures incurred in Fiscal Year 2021

ATTACHMENT(S):

Fiscal Impact Analysis
Invoice List

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	7,662.89	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Invoice list contains fiscal impact details.

Department	Company Name	Invoice Number	PO #	GL Account	Amount
Public Works	Pye-Barker	PSI262484		001-5062-519.34-50	320.76
Public Works	Pye-Barker	PSI331121		001-5062-519.34-50	124.70
Public Works	Pye-Barker	PSI331136		001-5062-519.34-50	459.76
Public Works	Pye-Barker	PSI331147		001-5062-519.34-50	40.98
Public Works	Pye-Barker	PSI368475		001-5062-519.34-50	130.00
Public Works	Pye-Barker	PSI388613		001-5062-519.34-50	130.00
Public Works	Pye-Barker	PSI411304		001-5062-519.34-50	130.00
Public Works	Pye-Barker	PSI428747		001-5062-519.34-50	130.00
Public Works	Pye-Barker	PSI481088		001-5062-519.34-50	130.00
Public Works	Pye-Barker	PSI457587	185351	001-5062-519.34-50	75.00
Public Works	Pye-Barker	PSI457579	185351	001-5062-519.34-50	57.00
Public Works	Pye-Barker	PSI457573	185351	001-5062-519.34-50	1,323.00
Public Works	Pye-Barker	PSI457562	185351	001-5062-519.34-50	87.00
Public Works	Pye-Barker	PSI457558	185351	001-5062-519.34-50	51.00
Public Works	Pye-Barker	PSI457547	185351	001-5062-519.34-50	130.00
Public Works	Pye-Barker	PSI457545	185351	001-5062-519.34-50	699.50
Public Works	Pye-Barker	PSI457541	185351	001-5062-519.34-50	595.50
Public Works	Pye-Barker	PSI457501	185351	001-5062-519.34-50	483.50
Public Works	Regal Decorating & Paint	24132/1	183586	001-5062-519.34-50	78.46
Public Works	Oracle	SIN045757		001-3010-521.46-10	270.52
Public Works	Oracle	SIN060617		001-3010-521.46-10	270.52
Public Works	Arco Supply, inc	847689		001-5062-519.46-10	396.71
Water	Red Wing Shoes	61010768	181988	402-7022-533-52-40	89.71
Water	Red Wing Shoes	61011178		402-7022-533-52-40	118.99
Public Works	Red Wing Shoes	6109252	181343	001-5040-519.52-40	99.99
Public Works	Red Wing Shoes	61010085	183658	001-5040-519.52-40	150.00
Electric-Cust Svc	Diebold Nixdorf, inc	800624279		401-1240-513.51-10	643.51
Electric - Power Plant	NaturChem	INV16288	186878	401-6031-531.31-90	415.00
Library	Brodart Co	B6264873	186495	001-8020-571.54-90	31.78
				Total:	7,662.89

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 5, 2022

DEPARTMENT: Public Works

TITLE:

Ordinance No. 2022-05 - Second Reading - Revised Municipal Cemetery Ordinance

SUMMARY:

The City cemetery rules and regulations have not been reviewed since 2013. This Ordinance will update the Code to address current cemetery operating procedures, rules, and regulations.

BACKGROUND AND JUSTIFICATION:

Chapter 10 of City Code regarding the cemeteries requires an update to simplify, streamline, and transition language from the Ordinance to the more appropriate location in the rules and regulations. A few of these modifications consist of:

- the removal of any type of fee structure, as these are included in the annual Commission approved Schedule of Fees during the budget cycle
- the removal of provisions and definitions which should reside in the rules and regulations
- better defined plot deed and interment permit language

The 1st reading was approved at the April 5th regular Commission meeting. Based on Commission discussion, the Ordinance language has been updated to reflect direction given at that meeting. Upon approval of this item, an accompanying Resolution for the updated cemetery rules and regulations will follow.

DIRECTION:

Move to approve/disapprove Ordinance No. 2022-05 — revised Municipal Cemetery Ordinance.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance No. 2022-05
Revised Cemetery Rules & Regulations

1
2
3
4 ORDINANCE 2022-05 AN ORDINANCE OF THE CITY COMMISSION OF THE
5 CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 10
6 "CEMETERIES," TO UPDATE AND STREAMLINE THE ORDINANCE;
7 PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN
8 EFFECTIVE DATE
9

10 WHEREAS, the City of Lake Worth Beach, Florida (the "City") is a duly constituted
11 municipality having such power and authority conferred upon it by the Florida Constitution
12 and Chapter 166, Florida Statutes; and

13 WHEREAS, the City has adopted Chapter 10 "Cemeteries" to address how the
14 City's municipal cemeteries operate; and

15 WHEREAS, Chapter 10 has not been updated since 2013 and requires
16 streamlining to remove language that is more appropriately set forth in the City's
17 Municipal Cemetery Rules and Regulations; and

18 WHEREAS, the City Commission has reviewed the recommended amendments
19 and has determined that they serve a valid public purpose and are in the best interest of
20 the public health, safety and general welfare of the City and its residents.

21
22 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF**
23 **LAKE WORTH BEACH, FLORIDA** that:

24
25 Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified.

26
27 Section 2. Chapter 10 "CEMETERIES" shall be amended to read as follows:

28 **Sec. 10-1. - Municipal cemeteries; veterans' plots; perpetual carePinecrest**
29 **Cemetery; I. A. Banks Memorial Park.**

30 (a) Municipal cemeteries. The city owns and operates the following two
31 municipal cemeteries: "Pinecrest Cemetery," located at 1724 12th Avenue South, Lake
32 Worth Beach and "I. A. Banks Memorial Park" (formerly known as "Osborne Cemetery"),
33 located at 1515 Wingfield Street, Lake Worth Beach.

34 (b) Veterans' plots. Sections "I" and "V", Pinecrest Cemetery, and Section 1, I.
35 A. Banks Memorial Park, are hereby designated as plots for the interment of deceased
36 veterans. Eligibility for interment in the veterans' plots shall be limited to veterans who
37 meet eligibility requirements for burial in a national cemetery.

1 (c) The city shall be solely responsible for the perpetual care and maintenance
2 of its cemeteries.

3 **Sec. 10-2. Applicable laws; rules and regulations; establishment of fees.****Florida**
4 **Statutes; definitions**

5 (a) *Florida Statutes.* The provisions of F.S. ch. 497 do not apply to municipal
6 cemeteries except for F.S. §§ 497.276(1), 497.152(1)(d), 497.164, 497.2765, 497.278,
7 497.280, and 497.284.

8 (b) Rules and regulations. The maintenance and operation of the city's
9 municipal cemeteries shall be pursuant to rules and regulations adopted from time to time
10 by resolution of the city commission.

11 (c) Fees. From time to time, the city commission shall, by resolution, establish
12 the fees to be charged for the sale of plots, permits, burials, perpetual care and
13 maintenance, and other services.

14
15 ~~*Definitions.* The following words, terms and phrases, when used in this section, shall~~
16 ~~have the meanings ascribed to them herein except where the context clearly indicates a~~
17 ~~different meaning.~~

18 ~~(1) *Immediate family* means spouse, child, parent, grandparent,~~
19 ~~grandchild, brother, sister, mother-in-law and father-in-law.~~

20 ~~(2) *Mausoleum* means a structure or building that is exposed above the~~
21 ~~ground and that is intended to be used for the entombment of human~~
22 ~~remains.~~

23 ~~(3) *Monument* means any product used for identifying a grave site and~~
24 ~~cemetery memorials of all types, including monuments, markers,~~
25 ~~statues, vases, headstones, footstones, and the like.~~

26 ~~(4) *Owner* means any person, firm or corporation who has purchased a~~
27 ~~plot or interment rights in a municipal cemetery or the heir, personal~~
28 ~~representative or successors of the owner.~~

29 ~~(5) *Vault* means an enclosure into which a casket is placed and includes,~~
30 ~~but is not limited to outer burial cases made of concrete, steel,~~
31 ~~fiberglass, or copper.~~

32 **Sec. 10-3. Authority of city commission.**

1 ~~The city commission may from time to time, layout, alter or close such avenues, drives or~~
2 ~~walks and make such rules and regulations for the government and improvement of~~
3 ~~Pinecrest Cemetery and I. A. Banks Memorial Park as they may deem requisite and~~
4 ~~proper in order to secure and promote their general objects and benefits.~~

5 ~~Rules and regulations of the city commission shall be adopted by resolution. The city~~
6 ~~commission reserves and shall have the right to use cemetery property, not sold to~~
7 ~~individual plot owners, for any public purpose that the commission determines is in the~~
8 ~~best interest of the city.~~

9 **Sec. 10-34. Plot deeds; permits**~~Establishment of prices, fees; delegation of~~
10 **authority; veterans plots; interments per plot.**

11 (a) ~~The city commission shall from time to time, by resolution, fix the prices to~~
12 ~~be charged for the sale of plots and the terms and conditions of such sales,~~
13 ~~and provide for the conveyance of such lots; and shall fix the schedule of~~
14 ~~fees to be charged for permits, burials and other services.~~

15 (b) ~~Plot deeds.~~ The city commission hereby delegates the authority to sell plots
16 to the city manager and the city clerk or their respective designees. The
17 city manager or designee and the city clerk or designee shall have full power
18 and authority to issue a deed for the sale of a plot in the cemeteries. The
19 deed shall be in a form approved by the city attorney. Documents
20 authorizing the sale shall be executed by the mayor and the city clerk.

21 (b) Interment permits. To protect the grounds herein described and to protect
22 the improved portions and plots therein from injury, all interments shall be
23 made by the city at the expense of the owners, under the jurisdiction and
24 control of the city. All interments shall require a permit from the office of the
25 city clerk.

