



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING (REVISED)
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 18, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Vice Mayor Christopher McVoy

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation of Challenge Coins to Lt. Rafel Suarez, Paramedic Brandon Sharp and Firefighter Angelica Bondonese from Palm Beach County Fire Rescue
- B. [Presentation by Melissa Landis, Education Director of Lake Worth Waterkeeper, regarding the State of our Water](#)
- C. Proclamation declaring July 2023 as National Parks and Recreation Month
- D. Proclamation declaring July 19, 2023 as the 12th Annual KidsFit Jamathon
- E. PBSO Community Policing Update by Capt. Todd Baer

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Pre-Agenda Work Session - June 9, 2023](#)
- B. [Regular Meeting - June 20, 2023](#)

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

- A. [Ratification of Memorandum of Understanding \(MOU\) between the City of Lake Worth Beach and the International Brotherhood of Electrical Workers \(IBEW\)](#)
- B. [Standard Insurance Policies for FY 2023/24 Employee Health and Welfare Benefits](#)
- C. [2023 Internal Auditor's Annual Audit Plan](#)
- D. [Resolution No. 22-2023 - Establish the Proposed Millage Rate for fiscal year 2023-2024](#)
- E. [Resolution No. 24-2023 - Establish the Proposed Tentative Voter Approved Debt Rate for fiscal year 2023-2024](#)
- F. [Resolution No. 25-2023 - Directing the preparation of the Preliminary Refuse Assessment Roll for Fiscal Year 2023-2024](#)

- G. [Resolution No. 26-2023 - Directing the preparation of the Preliminary Stormwater Assessment Roll for fiscal year 2023-2024](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2023-06 - First Reading – Amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping and minor changes for clarity, to provide for a reduction in the side setback requirements to 5 feet for accessory structures and pools on lots greater than 50 feet, to provide for new standards for street walls, and to expand and clarify the waiver provisions](#)
- B. [Ordinance No. 2023-10 - First Reading - Amending the City’s Comprehensive Plan adding a new property rights element as required by F.S. 163.3177\(6\)\(i\)](#)

UNFINISHED BUSINESS:

- A. [Consideration of an Amended and Restated Purchase and Sale Agreement with the Lake Worth Beach Redevelopment Agency \(CRA\) for properties located at 1602 Lake Avenue and 15 North B Street](#)
- B. [Resolution No. 13-2023 – Amending the City Commission Rules of Procedure](#)
- C. [Resolution No. 21-2023 – Approving a Correction to the Fees & Charges for Cemetery Fees related to the reconveyance of plots to the City](#)
- D. [Ordinance No. 2023-14 – First Reading - Revising Sections 2-82 & 2-83 relating to the City Tree Board, and changing its name to the Tree & Landscape Board](#)

NEW BUSINESS:

- A. [Ordinance No. 2023-15 – First Reading – sunseting the City Recreation Advisory Board](#)
- B. [Purchase Order with Nextran Truck Center for the procurement of a new 60/40 Recycle Collection Truck](#)

CITY ATTORNEY’S REPORT:

- A. The City Attorney desires advice from the City Commission concerning pending litigation, specifically regarding settlement negotiations and strategy related to litigation expenditures in the case of City of Lake Worth Beach v. North H Enterprises, Inc., 15th Judicial Circuit Court (Case No. 50-2020-CA-009354), and is requesting an attorney-client session to be scheduled for July 25, 2023, at 5:00 p.m. The estimated length of the attorney-client session will be approximately one (1) hour.

The session will be attended by the members of the City Commission: Mayor Resch, Vice Mayor McVoy; Commissioner Malega, Commissioner Stokes and Commissioner Diaz. City Manager Carmen Davis, City Attorney Glen Torcivia, and outside counsel Brian Sherman. A certified court reporter will also be present to ensure that the session is fully transcribed, and the transcript will be made public upon the conclusion of the above-cited, ongoing litigation.

UPCOMING MEETINGS AND WORK SESSIONS:

Work Session - July 20 @ 6 pm
Budget Work Session #2 - July 24 @ 6 pm
Attorney-Client Session - July 25 @ 5 pm
Utility Meeting - July 25 @ 6 pm

Board Interviews - July 29 @ 9 am
Regular Meeting - August 1 @ 6 pm

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). 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)



LAKE WORTH WATERKEEPER®

Est. 2017
501(c)3

Melissa Landis, Education Director

www.lakeworthwaterkeeper.org

Melissa.l@lakeworthwaterkeeper.org

Lake Worth Lagoon Watershed





3 Pillars



Water Quality Monitoring



November 26th, 2022 (Samples collected November 25th)

Lake Worth Lagoon Watershed Bacteria Results: LAKE WORTH LAGOON - COASTAL ESTUARY

- Lakeside Park (North Palm Beach)**
Coordinates: 26.8171, -80.0537
Result: **POOR** 379 cfu/100ml
- MacArthur SP Kayak Launch (North Palm Beach)**
Coordinates: 26.8159, -80.0384
Result: **GOOD** 10 cfu/100ml
- Pine Point Road (Riviera Beach)**
Coordinates: 26.7976, -80.0393
Result: **GOOD** <10 cfu/100ml
- Phil Foster Park (Riviera Beach)**
Coordinates: 26.7832, -80.0424
Result: **POOR** 74 cfu/100ml
- Bicentennial Park (Riviera Beach)**
Coordinates: 26.7742, -80.0521
Result: **MODERATE** 63 cfu/100ml
- Osprey Park (West Palm Beach)**
(Inaccessible - under construction)
Coordinates: 26.7562, -80.0510
Result: **GOOD** 31 cfu/100ml
- Palm Beach Country Club (Palm Beach)**
Coordinates: 26.7439, -80.0421
Result: **GOOD** 30 cfu/100ml
- Lake Trail (Palm Beach)**
Coordinates: 26.7192, -80.0430
Result: **MODERATE** 52 cfu/100ml
- Brazilian Docks (Palm Beach)**
Coordinates: 26.7041, -80.0443
Result: **GOOD** <10 cfu/100ml

NOTE: Enterococcus bacteria standards are **GOOD** (<35 cfu/ml), **MODERATE** (35-70 cfu/100ml), and **POOR** (>70 cfu/100ml)



November 26th, 2022 (Samples collected November 25th)

Lake Worth Lagoon Watershed Bacteria Results: LAKE WORTH LAGOON - COASTAL ESTUARY

- George Petty Park (West Palm Beach)**
(Inaccessible - under construction)
Coordinates: 26.6845, -80.0490
Result: N/A
- Spillway Park (Lake Worth Beach)**
Coordinates: 26.6445, -80.0545
Result: **POOR** 6,488 cfu/100ml
- Jewell-Steinhardt Cove (Lake Worth Beach)**
Coordinates: 26.6122, -80.0389
Result: **POOR** 452 cfu/100ml
- Bryant Park Boat Ramp (Lake Worth Beach)**
Coordinates: 26.6143, -80.0476
Result: **GOOD** 10 cfu/100ml
- Sportsman's Park Boat Ramp (Lantana)**
Coordinates: 26.5839, -80.0475
Result: **POOR** 4,106 cfu/100ml
- Ocean Inlet Park (Boynton Beach)**
Coordinates: 26.5441, -80.0450
Result: **POOR** 231 cfu/100ml
- Harbor Estates (Boynton Beach) (Inaccessible)**
Coordinates: 26.5388, -80.0528
Result: N/A

NOTE: Enterococcus bacteria standards are **GOOD** (<35 cfu/ml), **MODERATE** (35-70 cfu/100ml), and **POOR** (>70 cfu/100ml)

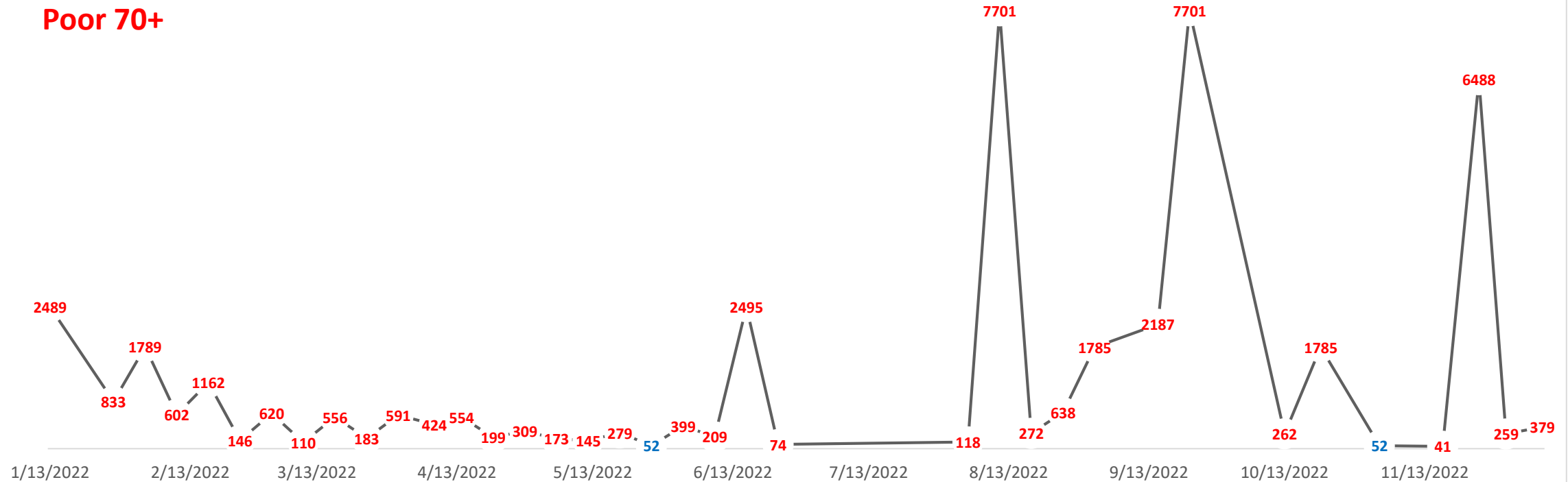


Enterococcus – Indicator Bacteria



SPILLWAY PARK 2022 RESULTS (CFU/100ML)

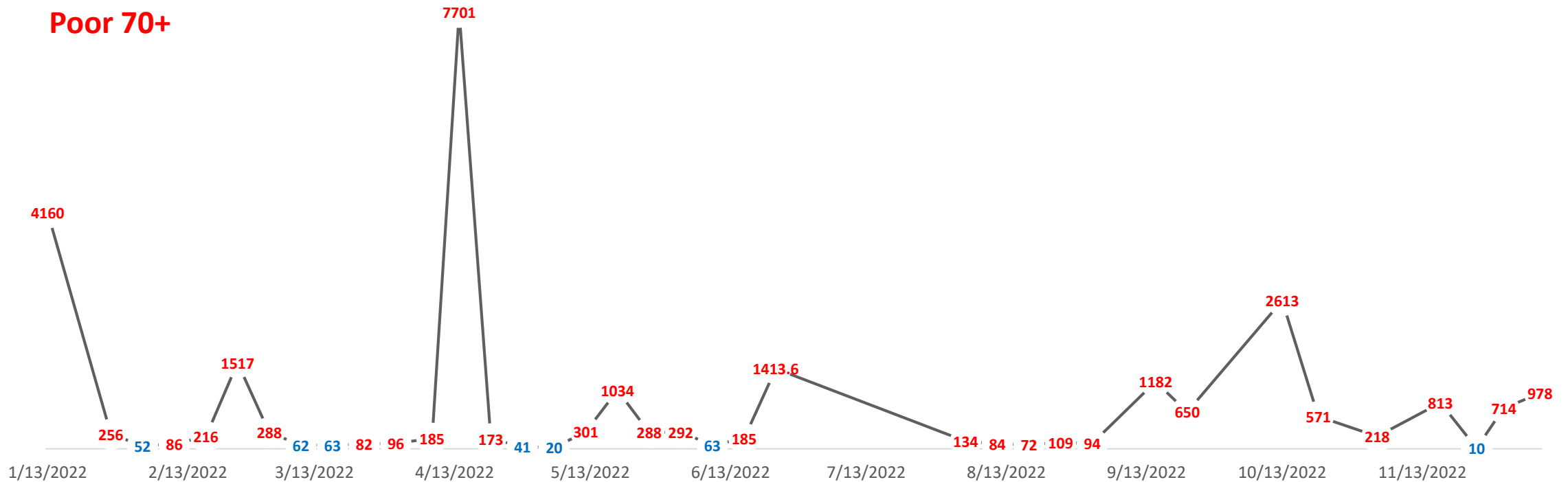
Good <35
Moderate 35-70
Poor 70+





BRYANT PARK 2022 RESULTS (CFU/100ML)