26 (c) ~~Sections "I" and "V", Pinecrest Cemetery, and Section 1, I. A. Banks~~
27 ~~Memorial Park, are hereby designated as plots for the interment of~~
28 ~~deceased veterans. Eligibility for interment in the veterans' plots shall be~~
29 ~~limited to veterans who meet eligibility requirements for burial in a national~~
30 ~~cemetery. A flat marker, not exceeding twenty-four (24) inches long and~~
31 ~~twelve (12) inches wide, may be placed at the head of a veteran's grave.~~

1 ~~(d) Up to five (5) cremains and a full burial may be interred in a single plot. Only~~
2 ~~the plot owner's family members, as defined in the rules and regulations,~~
3 ~~may be interred in the owner's plot.~~

4 ~~**Sec. 10-5. Interment for remuneration; transfer, assignment, conveyance by owner;**~~
5 ~~**disinterment.**~~

6 ~~The city commission shall from time to time, by resolution, fix the terms and~~
7 ~~conditions and method of transfer of plot and interment rights. An owner shall not allow~~
8 ~~interments made in his or her plot for remuneration, nor shall any transfer, assignment,~~
9 ~~or conveyance of any plot so owned, or of any interest therein, be valid without the owner~~
10 ~~thereof first having complied with the terms and conditions regarding transfer of plots that~~
11 ~~may from time to time be in effect. No transfer, assignment or conveyance of any plot or~~
12 ~~of any interest therein can be made after an actual interment in it, except with the consent~~
13 ~~of the city and the city cannot grant such consent until after the body first therein interred~~
14 ~~shall be lawfully removed therefrom. No disinterment shall be allowed except by the~~
15 ~~consent of the city, and further with the written consent or order of the owner of the plot~~
16 ~~in question. Any lawfully constituted authority may, however, with proper court order,~~
17 ~~disinter any body so buried in the cemetery for the purpose of investigating crime or for~~
18 ~~some other lawful purpose.~~

19 ~~**Sec. 10-6. Rights reserved to city.**~~

20 ~~The city reserves to itself the right of preventing the removal or the right to remove~~
21 ~~any erection, enclosure, monument, monument inscription, tree or shrub, or any other~~
22 ~~improvement which it shall consider injurious to the immediate locality or prejudicial to the~~
23 ~~general good appearance of the grounds or which it finds to prevent or impede the~~
24 ~~maintenance of the cemetery or to present an otherwise dangerous condition or as~~
25 ~~otherwise set forth in the rules and regulations.~~

26 ~~**Sec. 10-7. Plot restrictions as to enclosures, corner stones, mounds, etc.; workmen**~~
27 ~~**under control of city.**~~

28 ~~All plot enclosures of any kind whatever are hereby prohibited. Cornerstones~~
29 ~~properly numbered and set flush with the surface of the ground shall be allowed. No~~
30 ~~brickwork shall be allowed above the ground level in any portion of the cemetery. No~~
31 ~~mounds are permitted over any grave. The grade of all plots shall be determined by the~~
32 ~~city. A space of not less than eighteen (18) inches shall be reserved on sides of abutting~~

1 ~~plots so that the graves shall not be contiguous. All workmen employed in the construction~~
2 ~~of vaults, erection of monuments, or other work, shall be subject to and under the control~~
3 ~~and direction of the city.~~

4 **~~Sec. 10-8. Compensation of workmen.~~**

5 ~~No money or other compensation shall be paid to any person in the employ of the~~
6 ~~city for personal services or attention other than the salaries and wages paid by the city.~~

7 **~~Sec. 10-9. Interment permits.~~**

8 ~~To protect the grounds herein described, and especially to protect the improved~~
9 ~~portions and plots therein from injury, all interments shall be made by the city at the~~
10 ~~expense of the owners, under the jurisdiction and control of the city. All interments shall~~
11 ~~require a permit from the city clerk or designee.~~

12 **~~Sec. 10-10. Monuments, vaults.~~**

13 ~~(a) Plot owners may erect any proper monuments thereon, subject at all times~~
14 ~~and in all respects to the approval of the city through its cemetery staff.~~
15 ~~Headstones shall be placed on a solid foundation of masonry. Footstones~~
16 ~~more than six (6) inches above the ground shall also be placed upon a solid~~
17 ~~foundation of masonry; provided, however, that I. A. Banks Memorial Park~~
18 ~~and sections 7 through 24 and H, J, K, P, R, S, T, U, V, W, X, Y, Z and AA~~
19 ~~of Pinecrest Cemetery are hereby designated as memorial type burial~~
20 ~~grounds, requiring all markers to be of flush type.~~

21 ~~(b) No mausoleum shall be built without the written permission of the city and~~
22 ~~all parts of mausoleums aboveground shall be of marble, granite, cut stone,~~
23 ~~cement stone or blocks; and shall be of such strength, construction and~~
24 ~~character as may be approved by the city.~~

25 ~~(c) Concrete or metal vaults, or high impact plastic vaults, subject to the city's~~
26 ~~approval, will be required on all interments in Pinecrest Cemetery and I. A.~~
27 ~~Banks Memorial Park.~~

28 **~~Sec. 10-11. "For sale" signs.~~**

29 ~~No sign or other device indicating that a plot or vault is for sale shall be permitted~~
30 ~~in or on the grounds above described.~~

31 **~~Sec. 10-12. Execution, form of deeds.~~**

32 ~~The mayor of the city and the clerk thereof shall have full power and authority to~~
33 ~~issue a deed for the sale of a plot in the cemeteries, when the provisions of this chapter~~

1 have been complied with by the purchaser thereof, and they have complied in all respects
2 with the rules and regulations established by the city. The deed to be made, executed,
3 and delivered in each such case shall be in a form approved by the city attorney.

4 **Sec. 10-13. Payments prerequisite to deed or interment.**

5 No purchaser shall be entitled to a deed to any plot until all accounts relating
6 thereto and due the city are paid and no owner of any plot, or any interest therein, shall
7 have the right to bury in his or her plot without first having paid any and all arrearages
8 due the city therefor or for anything relating thereto, including the fees for opening and
9 closing a grave.

10 **Sec. 10-14. Perpetual care; damages.**

11 (a) — *Perpetual care.* The city shall be solely responsible for the perpetual care
12 and maintenance of its cemeteries. All assets heretofore owned by or
13 credited to the account of Pinecrest Cemetery be and they are hereby
14 transferred to the city and made a part of its General Fund; and those funds
15 or accounts or contributions thereto that may hereafter accrue from the
16 operation of such cemeteries shall be credited to the General Fund of the
17 City of Lake Worth Beach. [11] This chapter shall constitute a contract with all
18 persons owning plots in said cemeteries whereby the city guarantees the
19 perpetual care and maintenance of same as specified herein. The perpetual
20 care and maintenance of the municipal cemeteries includes the cutting and
21 irrigation of the grass at reasonable intervals, the raking and cleaning of the
22 grounds, the pruning of shrubs, trees and other plants installed by the city,
23 and the maintenance of pathways and roadways.

24 (b) — *Perpetual care does not include.* Perpetual care and maintenance shall in
25 no case mean the maintenance, repair or replacement of any monument,
26 as defined herein, or other improvement placed or erected upon a gravesite;
27 nor the doing of any special or unusual work in the cemeteries, including,
28 but not limited to, work caused by the impoverishment of soil which can
29 cause the sinking or sagging of monuments or other improvements; nor
30 does it mean the cleaning or reconstruction of any monument or
31 improvement damaged due to normal deterioration caused by age or

~~damage by the elements, an act of God, thieves, vandals, or unavoidable accidents.~~

~~(e) Damages. The city shall not be liable and disclaims all responsibility from loss or damage to monuments, property, or other improvements arising from causes beyond its reasonable control, including, but not limited to damage caused by the elements, age, an act of God, thieves, vandals or unavoidable accidents, whether the damage be direct or collateral. If the city, in its sole discretion, determines to brace, support, fix or otherwise preserve a monument or other improvement that has been compromised by causes beyond its reasonable control (“Preservation Work”), the city shall not be liable and disclaims all responsibility from any loss or damage caused to the monument or other improvement during the Preservation Work, whether the damage be direct or collateral, except for damages or loss directly caused by the city’s negligence.~~

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

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

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

Section 6. Effective Date. This ordinance shall take effect ten days after its adoption.

The passage of this ordinance was moved by Commissioner Malega, seconded by Commissioner Stokes, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Christopher McVoy	AYE
Commissioner Sarah Malega	AYE
Commissioner Kim Stokes	AYE

1 Commissioner Reinaldo Diaz AYE
2

3 The Mayor thereupon declared this ordinance duly passed on first reading on the
4 5th of April 2022.
5

6 The passage of this ordinance on second reading was moved by Commissioner
7 _____, seconded by Commissioner _____, and upon being put to a vote, the
8 vote was as follows:
9

- 10 Mayor Betty Resch
- 11 Vice Mayor Christopher McVoy
- 12 Commissioner Sarah Malega
- 13 Commissioner Kim Stokes
- 14 Commissioner Reinaldo Diaz

15
16
17 The Mayor thereupon declared this ordinance duly passed on the _____ day of
18 _____, 2022.

19 LAKE WORTH BEACH CITY COMMISSION
20

21
22 By: _____
23 Betty Resch, Mayor

24 ATTEST:
25
26
27 _____
28 Melissa Ann Coyne, City Clerk
29

**THE CITY OF LAKE WORTH BEACH MUNICIPAL CEMETERY
RULES AND REGULATIONS**

[Last updated _____, ~~2013~~2022]

1. General.

- (a) It is the intent of this document to establish uniform rules and regulations for the purchase, use and maintenance of cemetery spaces in the City of Lake Worth Beach's municipal cemeteries, Pinecrest Cemetery and I. A. Banks Memorial Park, and to prescribe procedures for the administration of the cemetery which comply with the City of Lake Worth Beach (the "City") City charter and code of ordinances.
- (b) It is the intent of the city commission to delegate authority to the ~~office of the city clerk and the office of the City Clerk and the public Works services administration department~~ to administer these rules and regulations.
- (c) It is the intent of the city commission that these rules and regulations shall apply to every burial space in the cemetery whether said space is a grave, niche, or other unless specifically exempted herein.

2. Definitions.

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

- ~~(f)~~ Disinterment means the removal of the cremains or remains of a deceased ~~person~~ human body in earth burial or aboveground burial.
- ~~(a)~~ Full burial means a burial with a casket and grave liner.
- (c) Interment means the permanent disposition of the cremains or remains of a deceased human body in earth burial or aboveground burial.
- (d) Monument means any marker, memorial, gravestone, headstone, footstone, statue or the like placed upon or in any plot for the purpose of identification or in memory of the interred.
- ~~(b)~~ Owner means any person, firm, partnership, company or corporation who has purchased a plot in a municipal cemetery or the heirs, personal representatives or successors of the owners.
- ~~(e)~~ Resident means any person living within the corporate limits of the City of Lake Worth Beach.

~~(e) *Interment* means the permanent disposition of the remains of cremains of a deceased person in earth burial.~~

~~(f) *Disinterment* means the removal of the cremains of a deceased person in earth burial.~~

3. **Rights reserved by the City.**

- (a) The Ccity reserves and shall have the right to refuse admission to its municipal cemeteries and to refuse the use of any of the cemeteries' facilities at any time to any person whom the Ccity may deem to be in violation of one or more of the provisions of this article.
- (b) The Ccity reserves and shall have the right to enlarge, reduce, re-plot or change the boundaries or grading of any or all sections of its cemeteries including the right to modify and change the locations of or remove or re-grade roads, drives, walks, or any part thereof.
- (c) The Ccity reserves and shall have the right to lay, maintain and operate, or alter or change water lines for irrigation systems, gutters for drainage and the like and reserves an easement along all plot lines for utility purposes as needed.
- (d) The city commission reserves and shall have the right to use cemetery property not sold to individual plot owners for cemetery purposes, including the interment of human remains, or for anything necessary, incidental or convenient thereto any public purpose that serves the best interests of the Ccity.
- (e) The Ccity reserves to itself, and to those lawfully using the privileges and facilities of the cemeteries, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.
- (f) The Ccity reserves and shall have the right to correct any error that may be made by it in the description, transfer or conveyance of any plot, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the city clerk office or Public Works Department designee, or, at the sole discretion of the city manager, by refunding the amount of money paid on account of said purchase.
- (g) The Ccity reserves and shall have the right to correct any error that may be made by it in making interments, disinterments, or removals. In the event such error shall involve the interment of the remains of any person, the Ccity reserves and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

- (h) The Ceity reserves and shall have the right to prohibit, modify or remove any monument, structure, object, improvement or adornment from any plot which may have been placed therein in violation of the rules, or which may be considered discriminatory in nature~~objectionable~~, or injurious to the plot, adjoining plots or to the cemetery in general. ~~For the purposes of this document, the term “objectionable” means that an item interferes with the operation of maintenance equipment, has poor aesthetic value, or does not conform to established societal values.~~
- (i) Copies of up to date rules and regulations shall be kept on file in the public works department.~~The city reserves and shall have the right to adopt additional rules and regulations or to amend, alter or repeal any rule or regulation established by this document by resolution.~~
- (j) The city commission hereby recognizes that cases may arise in which strict enforcement of the provisions of these rules and regulations may impose unnecessary hardships. Therefore, the city commission delegates authority to the city manager to make exceptions to the provisions of these rules and regulations upon a finding by the city manager that an exception is necessary to prevent hardship.

4. **Care of cemeteries; limitation of liability; responsibilities of Ceity and public.**

- (a) The Ceity shall endeavor at all times to provide general maintenance and care to its municipal cemeteries.
- (b) The Ceity shall not be liable, and disclaims all responsibility, for loss or damage to monuments, property, other improvements, or rights of plot owners arising from causes beyond its reasonable control including, but not limited to, damage caused by the elements, acts of God, thieves, vandals, or unavoidable accidents, whether the damage be direct or collateral.
- (c) In cases of disinterment, cemetery staff shall exercise reasonable care in performing a removal, but assumes no liability for damage to any casket, burial case, vault / outer box or urn incurred in the removal process.
- (d) No interment or disinterment shall be allowed except by the consent of the city and the written consent of a legally authorized person of the plot in question. A legally authorized person shall be defined as set forth in Section 497.005(43), Florida Statutes, as amended from time to time. Any lawful authority with jurisdiction and a proper court order may disinter any body or cremains in the cemetery in accordance with such order.

- (ee) The perpetual care of the cemetery is assumed by the taxpayers of the Ceity and includes the cutting and irrigation of the grass at reasonable intervals, the raking and cleaning of the grounds, the pruning of shrubs, trees and other plants installed by the Ceity, and the maintenance of pathways and roadways. Perpetual care by the Ceity shall in no case mean the maintenance, repair or replacement of any monument or other improvement, placed or erected upon a plot; nor the doing of special or unusual work in the cemeteries, including work caused by impoverishment of soil (which causes the sinking of monuments and other improvements); nor does it mean the reconstruction of any work, ~~or~~ monument, or other improvement in any section or portion of a cemetery damaged by the elements, age, an act of God, thieves, vandals, or unavoidable accidents, whether the damage be direct or collateral.
- (f) If the City, in its sole discretion, determines to brace, support, fix or otherwise preserve a monument or other improvement that has been compromised by causes beyond its reasonable control (“Preservation Work”), the City shall not be liable and disclaims all responsibility from any loss or damage caused to the monument or other improvement during or after the Preservation Work, whether the damage be direct or collateral.
- (g) The City reserves the right to prevent the removal of or the right to remove any erection, enclosure, monument, tree, shrub, plant, or any other improvement which is shall consider injurious to the immediate locality or prejudicial to the general good appearance of the grounds or which it finds to prevent or impede the maintenance of the cemetery or to present an otherwise dangerous conditions or as otherwise in violation of these rules and regulations.

5. **Plot sales; price; acquired rights, deeds, address of owner.**

- (a) *Price.* The Ceity shall charge prices for the sale of municipal cemetery plots and associated fees in accordance with the prices established in the Ceity’s cComprehensive Schedule of Fees–Schedule, as amended from time to time (hereinafter “Fee Schedule”). ~~on “Schedule A” which is attached hereto and incorporated herein or as amended by the city commission by resolution.~~
- (b) *Acquired rights.* No ownership or burial rights shall be acquired by the recipient until the cost of the plot is fully paid and a deed is issued. ~~All lots not paid in full at the time of reservation must be sold pursuant to a formal contract, signed by persons making reservations, making provision for payment in full within one year with equal quarterly payments and providing that if payment is not completed within one year, that the reservation will be canceled and the previous payments refunded.~~
- (c) *Payment prior to interment.* No interment shall occur unless the costs of the plot and other applicable fees have been paid in full.

(d) Compensation of workers. No money or other compensation shall be paid to any person in the employ of the City for personal services or attention other than the salaries and wages paid by the City.

(de) Lot-Plot deeds. The city manager ~~mayor~~, and the city clerk, or their respective designees are hereby authorized to execute plot deeds to the purchasers of municipal cemetery plots, which conveyances shall be valid for all purposes as the act and deed of the City when fully executed by the city. No deed shall be executed and issued until the cost of the plot has been paid in full. All deeds shall bear a description of the plot sold and the name and address of the owner. All deeds are hereby declared to incorporate and shall be subject to all rules, regulations and ordinances of the city and all amendments thereto. The city clerk shall retain a certified copy of the executed deed.

(ef) Address of plot owner. It shall be the continuing duty of the plot owner to keep the City informed as to his or her current mailing address where notices are to be sent. Notices or other correspondence mailed to the address on file with the City as provided by the plot owner shall constitute actual delivery and notification. It shall be the duty of the plot owner to keep himself or herself informed of any changes in the rules, regulations, ordinances or laws governing the operation of the cemeteries.

6. **Burials; scheduling; installation, removal of monuments.**

(a) Notice of burial. No grave opening will be started without the application for and issuance of an interment grave permit. No interment shall be permitted where the purchase price thereof and the fee for interment have not been paid in full. Upon the City's issuance of the grave-interment permit, the City requires seventy-two ~~twelve~~ (72) working hours for the grave opening.

(b) Number of ~~cremains~~ interments per ~~vault~~ plot. Up to five (5) cremains and a full burial may be interred ~~on top of a vault~~ in a plot. If cremains are interred prior to a full burial, those cremains must be disinterred prior to the full burial. A disinterment fee shall be paid for each cremains disinterred. In the event there has been no written order by the owner filed with the City designating those whom he or she authorizes to be interred therein, the cremains of the following family members of the ~~deceased~~ owner may be interred in such plot in the order of need without the consent of any person claiming any interest therein. The City may require an affidavit be completed by the requesting person.

- 1) spouse of the ~~deceased~~ owner;
- 2) grandparents and their spouses;
- 3) parents and their spouses;
- 4) brothers and sisters and their spouses;
- 5) lineal descendants and their spouses; and
- 6) domestic partner of the owner, as defined by current City policy.

(c) *Schedule of opening and closing graves.*

1) ~~_____1)_____~~ Regular hours. Just as with City parks, cemetery hours are from dawn to dusk. Arrangements for interments shall be made scheduled between the hours of 8:00 a.m. and 2:59-4:00 p.m., Monday through Friday, excluding Ceity-observed holidays. Interments requested-scheduled to occur between 3:00 p.m. and 5:00 p.m. or anytime on a Saturday-weekends, excluding Ceity-observed holidays, shall require an additional fee. No interments or disinterments shall be permitted on Thanksgiving Day, Christmas day, or Easter Sunday.

4)2) ~~_____~~ Delayed Service. Services commencing 30 minutes or later beyond the scheduled interment/disinternment time shall paybe subject to the operational cost per the City's Schedule of Fees for staff on standby. Companies performing the installation of vaults or any other service shall provide a forty-eight (48) hour notification to cemetery staff and provide a specific installation / service time. Delays shall be subject to the operational cost per the City's Schedule of Fees for staff on standby.

32) ~~_____~~ Sundays, and holidays. At the sole discretion of the Ceity, wWhere an interment-burial must is requested to be scheduled on a Sunday, excluding Ceity-observed holidays, Christmas day, and Easter Sunday-or holiday, interments shall be made-scheduled between the hours of 10:00 a.m. and 3:00 p.m. Interments requested on a Sunday or holiday-shall require an additional fee.

43) ~~_____~~ Disinterments shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Ceity-observed holidays-only between the hours of 8:00 a.m. and 2:59 p.m.

5) ~~_____~~ All internments and disinternments shall be scheduled through the City Clerk's Office.

(d) *Installation of monuments.* In accordance with section 497.278(2), Fla. Stat., to verify that a monument is installed on the proper grave, the person or company installing the monument shall contact the Ceity's cemetery sexton-staff two (2) business days prior to the installation. Upon proper notification, the Ceity shall mark the grave where the monument is to be installed and shall inspect the installation when completed.

(e) *Removal of monument.* Any monument which has been set in violation of the rules and regulations established by ordinance or these rules and regulations, as amended from time to time, shall be removed by the company who installed the monument. It shall be the responsibility of that company to reset the monument in accordance with the established rules and regulations and ordinances at no cost to the Ceity. When removing or installing a monument, the company shall exercise all possible

care to protect other monuments, water lines, and other cemetery fixtures and improvements and shall be held liable for any damage incurred.

(f) Vaults / Outer Box. Every earth interment, including cremated remains, shall be enclosed in an encasement or container constructed of concrete, concrete and steel, stone, or other suitable material used to encapsulate the casket, cremains, or other burial container in order to maintain the shape and integrity of the plot.

~~(1)~~

7. Sale or transfer of plots; family burial plot; re-subdivision.

~~(a) City Authorization Required. No lot or any interest therein shall be sold, transferred, assigned or conveyed in any manner (collectively, “transferred”) by the owner without the written authorization of the city.~~

~~(b)~~ Reconveyance to City. No plot or any interest therein shall be sold, transferred, assigned or conveyed in any manner (collectively, “transferred”) by the owner ~~without the written authorization of the city~~ except as set forth herein. Transfers of any plot in the Pinecrest Cemetery or the I. A. Banks Memorial Park, or any interest therein, shall be accomplished by the owner first reconveying the plot to the City. The City shall pay the owner for the reconveyed plot in accordance with the prices established in “Schedule A” attached hereto, as amended from time to time the Fee Schedule. The City shall issue a new deed to the plot to the person to whom the plot is intended to be transferred and the transferee shall pay for the price of the plot in accordance with “Schedule A” the Fee Schedule of Fees. No transfer of any plot or any interest therein shall be valid unless the provisions of this section are complied with. ~~No transfer of a lot or any interest therein owned by a resident of the City shall be made to a non resident of the City without payment first being made to the City of a sum of money equal to the difference between the price paid for said lot by the resident and the then existing price payable for a similar lot by a non resident. The City may request documentation of the identity and residential address of the person for whom the lot is being purchased to establish that the person is a resident.~~

~~(e)~~ Persons to be interred. In the event there has been no written order by the owner filed with the City designating those whom he authorizes to be interred therein, the following family members of such ~~deceased~~ owner may be interred in such plot (without the need for a transfer of ownership) in the order of need without the consent of any person claiming any interest therein. The City may require an affidavit be completed by the requesting person.

- 1) spouse of the ~~deceased~~ owner;
- 2) grandparents and their spouses;
- 3) parents and their spouses;
- 4) brothers and sisters and their spouses;

- 5) lineal descendants and their spouses; and-
 - 6) domestic partner of the owner, as defined by current City policy.
-

However, if the family member is not a resident of the CeCity as defined herein, then the additional price for a non-resident must be paid. The Ceity may request documentation of the identity and residential address of the person for whom the plot is being purchased to establish that the person is a resident.

A person who purchased a plot as a non-resident and who later becomes a resident is not entitled to a refund of any portion of the purchase price paid therefor.

If an individual legally inherits the plot and wishes the Ceity to issue a new deed to the plot in his or her name, he or she shall be responsible for the payment of a deed transfer fee as established in the Fee Schedule.