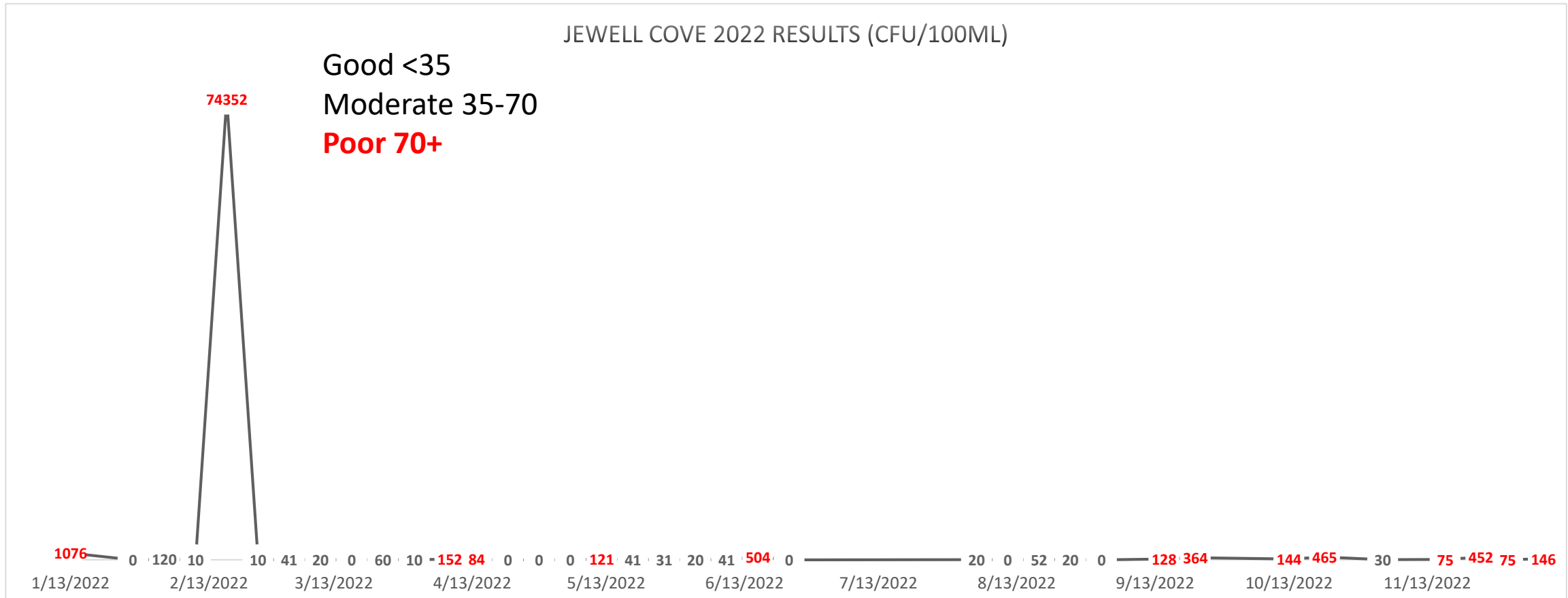
Good <35
Moderate 35-70
Poor 70+





JEWELL COVE 2022 RESULTS (CFU/100ML)

Good <35
Moderate 35-70
Poor 70+





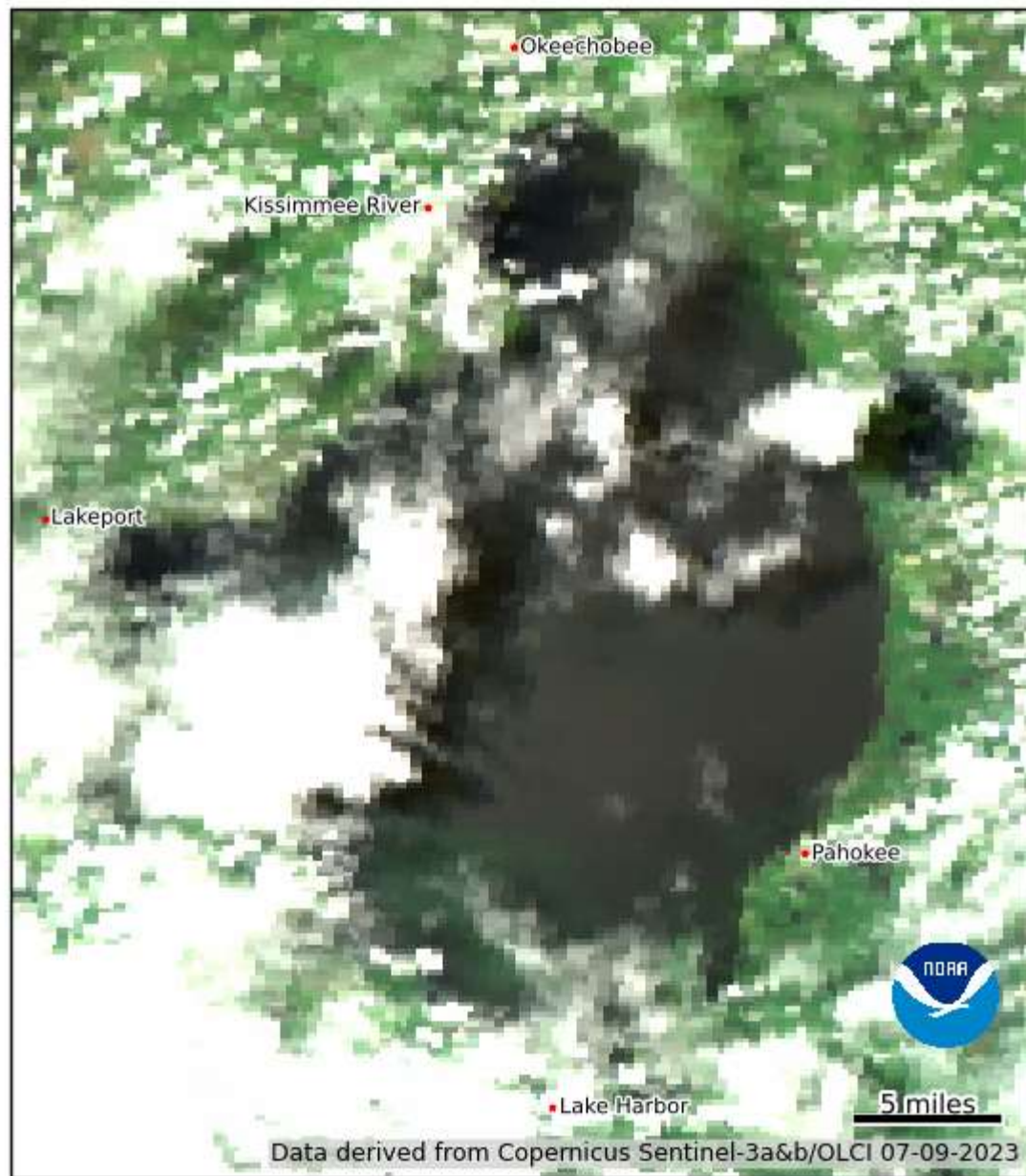
Cyanobacteria - June 2, 2023



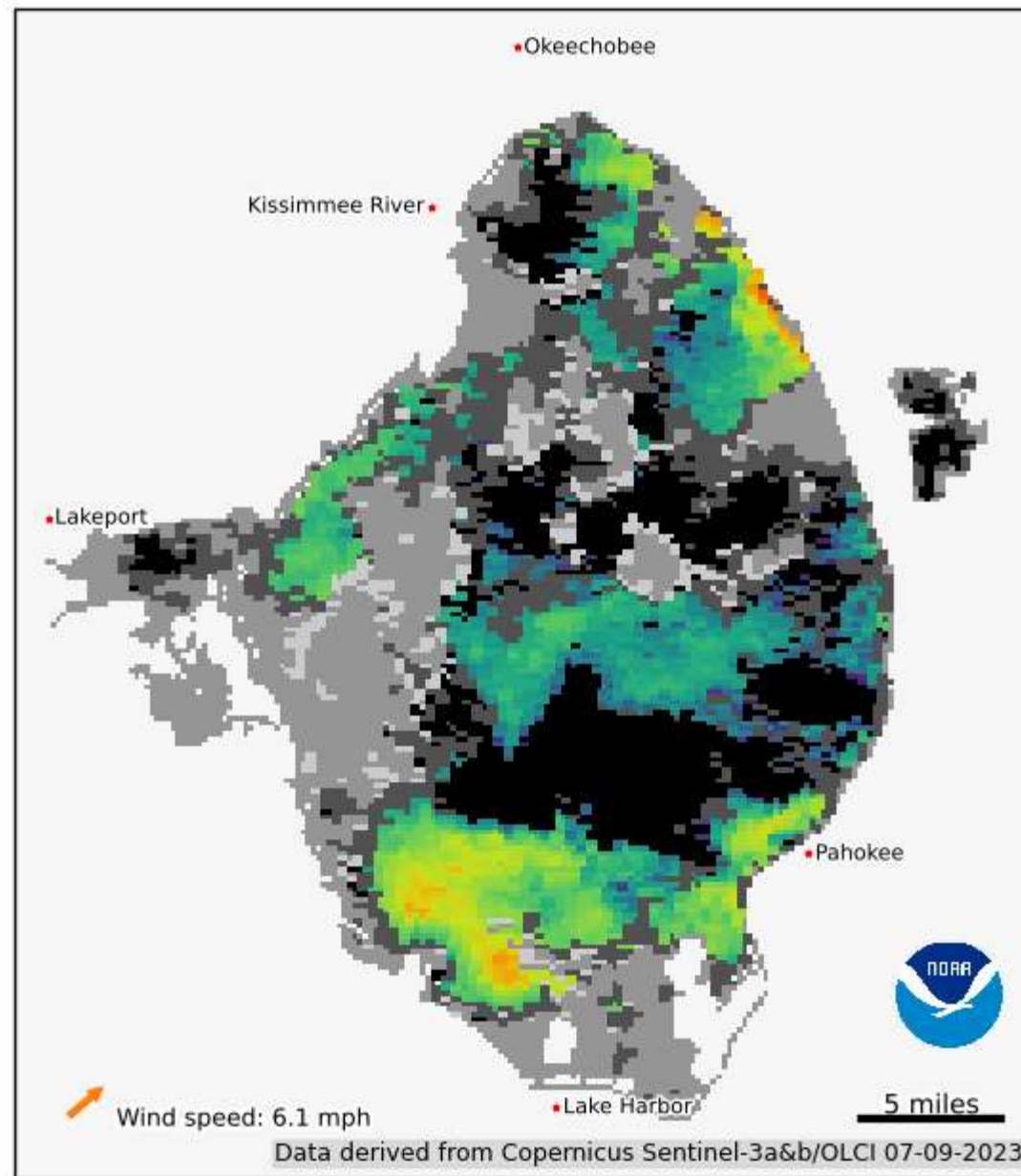


July 7, 2023





Composited Lake Okeechobee true color image derived from the OLCI sensor on Copernicus Sentinel-3a&b obtained from EUMETSAT.



Composited Cyanobacteria Index (Cicyano) for Lake Okeechobee. The algal bloom is present but cloud cover and winds above 9.0 mph prevent determining an area (previous area from Jul 07 was 300 square miles). Winds above 4.0 mph may begin mixing the bloom and clouds may obscure it, leading to an underestimate of the area. Moderate and low concentrations may not be obvious to the eye. Average wind for preceding 3 hours of satellite observation from South Florida Water Management District station LZ40.

Policy Change – Waters of the United States (WOTUS)

- Under the Clean Water Act
- Sackett vs. EPA
 - Petitioners Michael and Chantell Sackett purchased property near Priest Lake, Idaho, and began backfilling the lot with dirt to prepare for building a home. The Environmental Protection Agency informed the Sacketts that their property contained wetlands and that their backfilling violated the Clean Water Act, which prohibits discharging pollutants into “the waters of the United States.” 33 U. S. C. §1362(7). The EPA ordered the Sacketts to restore the site, threatening penalties of over \$40,000 per day. The EPA classified the wetlands on the Sacketts’ lot as “waters of the United States” because they were near a ditch that fed into a creek, which fed into Priest Lake, a navigable, intrastate lake. The Sacketts sued, alleging that their property was not “waters of the United States.”
 - “first, that the adjacent [body of water constitutes] . . . ‘water[s] of the United States’ (i.e., a relatively permanent body of water connected to traditional interstate navigable waters); and second, that the wetland has a continuous surface connection with that water, making it difficult to determine where the ‘water’ ends and the ‘wetland’ begins.”

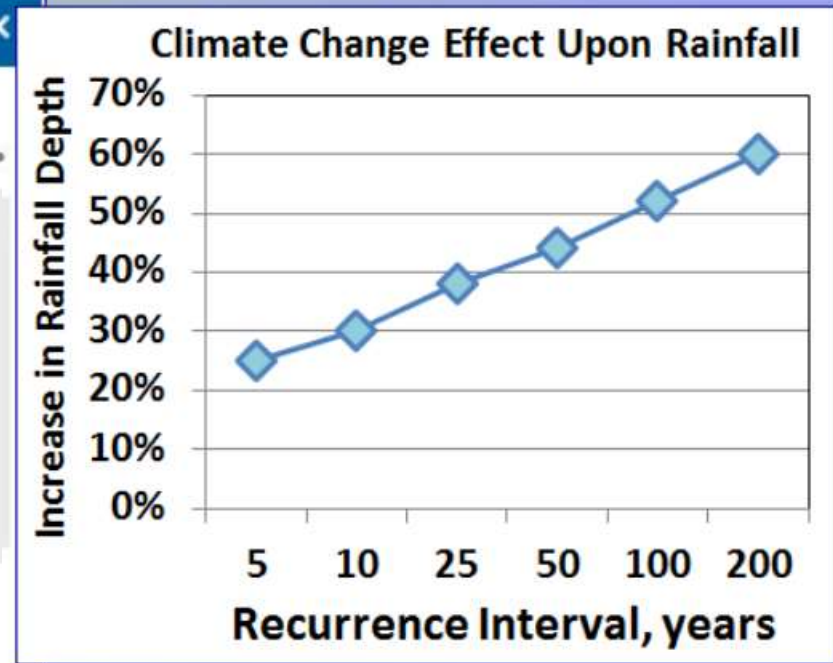
Extreme Rainfall Events are Now 60% Greater

The screenshot shows the 'Change Factor Search' interface. On the left is the South Florida Water Management District logo and a list of collaborators including USGS and FIU. The main search results pane shows the following parameters for Palm Beach County:

- Area of Interest: Palm Beach County
- Rainfall Duration: 1
- Return Period: 200
- Percentile 25th: 1
- Percentile 50th: 1.24
- Percentile 75th: 1.6
- Planning Horizon: 2050-2089

Below the search results is the 'Resilience Metrics Hub' logo and the title 'Future Extreme Rainfall Change Factors for Flood Resiliency Planning in South Florida Web Application'. A sidebar on the left contains links to various resources:

- Change Factor Tutorial
- NOAA Atlas 14 GIS Files
- SFWMD Technical Memorandum
- USGS Data Release Portal
- USGS Final Report (available Summer 2022)



Statistical analyses conducted using modern data sets have revealed as much as a 50% increase in potential rainfall depth for a 100-year, 3-day storm event. It is clear that increased rainfall in Florida from climate change will exacerbate water quality problems in many Florida water bodies.

After two decades of requests for revised rainfall statistics, the agencies finally responded with “change factors.”



Everglades
Law Center, Inc.

“The overall economic value of the Lake Worth Lagoon is \$5.37 billion, representing the combined one-time value plus the present value of ongoing economic benefits and spending derived from the Lake Worth Lagoon over the next 25 years.”

Table 8. Summary of the Economic Value of Lake Worth Lagoon

Value Type	Direct Impact	Indirect/Induced	Total Economic Valuation
<u>One-Time Values</u>			
Lake Worth Initiative/Palm Beach County Restoration Spending	\$88,000,000	N/A	\$88,000,000
Wealth Effect Spending from Residential Property Value Increase	\$10,776,298	N/A	\$10,776,298
One-Time Cash Spending			\$98,776,298

<u>Market and Use Values</u>			
Residential Trip Cost Method	\$127,833,796	N/A	\$127,833,796
Tourist Trip Cost Method	\$42,356,273	\$18,557,541	\$60,913,814
Commercial Business Activity	\$401,073,284	\$224,041,735	\$625,115,019
Annual Recurring Market and Use Value	\$571,263,353	\$242,599,276	\$813,862,629
PV 25 Year Annual Spending			\$4,026,656,179

<u>Non-Market Values</u>			
Resource Value	\$52,155,156	N/A	\$52,155,156
Residential Property Value Increase	\$449,012,419	N/A	\$449,012,419
Non-market Willingness to Pay (1-time)	\$745,409,828	N/A	\$745,409,828
Non-Market Value	\$1,246,577,403	N/A	\$1,246,577,403

TOTAL One-Time, Market Use, and Non-Market Value			\$5,372,009,880

Source: PFM

The staggering, often-overlooked financial costs to our health from fossil-fuel generated air pollution and climate change **surpass \$820 billion in health costs each year—a burden falling heaviest on vulnerable communities but also shared in part by everyone in the United States.**

<https://www.nrdc.org/sites/default/files/costs-inaction-burden-health-report.pdf>

Jeff Thaler, Esq.

What Can You Do?

- Be informed and discuss
- What have you done so far?
 - Policies/ordinances (i.e. pollution, cigarettes, native gardening)
 - Apply for grants to expand current water processes (i.e. reverse osmosis plant)
 - Signage (English & Spanish)
 - Work with other municipalities (i.e. derelict boats)



**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
FRIDAY, JUNE 9, 2023 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:05 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:30) 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.

UPDATES / FUTURE ACTION / DIRECTION:

ADJOURNMENT: (55:01)

The meeting adjourned at 10:00 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: July 18, 2023

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 20, 2023 – 6:00 PM**

The meeting was called to order by Vice Mayor McVoy on the above date at 6:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:38) Present were 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. Mayor Betty Resch was absent.

INVOCATION OR MOMENT OF SILENCE: (0:59) was led by Commissioner Sarah Malega.

PLEDGE OF ALLEGIANCE: (1:41) was led by Vice Mayor Christopher McVoy.

ADDITIONS/DELETIONS/REORDERING:

There were no changes to the agenda.

PRESENTATIONS: (2:21) (there is no public comment on Presentation items)

- A. Discover the Palm Beaches Tourism Update by Sergio Piedra, Director of Community Engagement & Advocacy, Discover The Palm Beaches (2:30)
- B. Presentation of Certificates of Achievement to the members of the winning Lake Worth Beach Police Athletic League (PAL) team brought forward by Commissioner Malega (24:04)
- C. Proclamation declaring June 27, 2023 as National HIV Testing Day (28:36)

COMMISSION LIAISON REPORTS AND COMMENTS: (36:03)

CITY MANAGER'S REPORT: (52:19)

City Manager Davis provided the following report:

- announced that her entire family had relocated to Lake Worth Beach

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (53:05)

APPROVAL OF MINUTES: (1:07:51)

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

A. Regular Meeting - June 6, 2023

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

PUBLIC HEARINGS: (1:08:00)

- A. Ordinance No. 2023-11 - Second Reading – Approving a City-initiated Zoning Map amendment from Multi-Family Residential (MF-20) to Transit Oriented Development (TOD-E) for the properties located east of I-95, south of 2nd Avenue North, west of North A Street, and north of Lake Worth Road (1:08:03)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2023-11 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF MULTI-FAMILY RESIDENTIAL 20 (MF-20) TO TRANSIT ORIENTED DEVELOPMENT (TOD-E) ON THE PROPERTIES GENERALLY LOCATED, EAST OF I-95, SOUTH OF 2ND AVENUE NORTH, WEST OF NORTH A STREET, AND NORTH OF LAKE WORTH ROAD, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to re-open the public hearing.

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

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Ordinance 2023-11 approving a City-initiated Zoning Map amendment from Multi-Family Residential (MF-20) to Transit Oriented Development (TOD-E) for the properties located east of I-95, south of 2nd Avenue North, west of North A Street, and north of Lake Worth Road.

Vote: Voice vote showed: Commissioners Malega, Stokes and Diaz. NAYS: Vice Mayor McVoy. ABSENT: Mayor Resch.

- B. Ordinance No. 2023-13 – Second Reading – Ballot language to allow for the election districts to be amended by ordinance after each decennial census (1:42:05)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2023-13 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH BEACH TO BE HELD ON MARCH 19, 2024, AS TO WHETHER SECTION 2 OF ARTICLE II OF THE CITY OF LAKE WORTH BEACH CHARTER SHALL BE AMENDED TO AUTHORIZE ELECTION DISTRICTS TO BE AMENDED

BY ORDINANCE AFTER EACH DECENNIAL CENSUS TO ENSURE THAT THE DISTRICTS COMPLY WITH APPLICABLE LAW; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEAL OF ALL CONFLICTING LAWS, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Ordinance No. 2023-13 approving ballot language to allow for the election districts to be amended by ordinance after each decennial census.

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

NEW BUSINESS: (1:43:01)

- A. Resolution No. 19-2023 – Budget Amendment for Fiscal Year 2023 – Budgeted Salaries and Benefits (1:43:07)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 19-2023, BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT AND CORRESPONDING APPROPRIATION FOR SALARIES AND BENEFITS FROM VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Resolution No. 19-2023 – Budget Amendment for Fiscal Year 2023 – Budgeted Salaries and Benefits.

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

The meeting recessed at 8:15 PM and reconvened at 8:21 PM.

- B. Resolution No. 20-2023 – Requesting Modifications to the Palm Beach County Cold Weather Shelter Policy brought forward by Vice Mayor McVoy (2:17:50)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 20-2023 OF THE CITY LAKE WORTH BEACH, FLORIDA, REQUESTING MODIFICATIONS TO THE PALM BEACH COUNTY COLD WEATHER SHELTER POLICY, PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Resolution No. 20-2023 – Requesting Modifications to the Palm Beach County Cold Weather Shelter Policy brought forward by Vice Mayor McVoy.

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

CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

UPCOMING MEETINGS AND WORK SESSIONS:

June 27 - utility meeting @ 6 pm
July 10 - budget work session #1 @ 6 pm
July 14 - pre-agenda work session @ 9 am
July 18 - regular meeting @ 6 pm

ADJOURNMENT: (2:31:47)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 8:35 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved July 18, 2023

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

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Human Resources

TITLE:

Ratification of Memorandum of Understanding (MOU) between the City of Lake Worth Beach and the International Brotherhood of Electrical Workers (IBEW)

SUMMARY:

After engaging in collective bargaining and reaching agreements on multiple provisions, IBEW and the City of Lake Worth Beach ratified the terms to be included in the collective bargaining agreement effective October 1, 2021 through September 1, 2024. After the original contract was ratified, both parties agreed upon the attached MOU regarding overtime shifts for employees employed as IBEW Troublemens for the City of Lake Worth Beach.

BACKGROUND AND JUSTIFICATION:

The most recent collective bargaining agreement was ratified on December 7, 2021. Since that time, both parties have been operating under the terms and conditions set forth under that agreement. After initial approval, the parties contracted a Memorandum of Understanding (MOU) to clarify the overtime shifts available for IBEW Troublemans. The overtime shift change is outlined in the attached Memorandum of Understanding. Staff recommends approval of this MOU.