- (c) Plots purchased for non-family member. If a plot is purchased for a non-family member, such non-family member shall be considered the owner of the plot for purposes of determining who may be interred therein.
- (d) Re-subdivision prohibited. The re-subdivision of any plot in any manner is prohibited.

8. **Technical specifications; veterans' plots.**

(a) Technical specifications.

- (1) All plot enclosures of any kind whatever are hereby prohibited.
- (2) Cornerstones properly numbered and set flush with the surface of the ground shall be allowed.
- (3) No brickwork shall be allowed above the ground level in any portion of the cemetery.
- (4) No mounds are permitted over any grave.
- (5) The grade of all plots shall be determined by the City.
- (6) A space of not less than eighteen (18) inches shall be reserved on sides of abutting plots so that the graves shall not be contiguous.
- (7) Plot owners may erect any proper monuments thereon, subject at all times and in all respects to the approval of the city through its cemetery staff. Headstones shall be placed on a solid foundation of masonry. Footstones more than six (6) inches above the ground shall also be placed upon a solid foundation of masonry; provide, however, that I. A. Banks Memorial Park and sections 7 through 24 and H, J, K, P, R, S, T, U, V, W, X, Y, Z AND AA of Pinecrest Cemetery are hereby designated as memorial type burial grounds, requiring all markers to be of flush type.
- (8) No mausoleum shall be built without the permission of the City and all parts of mausoleums aboveground shall be of marble, granite, cut stone, cement stone

or blocks and shall be of such strength, construction and character as may be approved by the City.

(9) Concrete or metal vaults, or high impact plastic vaults, subject to the City's approval, will be required on all interments in Pinecrest Cemetery and I. A. Banks Memorial Park.

(b) *Veterans' plots.*

(1) Sections "I" and "V", Pinecrest Cemetery, and Section 1, I. A. Banks Memorial Park, are designated as plots for the internment of deceased veterans. Eligibility for internment in the veterans' plots shall be limited to veterans who meet eligibility requirements for burial in a national cemetery.

(2) A flat marker, not exceeding twenty-four (24) inches long and twelve (12) inches wide, may be placed at the head of a veteran's grave.

9. Plants, shrubs, flowers, trees and grass; grave decorations.

(a) Permanent planting, maintenance and removal of grasses, shrubs, trees, flowers, etc., shall be done only by the Ceity.

(b) The Ceity's sextonscemetery staff, or designees, are authorized to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind (collectively, "plants") and any other grave decorations from a cemetery as soon as, in the sole judgment of ~~the sextonstaff~~, they become unsightly, dangerous, detrimental or diseased or when they interfere with the normal maintenance of the cemetery. Notice of such removal shall not be required.

(c) The Ceity shall not be liable for plants or herbage of any kind or other grave decorations or for plantings damaged by the elements, thieves, vandals, or by other causes beyond its control. All such items shall be placed on a grave site at the owner's sole risk and the City shall not be responsible for any loss of the same by any cause whatsoever.

(d) The following grave decorations are not permitted: fencing/borders, statues, glass objects/vases, metal objects (e.g., decorative garden stakes, etc.), rocks, permanent plantings, permanent structures other than an approved monument; oversized decorations (e.g., large crosses, large plaques, etc.), and any other objects that may pose a danger or safety hazard to the cemetery's maintenance machines, staff, visitors or structures.

~~(de)~~ Any plants, as described above, or any other grave decoration of any kind will be removed by the Ceity, without liability, when they violate cemetery rules and regulations, any Ceity ordinance, or other law. Notice of such violation or removal shall not be required.

- (e) ~~All plants and decorations shall be placed on a grave site at the owner's risk, and the City shall not be responsible for any loss of the same by any cause whatsoever.~~

910. Personal Conduct within City Cemeteries.

- (a) Children under the age of thirteen (13) shall not be permitted within the cemetery unless accompanied by an adult.
- (b) Loitering within a City cemetery is strictly prohibited.
- (c) No person shall be permitted to bring food or drinks on the cemetery grounds.
- (d) Littering within a City cemetery is strictly prohibited.
- ~~— Possession of firearms is strictly prohibited within the cemetery except by authorized law enforcement agencies.~~
- (e) Peddling of flowers / plants or soliciting the sale of any item is strictly prohibited within the cemetery grounds.
- (f) No signs or notices of advertisement of any kind shall be allowed in the cemetery unless placed by the City.
- (g) Pets shall not be allowed on the cemetery grounds except in the case of service animals utilized to assist disabled patrons.
- (h) Pinecrest Cemetery - No person shall operate any motor vehicle in excess of ten (10) miles per hour within the cemetery.
- (i) I.A. Banks Memorial Park Cemetery – No person shall operate any motor vehicle within the cemetery.

SCHEDULE "A"

MUNICIPAL CEMETERY PRICES AND FEES

Cost of burial lots in Pinecrest Cemetery and I. A. Banks Memorial Park:

	<u>Resident</u>	<u>Non-Resident</u>
Unsold lots set aside for infant burial, per burial unit	\$150.00	\$350.00
All other unsold lots for adults, except veteran lots in the "Veteran Plots", per burial unit	\$750.00	\$1,200.00
Unsold lots in all designated "Veteran Plots"	NO CHARGE	\$500.00

Prices of lots reconveyed to City for transfer:

Owners of lots who wish to transfer the ownership of a lot, shall first reconvey the lot to the City. The City shall pay the owner the amount the owner originally paid for the lot or \$300.00 whichever is greater. The City shall transfer the lot to the intended person in the applicable amount set forth above.

Cost of opening and closing of a grave:

	<u>Weekdays before 3:00 p.m.</u>	<u>After 3:00 p.m. and Saturdays</u>	<u>Sundays or holidays</u>
Infant grave	\$250.00	\$400.00	\$800.00
Adult grave	\$500.00	\$750.00	\$950.00
Cremaains	\$175.00	\$350.00	\$550.00

Cost of disinterment:

	<u>Weekdays before 3:00 p.m.</u>
Infant grave	\$750.00
Adult grave	\$750.00
Cremaains	\$250.00

~~Cost of installation of veteran stones and markers:~~

~~A charge of \$100.00 shall be paid for the installation of veteran stones and government markers.~~

DRAFT

EXECUTIVE BRIEF WORK SESSION

AGENDA DATE: May 5, 2022

DEPARTMENT: Public Works

TITLE:

Resolution No. 31-2022 - Revised Municipal Cemetery Rules and Regulations

SUMMARY:

The City cemetery rules and regulations have not been reviewed since 2013. Approval of this Resolution will update cemetery operating procedures, rules, and regulations.

BACKGROUND AND JUSTIFICATION:

Chapter 10 of City Code regarding the cemeteries requires an update to simplify, streamline, and transition language from the Ordinance to the more appropriate location in the rules and regulations. A few of these modifications consist of:

- the removal of any type of fee structure, as these are included in the annual Commission approved Schedule of Fees during the budget cycle
- the removal of provisions and definitions which should reside in the rules and regulations
- better defined plot deed and interment permit language
- Updated forms

These revised rules and regulations accompany the previously approved first and second reading of the updated cemetery Ordinance.

DIRECTION:

Move to approve/disapprove Resolution No. 31-2022 revising the cemetery rules and regulations.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution No. 31-2022
Revised Cemetery Rules & Regulations
Form – Burial Authorization Affidavit
Form – Reconveyance of Lot to City Affidavit
Form – Cemetery Reconveyance Deed
Form – Contract for Purchase of Grave Space
Form – Cemetery Plot Deed

RESOLUTION NO. 31-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING AMENDMENTS TO THE CITY OF LAKE WORTH BEACH MUNICIPAL CEMETERY RULES AND REGULATIONS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach (“City”) owns and operates the following two municipal cemeteries: “Pinecrest Cemetery,” located at 1724 12th Avenue South, Lake Worth Beach and “I. A. Banks Memorial Park” (formerly known as “Osborne Cemetery”), located at 1515 Wingfield Street, Lake Worth Beach; and

WHEREAS, over a decade or more ago, the City adopted “The City of Lake Worth Municipal Cemetery Rules and Regulations” (the “Cemetery Rules”); however, the Cemetery Rules require revisions to adequately reflect the way the City currently operates and manages its cemeteries, current laws, and the amended Cemetery Ordinance (Chapter 10 of the Code of Ordinances); and

WHEREAS, the proposed amendments to the Cemetery Rules are attached hereto as **Exhibit A** and are incorporated herein by this reference; and

WHEREAS, the City Commission finds that the amendments to “The City of Lake Worth Municipal Cemetery Rules and Regulations” serve a valid public purpose.

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

Section 1. The foregoing recitals and findings are incorporated into the Resolution as true statements.

Section 2. The City Commission of the City of Lake Worth Beach, Florida, hereby approves and adopts the amended “City of Lake Worth Beach Municipal Cemetery Rules and Regulations” in the form attached hereto as **Exhibit A**.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 4. Should any section or provision of this resolution or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this resolution.

Section 5. This Resolution shall become effective immediately upon its passage.

The passage of this Resolution was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the ____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

**THE CITY OF LAKE WORTH BEACH MUNICIPAL CEMETERY
RULES AND REGULATIONS**

[Last updated _____, 20132022]

1. General.

- (a) It is the intent of this document to establish uniform rules and regulations for the purchase, use and maintenance of cemetery spaces in the City of Lake Worth Beach's municipal cemeteries, Pinecrest Cemetery and I. A. Banks Memorial Park, and to prescribe procedures for the administration of the cemetery which comply with the City of Lake Worth Beach (the "City") City charter and code of ordinances.
- (b) It is the intent of the city commission to delegate authority to the ~~office of the city clerk and the office of the City Clerk and the public Works services administration department~~ to administer these rules and regulations.
- (c) It is the intent of the city commission that these rules and regulations shall apply to every burial space in the cemetery whether said space is a grave, niche, or other unless specifically exempted herein.

2. Definitions.

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

- ~~(f)~~ Disinterment means the removal of the cremains or remains of a deceased ~~person~~ human body in earth burial or aboveground burial.
- ~~(a)~~ Full burial means a burial with a casket and grave liner.
- (c) Interment means the permanent disposition of the cremains or remains of a deceased human body in earth burial or aboveground burial.
- (d) Monument means any marker, memorial, gravestone, headstone, footstone, statue or the like placed upon or in any plot for the purpose of identification or in memory of the interred.
- ~~(b)~~ Owner means any person, firm, partnership, company or corporation who has purchased a plot in a municipal cemetery or the heirs, personal representatives or successors of the owners.
- ~~(e)~~ Resident means any person living within the corporate limits of the City of Lake Worth Beach.