MOTION:

Move to approve/disapprove the ratification of this Memorandum of Understanding between the City of Lake Worth Beach and the International Brotherhood of Electrical Workers (IBEW).

ATTACHMENT(S):

Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING

Between
The City of Lake Worth Beach
And
International Brotherhood of Electrical Workers Local 359-3

WHEREAS, the International Brotherhood of Electrical Workers Local 359-3 (“IBEW”) ratified a tentatively agreed collective bargaining agreement with the City of Lake Worth Beach (“City”) on November 15, 2021;

WHEREAS, the tentatively agreed collective bargaining agreement was ratified by the City Commission on December 7, 2021.

WHEREAS, the collective bargaining agreement ratified by both parties includes provisions relating to overtime; and

WHEREAS, the Troublemens are seeking parity in overtime opportunities with other job classifications when the Troublemans with the lowest amount of overtime is on shift and the shift to be filled immediately follows that shift.

NOW THEREFORE, the IBEW and City agree that the following will resolve the matter and complies with the collective bargaining agreement.

1. When a Troublemans is working on shift and a call-out occurs requiring coverage for the shift immediately following the shift worked, and the Troublemans working on shift is also the Troublemans with the lowest overtime willing to accept the assignment, the City will allow the Troublemans to fill the shift from 10:00 a.m./p.m. until the end of the shift provided the City can fill the hours from 6:00a.m./p.m. until 10:00 a.m./p.m. with another employee. If the City is unable to fill the 4-hour gap after one pass through the overtime list, the City will fill the full Troublemans shift with another employee in accordance with the Distribution of Overtime, Attachment B, of the collective bargaining agreement.

2. The parties agree that the foregoing method is to provide more overtime opportunities for Troublemens while not causing any employee to work in excess of 16 consecutive hours.

3. The parties further agree that the City generally shall not fill overtime shifts by “splitting” the shift unless as contemplated in Paragraph 1. If an employee is not working on the shift immediately preceding the shift for which overtime is needed to cover a call out, the employee accepting the overtime must accept the full shift.

4. This Memorandum of Understanding shall automatically expire upon the effective date of a new collective bargaining agreement ratified by both parties.

This Memorandum of Understanding was ratified by the IBEW membership on June 3, 2023 and by the City Commission on _____, 2023.

CITY OF LAKE WORTH BEACH:

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 359-3:**

By: _____
Betty C. Resch
Mayor of the City of Lake Worth Beach

By: Ivan Soriano
Ivan Soriano, Business Manager
Local 359-3

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Human Resources

TITLE:

Standard Insurance Policies for FY 2023/24 Employee Health and Welfare Benefits

SUMMARY:

These Policies authorize the following:

1. CIGNA to provide Health and Dental Insurance
2. EyeMed to provide Vision Insurance
3. New York Life to provide Life and AD&D Insurance
4. CIGNA to provide EAP Services
5. Benefits Workshop to provide COBRA Administrative Services
6. New York Life to provide Voluntary Supplemental Insurance
7. Legal Shield to provide Voluntary Legal Supplemental Insurance

BACKGROUND AND JUSTIFICATION:

Our Benefits Broker of Record, The Gehring Group, conducts the negotiation of the City's standard employee health and welfare insurance policies. Our current health insurance carrier, CIGNA, has agreed to offer the City the opportunity to continue with identical employee health benefit plans from our current fiscal year into our next fiscal year at a zero percent increase. Dental plans show a four percent increase. All other coverages reflect a zero percent increase. The Gehring Group also went out to RFP for optional employee-paid legal plan choices. The City has chosen to offer the optional Preferred Legal plan to employees due to benefits offered at substantially lower rates than other vendors. Following the uncertainty that COVID-19 has brought to the health insurance market, continuation of these plans for the coming fiscal year is the most prudent course of action for the City.

MOTION:

Move to approve/disapprove the following insurance policies:

1. CIGNA to provide Health and Dental Insurance
2. EyeMed to provide Vision Insurance
3. New York Life to provide Life and AD&D Insurance
4. CIGNA to provide EAP Services
5. Benefits Workshop to provide COBRA Administrative Services
6. New York Life to provide Voluntary Supplemental Insurance
7. Legal Shield Supplemental Insurance

ATTACHMENT(S):

Fiscal Impact Analysis
Employee Benefits Executive Cost Summary
Employee Benefits Renewal Evaluation
Legal Proposal Evaluation Results

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	0	0	0	0	0
Operating	\$3,913,615	0	0	0	0
Capital	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

New Appropriation Fiscal Impact:		
	Revenue Source	Expenditure
Department	All departments	Employee Benefits Fund
Division	All	Benefits
GL Description	Life & Health Insurance	Life & Health Insurance
GL Account Number	All department exp ending with 23-00	540-1320-513.23-30
Project Number	N/A	N/A
Requested Funds	\$3,913,615	\$3,913,615

City of Lake Worth Beach
Employee Benefits Executive Summary

Effective Date: October 1, 2023

Enrollment and Benefit Volume as of June 1, 2023



MEDICAL	CURRENT 2022-2023				RENEWAL 2023-2024				2023-2024			
	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee	Employer	Employee	EE Chg Amt	
OAPIN	CIGNA				CIGNA				Per Pay (24)			
Employee Only	222	\$769.77	\$769.77	100%	\$0.00	\$769.77	\$769.77	100%	\$0.00	\$384.89	\$0.00	\$0.00
Employee + Spouse	35	\$1,590.45	\$1,308.91	82%	\$281.54	\$1,590.45	\$1,308.91	82%	\$281.54	\$654.46	\$140.77	\$0.00
Employee + Child(ren)	30	\$1,444.73	\$1,213.40	84%	\$231.33	\$1,444.73	\$1,213.40	84%	\$231.33	\$606.70	\$115.67	\$0.00
Employee + Family	33	\$2,403.47	\$1,831.23	76%	\$572.24	\$2,403.47	\$1,831.23	76%	\$572.24	\$915.62	\$286.12	\$0.00
Monthly Premium	320	\$349,211	\$313,533		\$35,678	\$349,211	\$313,533		\$35,678			
Annual Premium		\$4,190,533	\$3,762,401		\$428,133	\$4,190,533	\$3,762,401		\$428,133			
\$ Increase / Decrease		-	-		-	\$0	\$0		\$0			
% Increase / Decrease		-	-		-	0.0%	0.0%		0.0%			
DENTAL	Total				Total				Employer			
DPPO	CIGNA				CIGNA				Employee			
Employee Only	135	\$29.96	\$18.52	62%	\$11.44	\$31.16	\$19.26	62%	\$11.90	\$9.63	\$5.95	\$0.23
Employee + Spouse	44	\$55.30	\$20.36	37%	\$34.94	\$57.51	\$21.17	37%	\$36.34	\$10.59	\$18.17	\$0.70
Employee + Child(ren)	18	\$75.25	\$21.89	29%	\$53.36	\$78.26	\$22.76	29%	\$55.50	\$11.38	\$27.75	\$1.07
Employee + Family	25	\$115.27	\$24.83	22%	\$90.44	\$119.88	\$25.82	22%	\$94.06	\$12.91	\$47.03	\$1.81
DHMO												
Employee Only	81	\$18.38	\$18.38	100%	\$0.00	\$19.12	\$19.12	100%	\$0.00	\$9.56	\$0.00	\$0.00
Employee + Spouse	14	\$33.77	\$22.43	66%	\$11.34	\$35.12	\$23.32	66%	\$11.80	\$11.66	\$5.90	\$0.23
Employee + Child(ren)	10	\$41.40	\$24.74	60%	\$16.66	\$43.06	\$25.74	60%	\$17.32	\$12.87	\$8.66	\$0.33
Employee + Family	14	\$60.81	\$31.33	52%	\$29.48	\$63.24	\$32.58	52%	\$30.66	\$16.29	\$15.33	\$0.59
Monthly Premium	341	\$13,941	\$6,900		\$7,041	\$14,499	\$7,175		\$7,324			
Annual Premium		\$167,291	\$82,796		\$84,496	\$173,989	\$86,106		\$87,883			
\$ Increase / Decrease		-	-		-	\$6,698	\$3,310		\$3,387			
% Increase / Decrease		-	-		-	4.0%	4.0%		4.0%			
Rate Guarantee	Expires 9/30/2023				Expires 9/30/2025							
VISION	Total				Total				Employer			
Plan 150	EyeMed				EyeMed				Employee			
Employee Only	211	\$5.70	\$5.70	100%	\$0.00	\$5.70	\$5.70	100%	\$0.00	\$2.85	\$0.00	\$0.00
Employee + Spouse	52	\$11.42	\$5.70	50%	\$5.72	\$11.42	\$5.70	50%	\$5.72	\$2.85	\$2.86	\$0.00
Employee + Child(ren)	28	\$9.67	\$5.70	59%	\$3.97	\$9.67	\$5.70	59%	\$3.97	\$2.85	\$1.99	\$0.00
Employee + Family	37	\$15.96	\$5.70	36%	\$10.26	\$15.96	\$5.70	36%	\$10.26	\$2.85	\$5.13	\$0.00
Monthly Premium	328	\$2,658	\$1,870		\$788	\$2,658	\$1,870		\$788			
Annual Premium		\$31,894	\$22,435		\$9,459	\$31,894	\$22,435		\$9,459			
\$ Increase / Decrease		-	-		-	\$0	\$0		\$0			
% Increase / Decrease		-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Expires 9/30/2025				Expires 9/30/2025							
EMPLOYEE ASSISTANCE PROGRAM	Total				Total				Employer			
EAP	CIGNA				CIGNA				Employee			
Per Employee Per Month	363	\$1.66	\$1.66	100%	\$0.00	\$1.66	\$1.66	100%	\$0.00	\$0.83	\$0.00	\$0.00
Monthly Premium		\$603	\$603		\$0	\$603	\$603		\$0			
Annual Premium		\$7,231	\$7,231		\$0	\$7,231	\$7,231		\$0			
\$ Increase / Decrease		-	-		-	\$0	\$0		\$0			
% Increase / Decrease		-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Expires 9/30/2024				Expires 9/30/2024							

City of Lake Worth Beach
Employee Benefits Executive Summary
Effective Date: October 1, 2023
Enrollment and Benefit Volume as of June 1, 2023



LIFE/AD&D	CURRENT 2022-2023				RENEWAL 2023-2024				2023-2024		
	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee	Employer	Employee	EE Chg Amt
Life / AD&D	New York Life				New York Life						
Benefits Volume	\$22,662,550	\$11,006,800		\$11,655,750	\$22,662,550	\$11,006,800		\$11,655,750			
Life Per \$1,000	\$0.200	\$0.200		Age Band	\$0.200	\$0.200		Age Band			
AD&D Per \$1,000	\$0.050	\$0.020		\$0.030	\$0.050	\$0.020		\$0.030			
Spouse / DP Per \$1,000	\$0.000	\$0.000		Age Band	\$0.000	\$0.000		Age Band			
Child Per \$1,000	\$0.100	\$0.000		\$0.100	\$0.100	\$0.000		\$0.100			
Retiree Per \$1,000	\$0.200	\$0.200		Age Band	\$0.200	\$0.200		Age Band			
Monthly Premium	\$11,727	\$2,404		\$9,323	\$11,727	\$2,404		\$9,323			
Annual Premium	\$140,723	\$28,843		\$111,880	\$140,723	\$28,843		\$111,880			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Expires 9/30/2023				Expires 9/30/2026						
DISABILITY	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee			
Long-Term / Short-Term Disability	New York Life				New York Life						
Benefits Volume	\$343,809	\$0		\$343,809	\$343,809	\$0		\$343,809			
LTD Per \$100 of Covered Payroll	\$1.450	\$0.000	0%	\$1.450	\$1.450	\$0.000	0%	\$1.450			
Benefits Volume	\$77,236	\$0		\$77,236	\$77,236	\$0		\$77,236			
STD Per \$10 Per Weekly Benefit	\$0.340	\$0.000	0%	\$0.340	\$0.340	\$0.000	0%	\$0.340			
Monthly Premium	\$7,611	\$0		\$7,611	\$7,611	\$0		\$7,611			
Annual Premium	\$91,335	\$0		\$91,335	\$91,335	\$0		\$91,335			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Expires 9/30/2023				Expires 9/30/2026						
FLEXIBLE SPENDING ACCOUNTS	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee	Employer	Employee	EE Chg Amt
FSA Administration	Benefits Workshop				Benefits Workshop				Per Pay (24)		
Per Employee Per Month	\$5.00	\$5.00	100%	\$0.00	\$5.00	\$5.00	100%	\$0.00	\$2.50	\$0.00	\$0.00
Monthly Premium	\$310	\$310		\$0	\$310	\$310		\$0			
Annual Premium	\$3,720	\$3,720		\$0	\$3,720	\$3,720		\$0			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Life of the Contract				Life of the Contract						
COBRA Administration	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee	Employer	Employee	EE Chg Amt
	Benefits Workshop				Benefits Workshop				Per Pay (24)		
Flat Rate Per Month	\$240	\$240	100%	\$0	\$240	\$240	100%	\$0	\$120.00	\$0.00	\$0.00
Monthly Premium	\$240	\$240		\$0	\$240	\$240		\$0			
Annual Premium	\$2,880	\$2,880		\$0	\$2,880	\$2,880		\$0			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Life of the Contract				Life of the Contract						
Monthly Premium	\$386,301	\$325,859		\$60,442	\$386,859	\$326,135		\$60,724			
Annual Premium	\$4,635,608	\$3,910,305		\$725,302	\$4,642,305	\$3,913,615		\$728,690			
\$ Increase / Decrease	-	-		-	\$6,698	\$3,310		\$3,387			
% Increase / Decrease	-	-		-	0.1%	0.1%		0.5%			

City of Lake Worth Beach
Medical Evaluation
Effective Date: October 1, 2023



		2022-2023	2023-2024
Schedule of Benefits		Cigna OAPIN	Cigna OAPIN
Deductible (Calendar Year)		In-Network Only	In-Network Only
Single		\$2,000	\$2,000
Family		\$4,000	\$4,000
Out-of-Pocket Maximum			
Single		\$7,150	\$7,150
Family		\$14,300	\$14,300
Coinsurance		20%	20%
Office Visits			
Primary Care Office Visit		\$35	\$35
Specialist Office Visit		\$70	\$70
Preventive Care		\$0	\$0
Telehealth Services		\$35 / \$70	\$35 / \$70
Non Hospital Services			
Independent Clinical Lab		20% after CYD	20% after CYD
X-Ray		20% after CYD	20% after CYD
Advanced Imaging (CT/PET, MRI)		\$500	\$500
Urgent Care Center		\$60	\$60
Outpatient Surgery in Surgical Center		20% after CYD	20% after CYD
Physician Services in Surgical Center		20% after CYD	20% after CYD
Hospital Services			
Inpatient Hospital		20% after CYD	20% after CYD
Outpatient Hospital		20% after CYD	20% after CYD
Physician Services at Hospital		20% after CYD	20% after CYD
Emergency Room		\$350 after CYD	\$350 after CYD
Mental Health / Substance Abuse			
Inpatient Hospital		20% after CYD	20% after CYD
Outpatient Facility		20% after CYD	20% after CYD
Outpatient Office Visit		\$70	\$70
Prescriptions			
Tier 1 – Generic		\$20	\$20
Tier 2 – Preferred Brand Name		\$50	\$50
Tier 3 – Non-Preferred Brand Name		\$100	\$100
Tier 4 – Specialty		\$20 / \$50 / \$100	\$20 / \$50 / \$100
90-Day Supply - Mail Order/Retail		\$50 / \$125 / \$250	\$50 / \$125 / \$250
Monthly Rates			
Employee Only	222	\$769.77	\$769.77
Employee + Spouse	35	\$1,590.45	\$1,590.45
Employee + Child(ren)	30	\$1,444.73	\$1,444.73
Employee + Family	33	\$2,403.47	\$2,403.47
Monthly Premium	320	\$349,211	\$349,211
Annual Premium		\$4,190,533	\$4,190,533
\$ Increase / Decrease		-	\$0
% Increase / Decrease		-	0.0%

Enrollment as of June 1, 2023

City of Lake Worth Beach
Dental Evaluation - DPPO
Effective Date: October 1, 2023



Schedule of Benefits	2022-2023		2023-2024	
	Cigna Total DPPO		Cigna Total DPPO	
Plan Basics	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible Type	Calendar Year		Calendar Year	
Benefit Maximum	\$1,000		\$1,000	
Class Expenses Apply to Benefit Max	Class I, II, III & IX		Class I, II, III & IX	
Deductible				
Single	\$50	\$50	\$50	\$50
Family	\$150	\$150	\$150	\$150
Benefits				
Class I – Diagnostic & Preventive				
Routine Oral Exam (2 Per Year)	100%		100%	
Routine Cleanings (2 Per Year)	No Deductible		No Deductible	
Bitewing X-rays (2 Per Year)	No Deductible		No Deductible	
Complete X-rays (1 Set Every 3 Years)	No Deductible		No Deductible	
Class II – Basic Restorative				
Fillings	80%		80%	
Extractions	After Deductible		After Deductible	
Oral Surgery	After Deductible		After Deductible	
Anesthesia	After Deductible		After Deductible	
Class III – Major Restorative				
Endodontics/Root Canal Therapy	50%		50%	
Periodontal	After Deductible		After Deductible	
Crowns	After Deductible		After Deductible	
Bridges	After Deductible		After Deductible	
Dentures	After Deductible		After Deductible	
Class IV – Orthodontia				
Benefit - Child to Age 19	50%		50%	
Orthodontia Lifetime Max	No Deductible		No Deductible	
	\$1,500		\$1,500	
Class IX – Implants				
Implants	50%		50%	
	After Deductible		After Deductible	
Service Information				
Out of Network Benefits Payable Level	90th Percentile		90th Percentile	
Waiting Period	None		None	
Missing Tooth	Missing prior to coverage, not covered		Missing prior to coverage, not covered	
Rate Guarantee	9/30/2023		9/30/2025	
Monthly Rates				
Employee Only	135	\$29.96		\$31.16
Employee + Spouse	44	\$55.30		\$57.51
Employee + Child(ren)	18	\$75.25		\$78.26
Employee + Family	25	\$115.27		\$119.88
Monthly Premium	222	\$10,714		\$11,143
Annual Premium		\$128,569		\$133,713
\$ Increase / Decrease		-		\$5,144
% Increase / Decrease		-		4.0%

Enrollment as of June 1, 2023

City of Lake Worth Beach
Dental Evaluation - DHMO
Effective Date: October 1, 2023



		2022-2023	2023-2024
Schedule of Benefits		Cigna P4XVO	Cigna P4XVO
Plan Basics		In-Network	In-Network
Network		Cigna Dental Care Access Plus	Cigna Dental Care Access Plus
Deductible		Does Not Apply	Does Not Apply
Benefit Maximum		Does Not Apply	Does Not Apply
Class Expenses Apply to Benefit Max		Does Not Apply	Does Not Apply
Benefits			
Diagnostic & Preventive			
Office Visit		\$5	\$5
Routine Oral Exam (2 Per Year)	0120	\$0	\$0
Routine Cleanings (2 Per Year)	1110	\$0	\$0
Bitewing X-rays (2 Per Year)	0274	\$0	\$0
Complete X-rays	0210	\$0	\$0
Fluoride Treatments to Age 16 (2 Per Year)	1206	\$0	\$0
Sealant per tooth	1351	\$7	\$7
Palliative (emergency) treatment of dental pain, minor procedure	9110	\$3	\$3
Basic Restorative			
Fillings (Amalgam, 3 Surface)	2160	\$0	\$0
Fillings (Resin, 3 Surface Anterior)	2332	\$0	\$0
Fillings (Resin, 3 Surface Posterior)	2393	\$65	\$65
Simple Extractions	7140	\$3	\$3
Endodontic Therapy (Root Canal) - Molar, Excluding Final Restoration	3330	\$195	\$195
Major Restorative ¹			
Bridges	6240	\$130	\$130
Crowns (Porcelain Fused to Metal)	6750	\$130	\$130
Dentures	5110	\$135	\$135
Orthodontia ¹			
Treatment Benefit - Child	8670	\$1,224	\$1,224
Treatment Benefit - Adult	8670	\$1,728	\$1,728
Rate Guarantee		9/30/2023	9/30/2025
Monthly Rates			
Employee Only	81	\$18.38	\$19.12
Employee + Spouse	14	\$33.77	\$35.12
Employee + Child(ren)	10	\$41.40	\$43.06
Employee + Family	14	\$60.81	\$63.24
Monthly Premium	119	\$3,227	\$3,356
Annual Premium		\$38,723	\$40,276
\$ Increase / Decrease		-	\$1,554
% Increase / Decrease		-	4.0%

¹ Indicated benefits may not be the total payment for complete treatment; additional charges and treatment codes may apply including laboratory Enrollment as of June 1, 2023

City of Lake Worth Beach
Vision Evaluation
Effective Date: October 1, 2023



2023-2024

Schedule of Benefits		EyeMed	
Network		InSight	
Exam Services		In-Network	Out-of-Network
Eye Exam		\$10	Up to \$40
Retinal Screening		Up to \$39	Not Covered
Contact Lens Exam (Standard Fit / Follow-up)		Up to \$40	Not Covered
Frequency of Services			
Examination		12 Months	
Lenses		12 Months	
Frames		24 Months	
Contact Lenses		12 Months	
Lenses			
Single		\$25	Up to \$30
Bifocal		\$25	Up to \$50
Trifocal		\$25	Up to \$70
Lenticular		\$25	Up to \$70
Standard Progressive		\$90	Up to \$50
Polycarbonate		\$40	Not Covered
Frames			
Retail		\$150 Allowance, then 20% off balance	Up to \$105
Contact Lenses		In lieu of eyeglass lenses and frames	
Conventional		\$150 Allowance, then 15% off balance	Up to \$150
Disposable		\$150 Allowance	Up to \$150
Medically Necessary		\$0	Up to \$210
Rate Guarantee		9/30/2025	
Monthly Rates			
Employee Only	211	\$5.70	
Employee + Spouse	52	\$11.42	
Employee + Child(ren)	28	\$9.67	
Employee + Family	37	\$15.96	
Monthly Premium	328	\$2,658	
Annual Premium		\$31,894	
\$ Increase / Decrease		-	
% Increase / Decrease		-	

Enrollment as of June 1, 2023

City of Lake Worth Beach
Employee Assistance Program Evaluation
Effective Date: October 1, 2023



2023-2024

EAP	Cigna
Features	
Eligibility	All Active Eligible Employees and Dependents
Number of Sessions per Employee or Member	3 per year per issue
Training Hours: Manager, Supervisor, and/or Employee	3 Hours Additional Trainings - \$255 per hour
Frequency of Reporting	Quarterly
Management/Formal Referrals	Included
Counselors Available 24/7	Included
Telephonic Management / Supervisor Consultation	Included
Mobile App	Included
Work Life Support (i.e., child / elder care, convenience services)	Included
Legal Services	30-Minute Consultation, telephone or face-to-face
Financial Services	30-Minute Consultation, telephone
ID Theft Services	60-minute consultation with a fraud resolution specialist
Rate Guarantee	9/30/2024
Monthly Rates	
Per Employee Per Month 363	\$1.66
Monthly Premium	\$603
Annual Premium	\$7,231
\$ Increase / Decrease	-
% Increase / Decrease	-

Enrollment as of June 1, 2023

City of Lake Worth Beach
Basic Life and AD&D Evaluation
Effective Date: October 1, 2023