~~(e) *Interment* means the permanent disposition of the remains of cremains of a deceased person in earth burial.~~

~~(f) *Disinterment* means the removal of the cremains of a deceased person in earth burial.~~

3. **Rights reserved by the City.**

- (a) The Ccity reserves and shall have the right to refuse admission to its municipal cemeteries and to refuse the use of any of the cemeteries' facilities at any time to any person whom the Ccity may deem to be in violation of one or more of the provisions of this article.
- (b) The Ccity reserves and shall have the right to enlarge, reduce, re-plot or change the boundaries or grading of any or all sections of its cemeteries including the right to modify and change the locations of or remove or re-grade roads, drives, walks, or any part thereof.
- (c) The Ccity reserves and shall have the right to lay, maintain and operate, or alter or change water lines for irrigation systems, gutters for drainage and the like and reserves an easement along all plot lines for utility purposes as needed.
- (d) The city commission reserves and shall have the right to use cemetery property not sold to individual plot owners for cemetery purposes, including the interment of human remains, or for anything necessary, incidental or convenient thereto any public purpose that serves the best interests of the Ccity.
- (e) The Ccity reserves to itself, and to those lawfully using the privileges and facilities of the cemeteries, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.
- (f) The Ccity reserves and shall have the right to correct any error that may be made by it in the description, transfer or conveyance of any plot, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the city clerk office or Public Works Department designee, or, at the sole discretion of the city manager, by refunding the amount of money paid on account of said purchase.
- (g) The Ccity reserves and shall have the right to correct any error that may be made by it in making interments, disinterments, or removals. In the event such error shall involve the interment of the remains of any person, the Ccity reserves and shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

- (h) The Ceity reserves and shall have the right to prohibit, modify or remove any monument, structure, object, improvement or adornment from any plot which may have been placed therein in violation of the rules, or which may be considered discriminatory in nature~~objectionable~~, or injurious to the plot, adjoining plots or to the cemetery in general. ~~For the purposes of this document, the term “objectionable” means that an item interferes with the operation of maintenance equipment, has poor aesthetic value, or does not conform to established societal values.~~
- (i) Copies of up to date rules and regulations shall be kept on file in the public works department.~~The city reserves and shall have the right to adopt additional rules and regulations or to amend, alter or repeal any rule or regulation established by this document by resolution.~~
- (j) The city commission hereby recognizes that cases may arise in which strict enforcement of the provisions of these rules and regulations may impose unnecessary hardships. Therefore, the city commission delegates authority to the city manager to make exceptions to the provisions of these rules and regulations upon a finding by the city manager that an exception is necessary to prevent hardship.

4. **Care of cemeteries; limitation of liability; responsibilities of Ceity and public.**

- (a) The Ceity shall endeavor at all times to provide general maintenance and care to its municipal cemeteries.
- (b) The Ceity shall not be liable, and disclaims all responsibility, for loss or damage to monuments, property, other improvements, or rights of plot owners arising from causes beyond its reasonable control including, but not limited to, damage caused by the elements, acts of God, thieves, vandals, or unavoidable accidents, whether the damage be direct or collateral.
- (c) In cases of disinterment, cemetery staff shall exercise reasonable care in performing a removal, but assumes no liability for damage to any casket, burial case, vault / outer box or urn incurred in the removal process.
- (d) No interment or disinterment shall be allowed except by the consent of the city and the written consent of a legally authorized person of the plot in question. A legally authorized person shall be defined as set forth in Section 497.005(43), Florida Statutes, as amended from time to time. Any lawful authority with jurisdiction and a proper court order may disinter any body or cremains in the cemetery in accordance with such order.

- (ee) The perpetual care of the cemetery is assumed by the taxpayers of the Ceity and includes the cutting and irrigation of the grass at reasonable intervals, the raking and cleaning of the grounds, the pruning of shrubs, trees and other plants installed by the Ceity, and the maintenance of pathways and roadways. Perpetual care by the Ceity shall in no case mean the maintenance, repair or replacement of any monument or other improvement, placed or erected upon a plot; nor the doing of special or unusual work in the cemeteries, including work caused by impoverishment of soil (which causes the sinking of monuments and other improvements); nor does it mean the reconstruction of any work, ~~or monument, or other improvement~~ in any section or portion of a cemetery damaged by the elements, age, an act of God, thieves, vandals, or unavoidable accidents, whether the damage be direct or collateral.
- (f) If the City, in its sole discretion, determines to brace, support, fix or otherwise preserve a monument or other improvement that has been compromised by causes beyond its reasonable control (“Preservation Work”), the City shall not be liable and disclaims all responsibility from any loss or damage caused to the monument or other improvement during or after the Preservation Work, whether the damage be direct or collateral.
- (g) The City reserves the right to prevent the removal of or the right to remove any erection, enclosure, monument, tree, shrub, plant, or any other improvement which is shall consider injurious to the immediate locality or prejudicial to the general good appearance of the grounds or which it finds to prevent or impede the maintenance of the cemetery or to present an otherwise dangerous conditions or as otherwise in violation of these rules and regulations.

5. **Plot sales; price; acquired rights, deeds, address of owner.**

- (a) *Price.* The Ceity shall charge prices for the sale of municipal cemetery plots and associated fees in accordance with the prices established in the Ceity’s cComprehensive Schedule of Fees–Schedule, as amended from time to time (hereinafter “Fee Schedule”). ~~on “Schedule A” which is attached hereto and incorporated herein or as amended by the city commission by resolution.~~
- (b) *Acquired rights.* No ownership or burial rights shall be acquired by the recipient until the cost of the plot is fully paid and a deed is issued. ~~All lots not paid in full at the time of reservation must be sold pursuant to a formal contract, signed by persons making reservations, making provision for payment in full within one year with equal quarterly payments and providing that if payment is not completed within one year, that the reservation will be canceled and the previous payments refunded.~~
- (c) *Payment prior to interment.* No interment shall occur unless the costs of the plot and other applicable fees have been paid in full.

(d) Compensation of workers. No money or other compensation shall be paid to any person in the employ of the City for personal services or attention other than the salaries and wages paid by the City.

(de) Lot-Plot deeds. The city manager ~~mayor~~, and the city clerk, or their respective designees are hereby authorized to execute plot deeds to the purchasers of municipal cemetery plots, which conveyances shall be valid for all purposes as the act and deed of the City when fully executed by the city. No deed shall be executed and issued until the cost of the plot has been paid in full. All deeds shall bear a description of the plot sold and the name and address of the owner. All deeds are hereby declared to incorporate and shall be subject to all rules, regulations and ordinances of the city and all amendments thereto. The city clerk shall retain a certified copy of the executed deed.

(ef) Address of plot owner. It shall be the continuing duty of the plot owner to keep the City informed as to his or her current mailing address where notices are to be sent. Notices or other correspondence mailed to the address on file with the City as provided by the plot owner shall constitute actual delivery and notification. It shall be the duty of the plot owner to keep himself or herself informed of any changes in the rules, regulations, ordinances or laws governing the operation of the cemeteries.

6. **Burials; scheduling; installation, removal of monuments.**

(a) Notice of burial. No grave opening will be started without the application for and issuance of an interment grave permit. No interment shall be permitted where the purchase price thereof and the fee for interment have not been paid in full. Upon the City's issuance of the grave-interment permit, the City requires seventy-two ~~twelve~~ (72) working hours for the grave opening.

(b) Number of ~~cremains~~ interments per ~~vault~~ plot. Up to five (5) cremains and a full burial may be interred ~~on top of a vault~~ in a plot. If cremains are interred prior to a full burial, those cremains must be disinterred prior to the full burial. A disinterment fee shall be paid for each cremains disinterred. In the event there has been no written order by the owner filed with the City designating those whom he or she authorizes to be interred therein, the cremains of the following family members of the ~~deceased~~ owner may be interred in such plot in the order of need without the consent of any person claiming any interest therein. The City may require an affidavit be completed by the requesting person.

- 1) spouse of the ~~deceased~~ owner;
- 2) grandparents and their spouses;
- 3) parents and their spouses;
- 4) brothers and sisters and their spouses;
- 5) lineal descendants and their spouses; and
- 6) domestic partner of the owner, as defined by current City policy.

(c) *Schedule of opening and closing graves.*

1) ~~_____~~ 1) ~~_____~~ Regular hours. Just as with City parks, cemetery hours are from dawn to dusk. Arrangements for interments shall be made scheduled between the hours of 8:00 a.m. and 2:59-4:00 p.m., Monday through Friday, excluding Ceity-observed holidays. Interments requested scheduled to occur between 3:00 p.m. and 5:00 p.m. or anytime on a Saturday weekends, excluding Ceity-observed holidays, shall require an additional fee. No interments or disinterments shall be permitted on Thanksgiving Day, Christmas day, or Easter Sunday.

4)2) ~~_____~~ Delayed Service. Services commencing 30 minutes or later beyond the scheduled interment/disinternment time shall pay be subject to the operational cost per the City's Schedule of Fees for staff on standby. Companies performing the installation of vaults or any other service shall provide a forty-eight (48) hour notification to cemetery staff and provide a specific installation / service time. Delays shall be subject to the operational cost per the City's Schedule of Fees for staff on standby.

3)2) ~~_____~~ Sundays, and holidays. At the sole discretion of the Ceity, wWhere an interment burial must is requested to be scheduled on a Sunday, excluding Ceity-observed holidays, Christmas day, and Easter Sunday or holiday, interments shall be made scheduled between the hours of 10:00 a.m. and 3:00 p.m. Interments requested on a Sunday or holiday shall require an additional fee.

4)3) ~~_____~~ Disinterments shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Ceity-observed holidays only between the hours of 8:00 a.m. and 2:59 p.m.

5) ~~_____~~ All internments and disinternments shall be scheduled through the City Clerk's Office.

(d) *Installation of monuments.* In accordance with section 497.278(2), Fla. Stat., to verify that a monument is installed on the proper grave, the person or company installing the monument shall contact the Ceity's cemetery sexton staff two (2) business days prior to the installation. Upon proper notification, the Ceity shall mark the grave where the monument is to be installed and shall inspect the installation when completed.

(e) *Removal of monument.* Any monument which has been set in violation of the rules and regulations established by ordinance or these rules and regulations, as amended from time to time, shall be removed by the company who installed the monument. It shall be the responsibility of that company to reset the monument in accordance with the established rules and regulations and ordinances at no cost to the Ceity. When removing or installing a monument, the company shall exercise all possible

care to protect other monuments, water lines, and other cemetery fixtures and improvements and shall be held liable for any damage incurred.

(f) Vaults / Outer Box. Every earth interment, including cremated remains, shall be enclosed in an encasement or container constructed of concrete, concrete and steel, stone, or other suitable material used to encapsulate the casket, cremains, or other burial container in order to maintain the shape and integrity of the plot.

~~(1)~~

7. Sale or transfer of plots; family burial plot; re-subdivision.

~~(a) City Authorization Required.~~ No lot or any interest therein shall be sold, transferred, assigned or conveyed in any manner (collectively, “transferred”) by the owner without the written authorization of the city.

~~(b)~~ (ba) Reconveyance to City. No plot or any interest therein shall be sold, transferred, assigned or conveyed in any manner (collectively, “transferred”) by the owner without the written authorization of the city except as set forth herein. Transfers of any plot in the Pinecrest Cemetery or the I. A. Banks Memorial Park, or any interest therein, shall be accomplished by the owner first reconveying the plot to the City. The City shall pay the owner for the reconveyed plot in accordance with the prices established in “~~Schedule A~~” attached hereto, as amended from time to time the Fee Schedule. The City shall issue a new deed to the plot to the person to whom the plot is intended to be transferred and the transferee shall pay for the price of the plot in accordance with “~~Schedule A~~” the Fee Schedule of Fees. No transfer of any plot or any interest therein shall be valid unless the provisions of this section are complied with. ~~No transfer of a lot or any interest therein owned by a resident of the City shall be made to a non resident of the City without payment first being made to the City of a sum of money equal to the difference between the price paid for said lot by the resident and the then existing price payable for a similar lot by a non resident. The City may request documentation of the identity and residential address of the person for whom the lot is being purchased to establish that the person is a resident.~~

~~(b)~~ (eb) Persons to be interred. In the event there has been no written order by the owner filed with the City designating those whom he authorizes to be interred therein, the following family members of such ~~deceased~~ owner may be interred in such plot (without the need for a transfer of ownership) in the order of need without the consent of any person claiming any interest therein. The City may require an affidavit be completed by the requesting person.