	2022-2023	2023-2024
	New York Life	New York Life
FLX0968018 / OK0969502		
Class 1	All employees working 30 hours a week designated as Mayor, Commissioner, Director, Assistant Director, City Manager, Assistant City Manager, City Clerk, Deputy Clerk, Building Official or Internal Auditor	All employees working 30 hours a week designated as Mayor, Commissioner, Director, Assistant Director, City Manager, Assistant City Manager, City Clerk, Deputy Clerk, Building Official or Internal Auditor
Class 2	All other employees working 30 hours not designated in Class 1	All other employees working 30 hours not designated in Class 1
Class 3	Retirees	Retirees
Life and AD&D Benefit		
Basic Term Life	Class 1: 1x Salary Up to \$300,000 Class 2: \$25,000 Class 3: \$2,000	Class 1: 1x Salary Up to \$300,000 Class 2: \$25,000 Class 3: \$2,000
Basic AD&D (Class 1 and 2)	Equal to Life Benefit	Equal to Life Benefit
Features		
Waiver of Premium	Included for Class 1 & Class 2	Included for Class 1 & Class 2
Age Reduction (Class 1 and 2)	Age 65 to 65% Age 70 to 50% Age 75 to 25%	Age 65 to 65% Age 70 to 50% Age 75 to 25%
Accelerated Death Benefit	50% up to Maximum Benefit	50% up to Maximum Benefit
Rate Guarantee	9/30/2023	9/30/2026
Monthly Rates		
Basic Term Life Rate / \$1,000	\$0.200	\$0.200
AD&D Rate / \$1,000	\$0.020	\$0.020
Total Life AD&D Rate / \$1,000	\$0.220	\$0.220
Estimated Volume	\$10,110,800	\$10,110,800
Monthly Premium	\$2,224	\$2,224
Annual Premium	\$26,693	\$26,693
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%
Retiree Term Life Rate / \$1,000	\$0.200	\$0.200
Estimated Volume	\$896,000	\$896,000
Monthly Premium	\$179	\$179
Annual Premium	\$2,150	\$2,150
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%
Monthly Premium	\$2,404	\$2,404
Annual Premium	\$28,843	\$28,843
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%

Volume as of June 1, 2023

City of Lake Worth Beach
Voluntary Life/AD&D Evaluation
Effective Date: October 1, 2023



	2022-2023		2023-2024	
	New York Life		New York Life	
FLX0968018 / OK0969502				
Employee (Class 1 & 2)	Increments of \$10,000 to a max of \$300,000		Increments of \$10,000 to a max of \$300,000	
Spouse/Domestic Partner	Increments of \$5,000 to max of \$100,000 not to exceed 50% of Employee life amount		Increments of \$5,000 to max of \$100,000 not to exceed 50% of Employee life amount	
Child(ren)	\$10,000 \$500 (birth to 6 months) Less than age 45 \$13,000 Age 45 but less than 70 \$13,000 Age 70 but less than 75 \$7,500 Age 75 and over \$3,750		\$10,000 \$500 (birth to 6 months) Less than age 45 \$13,000 Age 45 but less than 70 \$13,000 Age 70 but less than 75 \$7,500 Age 75 and over \$3,750	
Retiree (Class 3)				
AD&D Coverage	Class 1 & 2: Equal to Life Benefit Class 3: Not Included		Class 1 & 2: Equal to Life Benefit Class 3: Not Included	
Guarantee Issue				
Employee	\$100,000		\$100,000	
Spouse/Domestic Partner	\$30,000		\$30,000	
Child(ren)	\$10,000		\$10,000	
Retiree	Eligible Benefit Amount		Eligible Benefit Amount	
Annual Open Enrollment	Increase up to 4 units of \$40,000, without EOI, not to exceed the GI amount		True Open Enrollment up to GI amount for Employees & Spouses	
Rate Guarantee	9/30/2023		9/30/2026	
Age Bracket - Rate Per \$1,000	Employee (Class 1 & 2) / Spouse	Retirees (Class 3)	Employee (Class 1 & 2) / Spouse	Retirees (Class 3)
<25	\$0.110	\$0.630	\$0.110	\$0.630
25 - 29	\$0.150	\$0.630	\$0.150	\$0.630
30 - 34	\$0.160	\$0.630	\$0.160	\$0.630
35 - 39	\$0.200	\$0.630	\$0.200	\$0.630
40 - 44	\$0.260	\$0.630	\$0.260	\$0.630
45 - 49	\$0.390	\$0.630	\$0.390	\$0.630
50 - 54	\$0.620	\$0.990	\$0.620	\$0.990
55 - 59	\$1.090	\$1.590	\$1.090	\$1.590
60 - 64	\$1.700	\$2.120	\$1.700	\$2.120
65 - 69	\$2.790	\$3.260	\$2.790	\$3.260
70 - 74	\$6.260	\$4.430	\$6.260	\$4.430
75 - 79	\$6.260	\$7.110	\$6.260	\$7.110
80 - 84	\$6.260	\$10.910	\$6.260	\$10.910
85 - 89	\$6.260	\$16.730	\$6.260	\$16.730
90 - 94	\$6.260	\$25.650	\$6.260	\$25.650
95 - 99	\$6.260	\$59.870	\$6.260	\$59.870
Child(ren)	\$0.100	N/A	\$0.100	N/A
AD&D	\$0.030	N/A	\$0.030	N/A

City of Lake Worth Beach
Retiree Voluntary Life Monthly Rates

Effective Date: October 1, 2023 - September 30, 2026



A change in rates due to age will become effective on the 1st of January following the date of change of the Retiree's birthday.

Class 3		Employees who retired prior to July 1, 1992				Employees who retired on or after to July 1, 1992			
		Age 45 but less Less than age 45 \$13,000	Age 70 but less than 70 \$13,000	Age 75 but less than 75 \$8,000	Age 75 and over \$5,500	Age 45 but less Less than age 45 \$13,000	Age 70 but less than 70 \$13,000	Age 75 but less than 75 \$7,500	Age 75 and over \$3,750
Age as of January 1	Rate Per \$1,000								
<20	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
20 - 24	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
25 - 29	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
30 - 34	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
35 - 39	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
40 - 44	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
45 - 49	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
50 - 54	\$0.99	\$12.87	\$12.87	\$7.92	\$5.45	\$12.87	\$12.87	\$7.43	\$3.71
55 - 59	\$1.59	\$20.67	\$20.67	\$12.72	\$8.75	\$20.67	\$20.67	\$11.93	\$5.96
60 - 64	\$2.12	\$27.56	\$27.56	\$16.96	\$11.66	\$27.56	\$27.56	\$15.90	\$7.95
65 - 69	\$3.26	\$42.38	\$42.38	\$26.08	\$17.93	\$42.38	\$42.38	\$24.45	\$12.23
70 - 74	\$4.43	\$57.59	\$57.59	\$35.44	\$24.37	\$57.59	\$57.59	\$33.23	\$16.61
75 - 79	\$7.11	\$92.43	\$92.43	\$56.88	\$39.11	\$92.43	\$92.43	\$53.33	\$26.66
80 - 84	\$10.91	\$141.83	\$141.83	\$87.28	\$60.01	\$141.83	\$141.83	\$81.83	\$40.91
85 - 89	\$16.73	\$217.49	\$217.49	\$133.84	\$92.02	\$217.49	\$217.49	\$125.48	\$62.74
90 - 94	\$25.65	\$333.45	\$333.45	\$205.20	\$141.08	\$333.45	\$333.45	\$192.38	\$96.19
95 - 99	\$59.87	\$778.31	\$778.31	\$478.96	\$329.29	\$778.31	\$778.31	\$449.03	\$224.51

City of Lake Worth Beach
Short Term Disability Evaluation
Effective Date: October 1, 2023



	2022-2023	2023-2024
	New York Life	New York Life
VDT0962403		
Eligibility	<p>Class 1: All employees working 30 hours a week designated as Mayor, Commissioner, Director, Assistant Director, City Manager, Assistant City Manager, City Clerk, Deputy Clerk, Building Official or Internal Auditor</p> <p>Class 2: All other employees working 30 hours not designated in Class 1</p>	<p>Class 1: All employees working 30 hours a week designated as Mayor, Commissioner, Director, Assistant Director, City Manager, Assistant City Manager, City Clerk, Deputy Clerk, Building Official or Internal Auditor</p> <p>Class 2: All other employees working 30 hours not designated in Class 1</p>
Benefit	60% weekly earnings	60% weekly earnings
Minimum Weekly Benefit	\$25	\$25
Maximum Weekly Benefit	<p>Class 1: \$2,000</p> <p>Class 2: \$1,000</p>	<p>Class 1: \$2,000</p> <p>Class 2: \$1,000</p>
Elimination Period Accident/Sickness	14 Days	14 Days
Duration of Benefit	13 Weeks	13 Weeks
Pre-Existing Condition Limitation	3 / 12	3 / 12
Rate Guarantee	9/30/2023	9/30/2026
Monthly Rates		
Basic Rate / \$10 Weekly Benefit	\$0.340	\$0.340
Estimated STD Volume	\$77,236	\$77,236
Monthly Premium	\$2,626	\$2,626
Annual Premium	\$31,512	\$31,512
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%

Volume as of June 1, 2023

City of Lake Worth Beach
Long Term Disability Evaluation
Effective Date: October 1, 2023



	2022-2023	2023-2024
	New York Life	New York Life
VDT0962404		
Eligibility	Full-time Employees of the Employer regularly working a minimum of 30 hours per week	Full-time Employees of the Employer regularly working a minimum of 30 hours per week
Benefit	60% of covered earnings	60% of covered earnings
Minimum Monthly Benefit	\$100	\$100
Maximum Monthly Benefit	\$5,000	\$5,000
Own Occupation Period	24 months	24 months
Elimination Period	90 days	90 days
Duration of Benefit	SSNRA	SSNRA
Pre-existing Condition	3 / 12	3 / 12
Mental Illness, Alcoholism & Drug Abuse Limitation	24 months	24 months
Survivor Benefit	Included (3 months)	Included (3 months)
Rate Guarantee	9/30/2023	9/30/2026
Monthly Rates		
Rate / \$100 Covered Payroll	\$1.450	\$1.450
Estimated LTD Volume	\$343,809	\$343,809
Monthly Premium	\$4,985	\$4,985
Annual Premium	\$59,823	\$59,823
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	0.0%

Volume as of June 1, 2023

City of Lake Worth Beach
Worksite Evaluation - Accident
Effective Date: October 1, 2023



2023-2024

Accident AI960776			Cigna			
Schedule of Benefits			Plan 1		Plan 2	
Plan Coverage			24 Hour		24 Hour	
Accidental Death			EE, SP, CH (100%): Loss of Life: \$25,000 - \$75,000		EE, SP, CH (100%): Loss of Life: \$25,000 - \$75,000	
Dismemberment			\$1,000 - \$20,000		\$2,000 - \$30,000	
Wellness Benefit			\$50 (1 per year)		\$50 (1 per year)	
Emergency Room			\$100		\$200	
Ambulance (Ground/Air)			\$300 / \$1,200		\$400 / \$1,600	
Physician Office Initial Visit			\$50		\$100	
Diagnostic Testing			\$10		\$50	
Hospital Admission			\$500		\$1,000	
Hospital Intensive Care (ICU)			\$200		\$400	
Lacerations			\$50 - \$400		\$100 - \$600	
Accident Follow Up treatment			\$25		\$50	
Physical Therapy			\$25		\$50	
Covered Surgically Repaired Fracture			\$100 - \$4,000		\$200 - \$8,000	
Covered Non-surgically Repaired Fracture			\$50 - \$2,000		\$100 - \$4,000	
Covered Surgically Repaired Dislocation			\$100 - \$4,000		\$200 - \$6,000	
Covered Non-surgically Repaired Dislocation			\$50 - \$2,000		\$100 - \$3,000	
Monthly Rates			Monthly		Monthly	
	#1	#2	Per Pay (24)		Per Pay (24)	
Employee Only	16	9	\$11.42	\$5.71	\$19.90	\$9.95
Employee + Spouse	6	2	\$18.20	\$9.10	\$30.86	\$15.43
Employee + Child(ren)	0	2	\$20.52	\$10.26	\$35.24	\$17.62
Employee + Family	5	7	\$27.30	\$13.65	\$46.20	\$23.10
Monthly Premium	47		\$428		\$635	
Annual Premium					\$12,757	
\$ Increase / Decrease					-	
% Increase / Decrease					-	
Rate Guarantee					9/30/2025	
Portability					Yes	
Product Type					Group	
Participation Requirement					N/A	

Enrollment as of June 1, 2023

City of Lake Worth Beach
Worksite Evaluation - Hospital
Effective Date: October 1, 2023



2023-2024

Hospital Care HC960269			Cigna				
Schedule of Benefits			Plan 2		Plan 1		
Pre-existing Condition Limitation			None		None		
Waiver of Premium			No		No		
Wellness Benefit			\$50 (1 per year)		\$50 (1 per year)		
Hospital Admission (per admission)			\$500 (1x every 90 days)		\$1,000 (1x every 90 days)		
Hospital Confinement			\$100/day up to 30 days (1x every 90 days)		\$100/day up to 30 days (1x every 90 days)		
Hospital Intensive Care (ICU)			\$200/day up to 30 days (1x every 90 days)		\$200/day up to 30 days (1x every 90 days)		
Hospital Observation			\$100 per 24-hour period (up to 72 hours)		\$100 per 24-hour period (up to 72 hours)		
Hospital Chronic Condition (per admission)			\$50 (1x every 90 days)		\$50 (1x every 90 days)		
Monthly Rates		#2	#1	Monthly	Per Pay (24)	Monthly	Per Pay (24)
Employee Only		7	6	\$22.64	\$11.32	\$33.26	\$16.63
Employee + Spouse		2	2	\$48.66	\$24.33	\$71.96	\$35.98
Employee + Child(ren)		2	1	\$40.82	\$20.41	\$57.94	\$28.97
Employee + Family		2	3	\$66.84	\$33.42	\$96.66	\$48.33
Monthly Premium		25		\$471		\$691	
Total Annual Premium						\$13,950	
\$ Increase / Decrease						-	
% Increase / Decrease						-	
Rate Guarantee			9/30/2025				
Portability			Yes				
Product Type			Group				
Participation Requirement			N/A				

Enrollment as of June 1, 2023

City of Lake Worth Beach
Worksite Evaluation - Critical Illness & Cancer
Effective Date: October 1, 2023



2023-2024

Critical Illness C1960750				Cigna			
Schedule of Benefits							
Pre-existing Condition Limitation				None			
Benefit Amount				Employee: \$5,000, \$10,000, or \$20,000 Spouse: 50% Children: 25%			
Guarante Issue				Employee: \$20,000 Spouse: \$10,000 Children: All amounts			
Health Screening Benefit				\$50 (1 per year)			
Recocurrence of Critical Illness				Payable after 12 months from previous diagnosis			
Lifetime Limit				5x of Elected Benefit Amount, up to \$100,000			
Critical Illness Benefit							
Heart Attack				100%			
Stroke				100%			
Coronary Artery Bypass Surgery				25%			
End State Renal Disease				100%			
Major Organ Failue				100%			
Coma				25%			
Cancer Benefit							
Invasive Cancer				100%			
Non Invasive Cancer (Carcinoma in Situ)				25%			
Skin Cancer				\$250 (1x per lifetime)			
Monthly Rates		\$5K	\$10K	\$20K			
Employee Only		3	7	7	Age-Banded Step Rates, Tobacco & Non-Tobacco Per Coverage Amount		
Employee + Spouse		1	2	3			
Employee + Child(ren)		0	0	2			
Employee + Family		0	0	6			
Monthly Premium		31			\$1,224		
Total Annual Premium					\$14,690		
\$ Increase / Decrease					-		
% Increase / Decrease					-		
Rate Guarantee				9/30/2025			
Portability				Yes			
Product Type				Group			
Participation Requirement				N/A			

Enrollment as of June 1, 2023

City of Lake Worth Beach
Group Legal Plan Evaluation
Effective Date: October 1, 2023



	Option 1				Option 2	Option 3			Option 4		
SERVICES	Legal Shield				Preferred Legal	US Legal			MetLife		
Coverage Eligibility	Employee, spouse/partner, and dependent children up to age 26				Employee, spouse/partner, dep children up to age 26, and household members	Employee, legal spouse, and unmarried dependent children up to age 26			Client's Discretion		
Waiting Period for Eligibility	None				None	Family Law, Foreclosure & Bankruptcy services is 120 days from effective date.			None		
ID Wallet Cards Provided?	Welcome letter with ID information mailed				Yes	Yes			N/A		
Member Access Service	Phone, Mobile App				Phone	Phone, Website			Phone, Mobile App, Chat, or Website		
Same Benefits in all States	Yes				Yes	Yes			Yes		
Claims Filing Required for Payment?	No				No	No			No		
Wills, Powers of Attorney and Living Trusts	Included				Included	Included. Living Trusts are available at the 33.3% discounted rate.			Included		
Simple Will with Minors Trust	Included				Included	Included			Included		
Family Law	Included in Enhanced Plan only - Contested Divorce, Representation for Child Custody & Support Orders				Included	Included up to 12 hours, then 33.3% discount: Contested Divorce, Child Custody, Support Orders, Spousal Support, Modification, Enforcement & Paternity			Included - Divorce Covered Only with 20 hour Divorce Package		
Debt Collection Defense	Included				Included	Included			Included		
Real Estate Matters	Included				Included	Included			Included		
Traffic Defense	Included				Included	Included			Included		
Demand Letters	Included				Included	Included			Included		
Document Preparation (Deeds, Mortgages, Promissory Notes)	Included				Included	Included			Included		
Document Review	Included				Included	Included			Included		
Chapter 7 Bankruptcy	Included				Included	Included			Included		
Employment Related Matters	Excluded				Excluded	Excluded			Excluded		
Defense of Civil Lawsuit (Admin Hearings, Civil Litigation & Incompetence Defense)	Included				Included	Included			Included		
Coverage for Pre-Existing Matters	Included				Included	Consultation, 33.3% Discounted Rate			Included		
Financial Planning and Tax Questions	Included				Included	Included. Personal tax preparation, all schedules and forms, for \$195 flat fee.			Included - Tax Preparation & Filing can be fully covered for an additional cost		
Property Damage/Personal Injury	Included				Included	Covered up to \$1,000 and then at a discounted rate.			Network Attorneys can provide services at reduced fees.		
DUI / DUI Criminal Matters	Excluded				Included	Included			Included		
IRS Audit Protection	Included				Included	Included			Included		
Minimum participation	None				None	None			None		
Monthly Rate	Base Plan - Legal Only	Enhanced Plan - Legal Only	Base Plan - With ID Theft	Enhanced Plan - With ID	Composite Rate	Tiered Rates			Base Plan	With/20hrs Divorce	With Tax Prep
Employee Only	\$23.75	\$27.75	\$22.00	\$26.00	\$9.95	\$18.75			\$18.00	\$19.50	\$19.25
Employee + Dependents	\$23.75	\$27.75	\$22.00	\$26.00	\$9.95	\$21.50			\$18.00	\$19.50	\$19.25
Rate Guarantee¹	4 Years	4 Years	5 Years	5 Years	Ongoing	5 Years			3 Years	3 Years	3 Years

¹All plans filed with the State of Florida and are subject to change

Legal Services	Plan Caveats and Highlights
Option #1 Legal Shield	<ul style="list-style-type: none"> • Additional Offering: ID Theft at an additional cost to be added to legal or as stand alone. This includes Parents eligible for advice through the Elder Care Services of this Plan. Services include preparation of a simple Will and a Physicians/Medical Directive • Estate Tax Planning, Tax Advice, Financial Planning not included. These services do not include the distribution of any assets outside of the United States • Charges of tax fraud or income tax evasion are not covered. This service does not include prosecuting a claim for the return of overpaid taxes or the preparing of any tax returns • Garnishments, attachments, appeals, or any other post judgment relief, trust returns, business or corporate tax returns, payroll and related returns, charges of tax fraud or income tax evasion are not covered. This service does not include prosecuting a claim for the return of overpaid taxes or the preparing of any tax returns • Debt collection/Bankruptcy defense is not available if a creditor is affiliated with the sponsor or employer, even if the employee or spouse chooses to reaffirm that specific debt
Option #2 Preferred Legal	<ul style="list-style-type: none"> • Additional Offering: Credit Analysis and Repair, Loan Modification/Foreclosure Defense, Expungement of Criminal Record, Incorporation and Homeowner Association/Condo Association disputes
Option #3 US Legal	<ul style="list-style-type: none"> • Additional Offering: Probate, Elder Law, Consumer-Seller Protection, Domestic Violence Defense, Insurance Law, Domestic Adoption, Name Change, Juvenile Court Defense, Immigration and ID Theft Restoration • Traffic violations: Only 1st DUI is fully covered. Subsequent DUIs covered at a discounted rate • Living Trust are available at the 33.3% discounted rate • Out-of-Network benefits must be pre-authorized and will require a claim form and proof of payment for member reimbursement
Option #4 MetLife	<ul style="list-style-type: none"> • Additional Offering: Legal Plan Plus Parents/Grandparents Coverage, \$23.00 Monthly and Legal Plan + Caregiving enhancement, \$18.75 monthly • Pre-exisitng matters Included unless the employee retained an attorney before becoming eligible for plan benefits

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Internal Audit

TITLE:

2023 Internal Auditor's Annual Audit Plan

SUMMARY:

The 2023 Annual Audit Plan outlines anticipated internal audit work for 2023 by the City's Internal Auditor..

BACKGROUND AND JUSTIFICATION:

An annual audit plan is created each year. The audit plan outlines internal audit work planned for the year. The City Commission approves and authorizes the work to be performed by the City's Internal Auditor.

MOTION:

Move to approve/disapprove the 2023 Internal Auditor's Annual Audit Plan

ATTACHMENT(S):

2023 Annual Audit Plan

INTERNAL AUDIT DEPARTMENT

2023 Annual Audit Plan

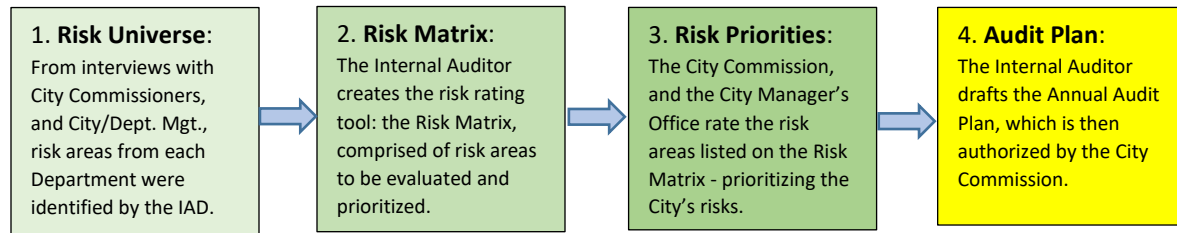


WILLIAM BROWN, CIA, CGAP
CITY INTERNAL AUDITOR
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FLORIDA 33460

2023 Annual Audit Plan

Introduction

A risk-based Annual Audit Plan utilizes a formal risk assessment process to identify high value, high impact, audit areas. The risk assessment process conducted by the Internal Audit Department (IAD) is documented graphically below:



Step 1

The risk areas included in the City's **Risk Universe** were identified using various criteria:

- a) Areas that traditionally display high-risk (including: areas having large cash or electronic transactions, areas with a high degree of citizen interaction/impact, and areas with large staff turnover or new senior management).
- b) Areas identified in past audits to have significant risks.
- c) Areas deemed as critical to achieving the City's Objectives, as deemed by elected officials.
- d) Areas of concern or interest as defined by Department management.
- e) Areas of concern or interest as defined by the City Commission.

Step 2

From the City's Risk Universe, risk areas are defined by the City Internal Auditor - to create the **2023 Risk Matrix**.