- 1) spouse of the ~~deceased~~ owner;
- 2) grandparents and their spouses;
- 3) parents and their spouses;
- 4) brothers and sisters and their spouses;

- 5) lineal descendants and their spouses; and-
 - 6) domestic partner of the owner, as defined by current City policy.
-

However, if the family member is not a resident of the CeCity as defined herein, then the additional price for a non-resident must be paid. The Ceity may request documentation of the identity and residential address of the person for whom the plot is being purchased to establish that the person is a resident.

A person who purchased a plot as a non-resident and who later becomes a resident is not entitled to a refund of any portion of the purchase price paid therefor.

If an individual legally inherits the plot and wishes the Ceity to issue a new deed to the plot in his or her name, he or she shall be responsible for the payment of a deed transfer fee as established in the Fee Schedule.

- (c) Plots purchased for non-family member. If a plot is purchased for a non-family member, such non-family member shall be considered the owner of the plot for purposes of determining who may be interred therein.
- (d) Re-subdivision prohibited. The re-subdivision of any plot in any manner is prohibited.

8. **Technical specifications; veterans' plots.**

(a) Technical specifications.

- (1) All plot enclosures of any kind whatever are hereby prohibited.
- (2) Cornerstones properly numbered and set flush with the surface of the ground shall be allowed.
- (3) No brickwork shall be allowed above the ground level in any portion of the cemetery.
- (4) No mounds are permitted over any grave.
- (5) The grade of all plots shall be determined by the City.
- (6) A space of not less than eighteen (18) inches shall be reserved on sides of abutting plots so that the graves shall not be contiguous.
- (7) Plot owners may erect any proper monuments thereon, subject at all times and in all respects to the approval of the city through its cemetery staff. Headstones shall be placed on a solid foundation of masonry. Footstones more than six (6) inches above the ground shall also be placed upon a solid foundation of masonry; provide, however, that I. A. Banks Memorial Park and sections 7 through 24 and H, J, K, P, R, S, T, U, V, W, X, Y, Z AND AA of Pinecrest Cemetery are hereby designated as memorial type burial grounds, requiring all markers to be of flush type.
- (8) No mausoleum shall be built without the permission of the City and all parts of mausoleums aboveground shall be of marble, granite, cut stone, cement stone

or blocks and shall be of such strength, construction and character as may be approved by the City.

(9) Concrete or metal vaults, or high impact plastic vaults, subject to the City's approval, will be required on all interments in Pinecrest Cemetery and I. A. Banks Memorial Park.

(b) *Veterans' plots.*

(1) Sections "I" and "V", Pinecrest Cemetery, and Section 1, I. A. Banks Memorial Park, are designated as plots for the internment of deceased veterans. Eligibility for internment in the veterans' plots shall be limited to veterans who meet eligibility requirements for burial in a national cemetery.

(2) A flat marker, not exceeding twenty-four (24) inches long and twelve (12) inches wide, may be placed at the head of a veteran's grave.

9. Plants, shrubs, flowers, trees and grass; grave decorations.

(a) Permanent planting, maintenance and removal of grasses, shrubs, trees, flowers, etc., shall be done only by the Ceity.

(b) The Ceity's ~~sexton~~scemetery staff, or designees, are authorized to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind (collectively, "plants") and any other grave decorations from a cemetery as soon as, in the sole judgment of ~~the sexton staff~~, they become unsightly, dangerous, detrimental or diseased or when they interfere with the normal maintenance of the cemetery. Notice of such removal shall not be required.

(c) The Ceity shall not be liable for plants or herbage of any kind or other grave decorations ~~or for plantings~~ damaged by the elements, thieves, vandals, or by other causes beyond its control. All such items shall be placed on a grave site at the owner's sole risk and the City shall not be responsible for any loss of the same by any cause whatsoever.

(d) The following grave decorations are not permitted: fencing/borders, statues, glass objects/vases, metal objects (e.g., decorative garden stakes, etc.), rocks, permanent plantings, permanent structures other than an approved monument; oversized decorations (e.g., large crosses, large plaques, etc.), and any other objects that may pose a danger or safety hazard to the cemetery's maintenance machines, staff, visitors or structures.

~~(de)~~ Any plants, as described above, or any other grave decoration of any kind will be removed by the Ceity, without liability, when they violate cemetery rules and regulations, any Ceity ordinance, or other law. Notice of such violation or removal shall not be required.

- (e) ~~All plants and decorations shall be placed on a grave site at the owner's risk, and the City shall not be responsible for any loss of the same by any cause whatsoever.~~

910. Personal Conduct within City Cemeteries.

- (a) Children under the age of thirteen (13) shall not be permitted within the cemetery unless accompanied by an adult.
- (b) Loitering within a City cemetery is strictly prohibited.
- (c) No person shall be permitted to bring food or drinks on the cemetery grounds.
- (d) Littering within a City cemetery is strictly prohibited.
- ~~— Possession of firearms is strictly prohibited within the cemetery except by authorized law enforcement agencies.~~
- (e) Peddling of flowers / plants or soliciting the sale of any item is strictly prohibited within the cemetery grounds.
- (f) No signs or notices of advertisement of any kind shall be allowed in the cemetery unless placed by the City.
- (g) Pets shall not be allowed on the cemetery grounds except in the case of service animals utilized to assist disabled patrons.
- (h) Pinecrest Cemetery - No person shall operate any motor vehicle in excess of ten (10) miles per hour within the cemetery.
- (i) I.A. Banks Memorial Park Cemetery – No person shall operate any motor vehicle within the cemetery.

SCHEDULE "A"

MUNICIPAL CEMETERY PRICES AND FEES

Cost of burial lots in Pinecrest Cemetery and I. A. Banks Memorial Park:

	<u>Resident</u>	<u>Non-Resident</u>
Unsold lots set aside for infant burial, per burial unit	\$150.00	\$350.00
All other unsold lots for adults, except veteran lots in the "Veteran Plots", per burial unit	\$750.00	\$1,200.00
Unsold lots in all designated "Veteran Plots"	NO CHARGE	\$500.00

Prices of lots reconveyed to City for transfer:

Owners of lots who wish to transfer the ownership of a lot, shall first reconvey the lot to the City. The City shall pay the owner the amount the owner originally paid for the lot or \$300.00 whichever is greater. The City shall transfer the lot to the intended person in the applicable amount set forth above.

Cost of opening and closing of a grave:

	<u>Weekdays before 3:00 p.m.</u>	<u>After 3:00 p.m. and Saturdays</u>	<u>Sundays or holidays</u>
Infant grave	\$250.00	\$400.00	\$800.00
Adult grave	\$500.00	\$750.00	\$950.00
Cremaains	\$175.00	\$350.00	\$550.00

Cost of disinterment:

	<u>Weekdays before 3:00 p.m.</u>
Infant grave	\$750.00
Adult grave	\$750.00
Cremaains	\$250.00

~~Cost of installation of veteran stones and markers:~~

~~A charge of \$100.00 shall be paid for the installation of veteran stones and government markers.~~

DRAFT

BURIAL AUTHORIZATION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, _____, being duly sworn, depose and say the following:

1. The name of the owner of the burial plot is: _____.
2. The name of the decedent is: _____ (the "Decedent").
3. My mailing address and phone number are:
Mailing Address: _____
Telephone Number: _____
Email Address: _____
4. My relationship with the Decedent is as follows:
 Surviving spouse
 Son or daughter who is 18 years of age or older
 Parent
 Brother or sister who is 18 years of age or older
 Grandchild who is 18 years of age or older
 Grandparent
 Any person in the next degree of kinship (after grandparent)
 Domestic partner of the owner, as defined by current city policy
 Legal heir
 Personal Representative of the Will and Last Testament or Estate of the Decedent
 Other: _____
4. I authorize the City of Lake Worth Beach to bury the:
 Body
 Remains
of the Decedent in Plot No. _____ of Section _____ of:
 Pinecrest Cemetery
 I.A. Banks Memorial Park.
5. The Decedent's relationship to the owner of the Plot is as follows:
 Decedent is the owner of the Plot
 Surviving spouse
 Son or daughter
 Parent
 Brother or sister
 Grandchild
 Grandparent
 Any person in the next degree of kinship (after grandparent)
 Domestic partner of the owner, as defined by current city policy
 Legal heir

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

I hereby represent that to the best of my knowledge there is no living person who has the right, superior to me, to act as the authorizing agent of the deceased and/or I am legally authorized or charged with the responsibility for such burial and/or other disposition. I represent that I am not aware of any objections to the burial of the Decedent by others in the same class as I or of any person in a higher priority class. I certify and represent that I have the right to make this authorization and I hereby agree to hold harmless, defend, and indemnify the City of Lake Worth Beach, its employees, commissioners, representatives, and agents from any claims, liability, causes of action, damages, attorneys' fees, or costs arising or related in any respect to or on account of this authorization and/or the burial of the Decedent.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made above and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Signature

Date

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2022 by _____.

[Notary Stamp]

(Signature of Notary Public –State of Florida)

____ Personally known OR

____ Produced Identification

____ Type of Identification Produced: _____

RECONVEYANCE OF PLOT TO CITY AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, _____, being duly sworn, depose and say the following:

1. The name of the owner of the burial plot described below is: _____.
2. I hereby swear and affirm that the owner is deceased and ___ have/ ___ have not attached his/her death certificate hereto to document the same.
3. My mailing address and phone number are:
Mailing Address: _____
Telephone Number: _____
4. My relationship with the owner is as follows:
 Surviving spouse
 Son or daughter who is 18 years of age or older
 Parent
 Brother or sister who is 18 years of age or older
 Grandchild who is 18 years of age or older
 Grandparent
 Any person in the next degree of kinship (after grandparent)
 Domestic partner of the owner, as defined by current city policy
 Legal heir
 Personal Representative of the Will and Last Testament or Estate of the Decedent
 Other: _____
5. I wish to reconvey Plot No. _____ Section No. _____ at the _____ Cemetery to the City as set forth in the attached "Cemetery Plot Reconveyance Deed" and I represent that no cremains or remains are currently buried therein.

I hereby represent that I am the sole heir of the deceased and/or are legally authorized or charged with the responsibility for such plot. I certify and represent that I have the right to make this authorization and to enter into the attached "Cemetery Plot Reconveyance Deed" and I hereby agree to hold harmless, defend, and indemnify the City of Lake Worth Beach, its officials, employees, representatives, and agents from any claims, liability, causes of action, damages, attorneys' fees and costs arising or related in any respect to or on account of this authorization and/or the reconveyance of the plot to the City. Nothing contained in this Authorization or the associated "Cemetery Plot Reconveyance Deed" shall create a contractual relationship with or a cause of action in favor of a third party against the City.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made above and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

By: _____ Date: _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022 by _____.

[Notary Stamp]

(Signature of Notary Public –State of Florida)

Personally known OR
 Produced Identification
Type of Identification Produced: _____

Cemetery Plot Reconveyance Deed

No. _____

Know All Men by These Presents, that _____, the sole heir to the estate of the deceased owner of the plot described below (the "Plot") or otherwise the individual with legal authority over the Plot, _____, hereinafter "Grantor", in consider of _____ Dollars (\$ _____ .00), which is hereby acknowledged to have been paid by the City of Lake Worth Beach, Florida, a municipal corporation organized under and by virtue of the laws of the State of Florida, having its principal place of business at 7 North Dixie Highway, Lake Worth Beach, Palm Beach County, Florida, hereinafter "Grantee", does hereby grant, bargain, sell, and reconvey to the Grantee, the following described cemetery plot, in Palm Beach County, to-wit:

Plot number _____, Section _____, of _____ Cemetery, according to the plat or plan of said cemetery on file in the office of the clerk of the Circuit Court in and for the County of Palm Beach or on file in the office of the city clerk.

TO HAVE AND TO HOLD the same unto the said Grantee.

And the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee simple of the aforementioned cemetery plot; that the cemetery plot is free from all encumbrances and that the Grantor has the legal authority and the good right to sell and reconvey the same to the Grantee.

IN WITNESS WHEREOF, _____ has caused this Cemetery Plot Reconveyance Deed to be signed this _____ day of _____, 2022.

Signed, sealed and delivered in the presence of:

By _____
Signature of Grantor
Print Name: _____

Signature of Witness No. 1
Print Name: _____

Signature of Witness No. 2
Print Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022 by _____.

[Notary Stamp]

(Signature of Notary Public –State of Florida)

Personally known OR
Produced Identification

Type of Identification Produced: _____

CONTRACT FOR PURCHASE OF GRAVE SPACE

THE CITY OF LAKE WORTH BEACH, FLORIDA, a Florida municipal corporation, having its principal place of business at 7 North Dixie Highway, Lake Worth Beach, Palm Beach County, Florida, 33460, hereinafter "Owner", in consideration of the deposit of \$ _____, which is hereby acknowledged to have been paid by _____, hereinafter "Purchaser", whose current mailing address is _____, does hereby agree to sell and convey to the Purchaser, for the full purchase price of \$ _____, of which the deposit is a part, the following grave space, located in the City of Lake Worth Beach, Florida:

Plot number(s) _____, Section _____, of _____ Cemetery, according to the plat or plan of said cemetery on file in the office of the clerk of the Circuit Court in and for the County of Palm Beach or on file in the office of the city clerk.

The Purchaser understands and agrees that the above described grave space may only be used as a burial place for the dead and that the grave space may not be used or occupied until the full purchase price of such grave space has been paid in full. When the Purchaser has paid the purchase price in full to the Owner, the Owner will draft, execute and deliver to the Purchaser, a good and sufficient deed of conveyance to the described grave space, subject, however, to all reasonable rules and regulations of the Owner, now existing or that may hereafter be adopted or amended, governing the use and maintenance of the cemetery and subject to any and all applicable local, state and federal laws and regulations. The Purchaser understands that this grave space is nontransferable except as set forth in the cemetery rules and regulations and ordinance, as amended from time to time.

The parties agree that where the title to any grave space is vested in more than one person, the signature of any one of the grantees named therein, or their heirs, or other individual authorized by the rules and regulations or by other applicable law or regulation, on an application for a burial permit shall be full and sufficient authority to the Owner for the issuance of such permit and for the burial to be made in accordance therewith.

The Purchaser acknowledges and agrees that if the Purchaser is 90 days past due in making payments hereunder, this Contract shall be considered to be in default, and the Owner shall be entitled to cancel the Contract and retain all funds paid to date towards the grave space purchase price as liquidated damages. The Owner will provide the Purchaser notice of the default, cancellation of the Contract and the amount of liquidated damages forfeited. Thereafter, the Owner shall be authorized to resell the grave space which is the subject of this Contract.

The parties also agree to the following miscellaneous provisions:

1. Enforcement Costs; Law; Venue; Remedies; Waiver of jury trial. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract, the parties agree that each party shall be responsible for its own attorney's fees. The Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract 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. **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 THE CONTRACT DOCUMENTS.**

2. Survivability; Severability; Preparation; Waiver. Any provision of the Contract which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract shall survive its expiration or earlier termination. If any term or provision of the Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Contract, 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 shall be deemed valid and enforceable to the extent permitted by law. The Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

3. Entire Agreement. The Owner and Purchaser agree that the Contract and the resulting Plot Deed, once fully executed, set forth the entire contract 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 the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

4. Counterparts. This document may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this document by electronic means and shall treat the same as an original.

The Purchaser shall pay the first monthly payment of \$_____ on or before _____, 2022 and shall pay the final payment on or before _____, 2022.

Dated this _____ day of _____, 2022.

CITY OF LAKE WORTH BEACH, FLORIDA

By _____
Melissa Ann Coyne, CMC, City Clerk

By _____
Purchaser

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, Purchaser.

[Notary Stamp]

(Signature of Notary Public –State of Florida)

____ Personally known OR

____ Produced Identification

Type of Identification Produced: _____

For Office Use Only

Deposit of \$_____ paid on _____, 2022 (check no. _____).

Payment of \$_____ paid on _____, 2022 (check no. _____).

Balance paid in full on _____, 2022 (check no. _____).

Cemetery Plot Deed

No. _____

Know All Men by These Presents, that the City of Lake Worth Beach, Florida, a municipal corporation organized under and by virtue of the laws of the State of Florida, having its principal place of business at 7 North Dixie Highway, Lake Worth Beach, Palm Beach County, Florida, 33460, hereinafter "Grantor", in consideration of _____ Dollars, which is hereby acknowledged to have been paid by _____, hereinafter "Grantee", whose current mailing address is _____, does hereby grant, bargain, sell and convey to the Grantee and the Grantee's heirs (subject to the conditions set forth herein), the following described cemetery plot, in Palm Beach County, to-wit:

Plot number _____, Section _____, of _____ Cemetery, according to the plat or plan of said cemetery on file in the office of the clerk of the Circuit Court in and for the County of Palm Beach or on file in the office of the city clerk.

TO HAVE AND TO HOLD the same unto the said Grantee and his or her heirs, as a burial place of the dead, with the sole and exclusive right of burying the dead therein, subject however, at all times to all reasonable rules and regulations of said Grantor, now existing or that may hereafter be adopted or amended, governing the use and maintenance of the cemetery and the same are incorporated herein by this reference and subject to any and all local, State or federal laws or regulations applicable to such cemetery plot. Where the title to any lot is vested in more than one person, the signature of any one of the grantees named herein, or their heirs, or other individual authorized in the rules and regulations or other applicable law or regulation, to an application for a burial permit shall be full and sufficient authority to the Grantor for the issuance of such permit and allowing the burial to be made in accordance therewith.

And the Grantor does hereby covenant with the Grantee and his or her heirs, that the Grantor is lawfully seized in fee simple of the aforementioned cemetery plot and of the ways leading to the same; that the cemetery plot is free from all encumbrances and that the Grantor has good right to sell and convey the same to the Grantee in the manner and for the sole purpose and use set forth above. This Cemetery Plot Deed is nontransferable except as set forth in the cemetery rules and regulations and ordinance, as amended from time to time.

IN WITNESS WHEREOF, the City of Lake Worth Beach, a municipal corporation, has caused this Cemetery Plot Deed to be signed by its City Manager, or designee, attested to by its Clerk, or designee, and sealed with its corporate seal this _____ day of _____, 2022.

CITY OF LAKE WORTH BEACH, FLORIDA

Signed, sealed and delivered in the presence of:

By _____
City Manager

Print Name: _____

Witness
Print Name: _____

ATTEST:

Witness
Print Name: _____

By _____
City Clerk
Print Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022 by _____, City Manager of the City of Lake Worth Beach, Florida and _____, City Clerk of the City of Lake Worth Beach, Florida.

[Notary Stamp]

(Signature of Notary Public –State of Florida)

Personally known OR
Produced Identification

Type of Identification Produced: _____

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 5, 2022

DEPARTMENT: Financial Services

TITLE:

First Amendment to the Agreement with RSM US LLP for the annual independent financial auditing services

SUMMARY:

The First Amendment to the Agreement with RSM US LLP authorizes the consultant to increase audit fees for additional services to the City financial audit and CRA stand-alone financial audit.

BACKGROUND AND JUSTIFICATION:

On October 6, 2020, the City entered into an agreement with the RSM US LLP in response to the Request for Proposal RFP#20-208 for provision of Annual Independent Financial Auditing Services to the City in accordance with Florida Statute 218.391 Auditor Selection Procedure. The initial term of the Agreement was for three (3) years for the fiscal years ending September 30, 2020, 2021 and 2022 and allowed for the parties to extend the initial term for two (2) additional fiscal years. During the first annual audit for the fiscal year ending September 30, 2020, the City required additional services under the Agreement and determined that the City would need to include additional services for the continuing fiscal years. It is the intention of the City to increase the Not To Exceed amounts for audit services for fiscal year ending September 30, 2020, 2021, 2022 and 2023 by \$20,000 annually (inclusive of \$10,000 for additional services for the City financial audit and \$10,000 for CRA stand-alone financial audit fees) and allow for additional \$5,000 annual contingency for any further additional services that the City may request from the Consultant.

MOTION:

Move to approve/disapprove the First Amendment to the Agreement with RSM US LLP for the annual financial auditing services.

ATTACHMENT(S):

Fiscal Impact Analysis
RSM US LLP First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	50,000	25,000	25,000	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	50,000	25,000	25,000	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
001-1220-513.32-00	FINANCE		Accounting & Auditing					\$28,800.00	
401-6010-531.32-00	ELECTRIC		Accounting & Auditing					\$11,400.00	
402-7010-533.32-00	WATER		Accounting & Auditing					\$16,800.00	
405-7421-535.32-00	REGIONAL SEWER		Accounting & Auditing					\$3,000.00	
101-2010-515.34-51	CRA		Contractual Services					\$40,000.00	

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES**

This First Amendment to the Professional Services Agreement for the Annual Independent Financial Auditing Services (“First Amendment”) is made as of the _____, 2022, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”), and **RSM US, LLP**, a limited liability partnership authorized to do business in Florida (“CONSULTANT”).

WHEREAS, on October 6, 2020, based on the Request for Proposal number 20-208, the City entered into an agreement with the CONSULTANT for the CONSULTANT to provide Annual Independent Financial Auditing Services to the CITY in accordance with the section 218.391, Florida Statutes (Auditor selection procedure) (“Agreement”); and

WHEREAS, the initial term of the Agreement was for three (3) years was inclusive of audits for the fiscal years ending September 30, 2020, 2021 and 2022 and allowed for the parties to extend the initial term for two (2) additional fiscal years (inclusive of audits for the fiscal years ending September 30, 2023 and 2024); and

WHEREAS, during the first annual audit for the fiscal year ending September 30, 2020, the CITY was in need of additional services under the Agreement and determined that the CITY would need to include additional services for the continuing fiscal years; and

WHEREAS, the CITY desires to increase the Not To Exceed amounts for audits for fiscal years ending September 30, 2020, 2021, 2022, and 2023 by \$20,000 annually (inclusive of \$10,000 for additional services for the CITY financial audit and \$10,000 for CRA stand-alone financial audit fees) and allow for additional \$5,000 annual contingency for any further additional services that CITY may request from the CONSULTANT; and

WHEREAS, the CITY and CONSUTLANT agree that the additional cost for services to be acceptable; and

WHEREAS, entering this First Amendment to the Agreement serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Amount Not To Exceed.** The total amount of compensation that will be paid to the CONSULTANT by the CITY includes the not to exceed amount set forth in the Agreement plus the following additional not to exceed amounts:

- a. Up to Twenty Thousand Dollars (\$20,000.00) for additional services for each of the following fiscal year's audit: FY 2020, FY 2021, FY 2022 and FY 2023. This amount includes additional services for the CITY of up to Ten Thousand Dollars (\$10,000.00) and additional services for the CRA of up to Ten Thousand Dollars (\$10,000); and,
- b. Up to Five Thousand Dollars (\$5,000.00) Contingency. This contingency is for further additional services that the CITY may request from the CONSULTANT during a fiscal year audit under this Agreement. The \$5,000 contingency is not guaranteed as payable in whole or in part to the CONSULTANT unless the CITY provides the CONSULTANT with a Purchase Order for additional services under this contingency and the authorized additional services are provided by the CONSULTANT. The City Manager or designee is authorized to issue the written authorization for additional services in form of an approved Purchase Order. The CONSULTANT may then invoice the CITY for the amount of the authorized additional services provided to be paid from the \$5,000 contingency.

3. **Entire Agreement.** The CITY and the CONSULTANT agree that this First Amendment and the Agreement set 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 the Agreement or this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement not modified by this First Amendment remain in full force and effect.

4. **Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this First Amendment via facsimile or email and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to the Professional Services Agreement for the Annual Independent Financial Auditing Services first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: RSM US, LLP

By: Brett Friedman

[Corporate Seal]

Print Name: Brett Friedman

Title: Partner

STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 14 day of April 2022, by Brett Friedman, as the Partner of RSM US, LLP, who is authorized to do business in the State of Florida, produced N/A as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Carol Morgan Kuzava
Notary Public Signature



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 5, 2022

DEPARTMENT: City Attorney

TITLE:

Ordinance No. 10-2022 – First Reading – Notice Requirements for Rental Increases and Termination of Monthly Non-Residential Tenancies Without a Specific Duration

SUMMARY:

The proposed Ordinance will add two (2) provisions to the City's code to require a 60-day written notice of an increase in rental rates that exceeds five percent (5%) and the termination of monthly non-residential tenancies without a specific duration.

BACKGROUND AND JUSTIFICATION:

Over the past year, the City Commission has witnessed and heard of substantial and steady increases in non-residential rental rates within the City. When there is no lease, section 83.03, Florida Statutes, provides that the non-residential landlord must provide at least a seven-day notice to a tenant renting week-to-week, a 15-day notice to a tenant renting month-to-month, a 45-day notice to a tenant renting quarter-to-quarter, and a 3 month notice to a tenant renting year-to-year. This means that non-residential tenants renting on a month-to-month basis without a lease could be evicted after receiving only 15 days written notice of a rental rate increase and/or termination of their tenancy. The Commission has been searching for ways to assist rental tenants, and Ordinance No. 10-2022 seeks to assist non-residential rental tenants in the City in two ways:

First, due to the above-average increases in rental rates, Ordinance No. 10-2022 will require non-residential landlords in the City to give 60 days prior written notice to all non-residential tenants with a set lease term, or a monthly tenancy without a specific duration, of a proposed rental rate increase that exceeds five percent (5%). This ensures that tenants with a set lease term and monthly tenants without a set lease term or duration are given fair notice (60 days) of any potential rent increase before the rental increase commences. Currently, there is no law that requires such notice.

Secondly, due to concerns with availability of rentals and above-average increases in rental rates, Ordinance No. 10-2022 will require non-residential landlords in the City to give 60 days prior written notice of termination to all non-residential tenants without a specific duration in which the rent is payable on a monthly basis. The notice will need to be provided prior to the end of any monthly period. Currently, section 83.03(3), Florida Statutes, only requires 15 days prior notice before a month-to-month tenancy without a set duration may be terminated.

MOTION:

Move to approve / disapprove Ordinance No. 10-2022 on first reading and set the second reading and public hearing for May 17, 2022.

ATTACHMENTS:

Ordinance No. 10-2022

ORDINANCE 10 – 2022 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 20, “CIVIL RIGHTS,” ARTICLE IV, “LANDLORD TENANT NOTICE REQUIREMENTS,” BY ADOPTING SECTION 20-22 “NOTICE OF TERMINATION OF MONTHLY NON-RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 20-23 “WRITTEN NOTIFICATION REQUIREMENTS RELATED TO RENTAL PAYMENT INCREASES FOR ALL NON-RESIDENTIAL TENANCIES,” TO REQUIRE 60-DAYS’ WRITTEN NOTICE FOR TERMINATION OF TENANCIES AND INCREASES IN RENTAL RATES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (“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, like other cities in South Florida, over the past year, the City has witnessed a significant and steady increase in non-residential (i.e., commercial) rental rates being paid by commercial tenants; and

WHEREAS, the Mayor and Commissioners have personally heard from members of the public regarding above-average increases in commercial rental rates within the City and Palm Beach County; and

WHEREAS, according to commercial real estate market year-end data for Palm Beach County for 2021 and the first quarter of 2022, vacancy rates continue to drop and the price per square foot continues to rise; and

WHEREAS, the City has very limited options to assist commercial renters with unreasonable increases in rent; and

WHEREAS, Part I of Chapter 83, Florida Statutes, applies to the rental of non-residential tenancies and sets forth the rights and duties of landlords and tenants; and

WHEREAS, Part I of Chapter 83, Florida Statutes, does not provide specific notification requirements for landlords seeking to increase rental rates; and

WHEREAS, although some lease agreements contain provisions regarding increase in rental rates, a landlord generally may not raise rent during the term of a lease; and

WHEREAS, normally, unless rate increases are addressed in the lease, a landlord will have to wait until the end of the term of the lease or tenancy to raise the

rental rate and, while not required, generally the notice of such increase is provided in accordance with the termination notice set forth in the lease or set forth by law; and

WHEREAS, with respect to notices of termination of tenancy, when there is no lease, section 83.03, Florida Statutes, provides that the landlord must provide at least a seven-day notice to a tenant renting week-to-week, a 15-day notice to a tenant renting month-to-month, a 45-day notice to a tenant renting quarter-to-quarter, and a 3 month notice to a tenant renting year-to-year; and

WHEREAS, this means tenants renting on a month-to-month basis without a lease could be evicted after receiving only 15 days written notice of a rental rate increase and/or termination of their non-residential tenancy; and

WHEREAS, according to the Florida Attorney General opinion No. 94-41 (May 5, 1994) and the case law cited therein, the Florida Legislature has not preempted local governments from enacting ordinances that enlarge the notification period for month-to-month residential tenancies without a specific duration pursuant to section 83.57, Florida Statutes; and

WHEREAS, the Florida Attorney General concluded that such enlargement of the notification period by ordinance would be supplemental to section 83.57, Florida Statutes, and compliance with such ordinance is possible without violating section 83.57, Florida Statutes; and

WHEREAS, the same arguments set forth in this Florida Attorney General opinion are, arguably, applicable to month-to-month non-residential tenancies without a specific duration as set forth in section 83.03, Florida Statutes; and

WHEREAS, the City desires to assist commercial and other non-residential tenants faced with unreasonable rental rate increases, including those tenants who may only receive 15 days written notice prior to eviction for the same; and

WHEREAS, with the current lack of vacant non-residential rentals and increases in rents, 15 days written notice is insufficient time for such a tenant to find a new affordable location to move a business to or means to pay an increase in rent in excess of five percent (5%); and

WHEREAS, requiring landlords to provide 60-days written notice before the rent can be increased more than five percent (5%) and before a tenant can be forced to leave in a month-to-month tenancy without a lease is a reasonable time period given the current market conditions; and

WHEREAS, the City, in response to the Florida Attorney General's opinion 94-41, desires to enact this Ordinance requiring 60 days written notification to be given by all City of Lake Worth Beach non-residential landlords to their tenants with a lease or a monthly tenancy without a specific duration prior to increasing the tenants' rental rates above five percent (5%) and prior to terminating a tenancy if the tenancy is monthly without a specific duration; and

WHEREAS, the City Commission has reviewed the recommended amendments to Chapter 20 and has determined that they serve a valid public purpose and are in the best interest of the public health, safety and general welfare of the City and its residents.

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

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct and as the specific findings of the City of Lake Worth Beach City Commission.

Section 2. Amendment. Chapter 20, entitled "Civil Rights," is hereby amended at Article IV, "Landlord Tenant Notice Requirements," to read as follows:

Sec. 20-22. – Required fair written notice of termination of monthly non-residential tenancy without specific duration.

A non-residential tenancy without a specific duration (as defined in subsection 83.03(2), Florida Statutes) in which the rent is payable on a month to month basis may be terminated by either the landlord or tenant by giving not less than 60 days written notice prior to the end of any monthly period.

Sec. 20-23. – Required fair written notice of rental payment increases for non-residential tenancies.

A non-residential landlord that proposes to increase the current rental rate by more than five percent (5%) at the end of a lease for a specific duration, or during a tenancy without a specific duration (as defined in subsection 83.03(2), Florida Statutes) in which the rent is payable on a month to month basis, must provide 60 days written notice to the tenant before the tenant must either:

- (1) Accept the proposed amendment;
- (2) Reach an acceptable compromise; or,
- (3) Reject the proposed amendment to their tenancy.

If the required 60 days written notice has been provided and the tenant has not agreed to the proposed amendment or an acceptable compromise, the landlord may impose the proposed amended term(s) or require the tenant(s) to vacate the premises.

Section 3. Except for the notice provisions set forth above in sections 20-22 and 20-23, all other provisions set forth in Chapter 83, Part I, Florida Statutes, as may be amended from time to time, shall govern non-residential tenancies.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. The sections of this Ordinance may be made a part of the City's Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 7. Effective Date. This Ordinance shall take effect immediately after its adoption.

The passage of this Ordinance was moved by _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Commissioner Christopher McVoy
Commissioner Sarah Malega
Commissioner Kim Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on first reading on the _____ of _____ 2022.

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

Mayor Betty Resch
Commissioner Christopher McVoy
Commissioner Sarah Malega
Commissioner Kim Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 17, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Sarah Malega

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

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

- A. Oceanfront EKO Park: Fun, Education, and guiding humanity towards a safe future with EKOTECTURE Presentation by Jill Karlin
- B. Legislature Session Update by State Representative David Silvers

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. Regular Meeting - April 19, 2022
- B. Work Session - April 26, 2022
- C. Pre-agenda Work Session - April 27, 2022

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

- A. Resolution No. xx-2022 – Support for Additional Traffic Calming Measures on Federal Highway

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

May 18 - Budget Work Session #2 @ 5 PM
May 23 - Work Session @ 5 PM
May 25 - Pre-agenda Work Session @ 9 AM
May 31 - Utility Meeting @ 6 PM

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). 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)