Step 3

The City Internal Auditor requests the City Commission, the City Manager and the Assistant City Manager, to use the Risk Matrix to rate each risk (assign a numerical rating) listed on the matrix - effectively **prioritizing each risk area**. The rating scale is based on: a) the *likelihood* that a negative event in the risk area could take place, and b) given the negative event happens, the *degree of negative impact* that could result.

Step 4

The risk rating results from each participant are tallied and summarized by the City Internal Auditor. In this way, the Risk Matrix generates consensus areas of high risk (and hence audit priorities). The risk areas receiving the highest ratings (the areas of most concern or interest) are placed onto the Internal Audit Department's **2023 Annual Audit Plan**.

Note: This Annual Audit Plan represents a flexible planning document. As such, some audits identified herein may not be conducted this year. Also, audits may be conducted which are not included in this document.

The **2023 Annual Audit Plan** (plan) is focused on the following City Departments and specific risk areas:

1. **City-Wide Contracts Follow-up Audit** – Completed March 2023
2. **P-Card Follow-up Data Analytics Project** – Completed April 2023
3. **Parking Revenue Audit** – Scheduled for completion June 2023
4. **Inventory Control Audit of the Facilities, Garage, Grounds, and Streets inventories** (Public Works and Leisure Services Departments)

- Risk of misuse and theft is proven to increase where storerooms and warehouses have deficient internal controls. This audit will review whether there is an adequate and consistent level of inventory controls (internal controls) in place to prevent and detect misuse or theft. The results of the audit could provide input useful for the parts warehouse in the new Public Works building.

The Internal Audit Department (IAD) will review current parts obsolescence, purchasing trends, inventory accuracy, etc. The IAD will comment on process and technology components to enhance the efficiency, effectiveness, and security of warehouse inventory.

5. **Payroll Audit** (Human Resources Department)

- Risk is proven to increase during times of new technology (systems) implementation. The City implemented a new payroll system (ADP) in 2021. Risk includes accurate data field migration to the ADP system, employee coding, change control monitoring, etc. This audit will review whether internal controls are in place and functioning to guard against payroll fraud. A review of internal controls will include: a) wage and payroll change control, b) Department review and sign-off of payroll, c) “phantom employee” or “ghost employee” detection, and d) pre-set control limits for paychecks.

6. **IT Systems Penetration Test Analysis** (Information Technology Department)

- Risk of unauthorized access to City systems, and successful cyber-attacks increases when known vulnerabilities detected by pen testing are not corrected in a timely manner. The Internal Audit Department (IAD) will review the results of the City’s annual penetration testing and compare the results with the results of past years to determine whether vulnerabilities are addressed in timely manner, and whether certain threat vectors have increased.

The plan provides a core guide for the audits to be initiated during 2023. Depending on workload and changing priorities, one or more of the listed audits can be pushed onto the 2024 Audit Plan. In addition to planned audit work, it is recognized that un-planned special projects and periodic assistance to the City Commission and City Manager will occur, a percentage of time for these occurrences is included in the audit plan. *Any cancellations or substitutions to the plan should be properly justified, followed by authorization by the City Commission.*

Respectfully submitted,

William Brown

William Brown, CIA, CGAP
City Internal Auditor

Note: This Annual Audit Plan represents a flexible planning document. As such, some audits identified herein may not be conducted this year. Also, audits may be conducted which are not included in this document.



City of Lake Worth Beach Internal Audit Department

2023 Annual Audit Plan

TABLE OF CONTENTS

	Page
I. Internal Audit Mission	1
II. Internal Audit Objectives	1
III. Internal Audit Organizational Independence	2
IV. Approval Process	3
V. 2023 Planned Audits	3-6
A. Follow-Up Audit: City-Wide Contracts Audit	
B. Follow-Up Audit: Purchase Card Data Analytics Project	
C. Follow-Up Audit: Parking Revenue Audit	
D. Inventory Control Audit of the Facilities, Garage, Grounds, and Streets inventories	
E. Payroll Audit	
F. IT Systems Penetration Test Analysis	
VI. Special Projects/Quick Response Advisory Services	6
VII. Administrative Activities	6
VIII. Continuing Professional Education	7
IX. Internal Audit Department Budgeted Hours	8



City of Lake Worth Beach Internal Audit Department

2023 Annual Audit Plan

I. Internal Audit Mission

“The Internal Audit Department (IAD) will promote honest, efficient, effective and fully accountable City government.”

The IAD contributes to the City’s successful achievement of its mission, vision, goals, and objectives by providing independent analyses, assessments, and evaluations of the internal controls used by management to carry out their responsibilities.

II. Internal Audit Objectives

The Internal Audit Department (IAD) will perform audits and provide other professional services that add value and help the City of Lake Worth Beach (LWB) achieve the highest level of effectiveness, efficiency, and accountability.

Organizational Objectives:

- Promote systems of internal control
- Improve operational efficiency and effectiveness
- Advance contract compliance and fiscal responsibility
- Optimize value received from the City’s internal resources
- Increase awareness and understanding of emerging issues

Functional Objectives:

- Expand staff knowledge, skills, abilities, and use of technology
- Stay current on issues and trends affecting the City
- Increase audit effectiveness
- Provide high value audit and consulting services
- Conduct audits in accordance with the International Standards for the Professional Practice of Internal Auditing (Standards) and/or Generally Accepted Government Auditing Standards (GAGAS)

Note: This Annual Audit Plan represents a flexible planning document. As such, some audits identified herein may not be conducted this year. Also, audits may be conducted which are not included in this document.



City of Lake Worth Beach Internal Audit Department

2023 Annual Audit Plan

III. Internal Audit Organizational Independence

According to the International Standards for Professional Practice of Internal Auditing (standard 1110-Organizational Independence), the City Internal Auditor must confirm to the Board, at least annually, the organizational independence of the Internal Audit Department (IAD). Accordingly, the City Commission of Lake Worth Beach is to ensure that the Internal Audit Department is organizationally independent of the departments and programs that it audits, both in fact and appearance.

Audit Plan Development

Risk must be one of the primary factors when selecting areas for audit. Those areas within the City of Lake Worth Beach (LWB) that are high risk areas should receive more audit attention than those of lower risk. It should be noted, however, that areas of lower risk are not ignored; rather, they will be addressed with less frequency than the higher risk areas.

In addition to risk assessments, management may at times have concerns about certain areas and believe that an audit is warranted. One of the IAD's goals is to be responsive to the City's management and each department director; therefore, requests for audit assistance are solicited and prioritized when scheduling future audits.

Whenever prior knowledge could compromise the integrity of an audit, there may be a need to conduct an audit on a surprise basis. These types of audits include cash counts, payroll distributions, inventory counts, and where there is suspected instances of fraud, waste or abuse.

Each year, the City Internal Auditor will develop the annual audit plan for the given year. The 2023 planning process included input from past audits/auditors, the City Commission, City Management, and City Department Directors.

Note: This Annual Audit Plan represents a flexible planning document. As such, some audits identified herein may not be conducted this year. Also, audits may be conducted which are not included in this document.



City of Lake Worth Beach Internal Audit Department

2023 Annual Audit Plan

IV. Approval Process

The Internal Audit Department (IAD) provides a draft Annual Audit Plan to the City Commission and then: a) offers to meet to discuss, b) incorporates input from the City Commission, and c) obtains the City Commission’s approval of the plan. Ideally, soon after approval, a final Annual Audit Plan is: authorized by the City Commission, and distributed to the City Commission, City Manager, and Department Directors.

Changes to the Audit Plan

This Annual Audit Plan is a planning tool to help ensure the best use of internal audit resources. As such, it is subject to change throughout the year as different needs arise.

The City Commission approves all changes (e.g., special projects) to the Annual Audit Plan. This approval must be obtained prior to any audit work. The only exception to this process would be the immediate investigation of criminal or fraudulent activity. A request for audit assistance can be made to the City Internal Auditor or the City Commission. The City Commission, in consultation with the City Internal Auditor, will determine the merits and prioritization of the request.

V. 2023 Planned Audits

The **2023 Annual Audit Plan** is focused on the following City Departments and specific risk areas. In addition to the audit work listed, the Internal Audit Department allots a percentage of resources to “Special Projects/Quick Response Advisory Services” as periodically requested by the City Commission (as defined on page 6). The **2023 Annual Audit Plan** includes the following planned audit work:

A. City-Wide Contracts Follow-Up Audit (Finance Department)

- The follow-up audit provides assurance that audit recommendations from the original audit report are implemented.
 - Type of Assistance: Follow-Up Internal Audit

B. Purchase Card Data Analytics Follow-Up Project (Finance Department)

- The follow-up audit provides assurance that audit recommendations from the original audit report are implemented.
 - Type of Assistance: Follow-Up Internal Audit

Note: This Annual Audit Plan represents a flexible planning document. As such, some audits identified herein may not be conducted this year. Also, audits may be conducted which are not included in this document.



City of Lake Worth Beach Internal Audit Department

C. Parking Revenue Follow-Up Audit (Leisure Services and Finance Department)

- The follow-up audit provides assurance that audit recommendations from the original audit report are implemented.
 - Type of Assistance: Follow-Up Internal Audit

D. Inventory Control Audit of the Facilities, Garage, Grounds, and Streets inventories (Public Works and Leisure Services Departments)

- Risk of misuse and theft is proven to increase where storerooms and warehouses have deficient internal controls. This audit will provide input into whether there is an adequate and consistent level of inventory controls (internal controls) in place to prevent and detect misuse or theft.
 - Type of Assistance: Internal Audit

E. Payroll Audit (Human Resources Department)

- Risk is proven to increase during times of new technology (systems) implementation. The City implemented a new payroll system (ADP) in 2021. Risk includes accurate data field migration to the ADP system, employee coding, change control monitoring, etc. This audit will review whether internal controls are in place and functioning to guard against payroll fraud.
 - Type of Assistance: Internal Audit

F. IT Systems Penetration Test Analysis (Information Technology Department)

- Risk of unauthorized access to City systems, and successful cyber-attacks increases when known vulnerabilities detected by pen testing are not corrected in a timely manner. The Internal Audit Department (IAD) will review the results of the City's annual penetration testing and compare the results with the results of past years to determine whether vulnerabilities are addressed in timely manner, and whether certain threat vectors have increased.
 - Type of Assistance: Consulting / Advisory Project

It should be noted that a final scope of work and audit objectives, for each area above, will be developed following: a) a preliminary survey and document review of the area being audited, and b) discussion with the Department Director of each area. Based on *preliminary* discussions, the contemplated audit assistance for each area is described as follows:

A. Follow-Up Audit: City-Wide Contracts Audit – Finance Department

The Internal Audit Department (IAD) will conduct a follow-up to the City-Wide Contracts Audit completed in June 2020 (IAD091019-06FD). In June 2020, the Internal Audit Department released the report detailing



City of Lake Worth Beach Internal Audit Department

the results of the City-Wide Contracts Audit. The IAD documented eleven recommendations for the Finance Department to implement in order to: a) strengthen internal controls of the Contracts Process, and/or b) improve the city-wide management of contracts.

The Internal Audit Department (IAD) will obtain sufficient and appropriate evidence in order to determine whether the recommendations from the original report have been implemented as agreed by the Finance Department. The IAD will provide assurance that internal controls are in place and functioning as intended.

B. Follow-Up Audit: Purchase Card Data Analytics Project – Finance Department (Purchasing Division)

The Internal Audit Department (IAD) will conduct a follow-up of the City P-Card Data Analytics Project published in January 2021. The IAD originally utilized specialized audit software to analyze P-Card transactions for signs of fraud, compliance to P-Card policy, opportunities for improvement, etc. The analysis also documented characteristics of the P-Card program, for example: top most frequent P-Card vendors, top City staff users of P-Cards, etc.

The Internal Audit Department (IAD) suggested four actions the department could make to improve the P-Card Process. The IAD will determine whether the suggested actions from the original report have been implemented as agreed by the Finance Department.

C. Follow-Up Audit: Parking Revenue Audit – Leisure Services (Parking Office), and Finance Department

The Internal Audit Department (IAD) will conduct a follow-up audit of the Parking Revenue Audit completed in August 2021. The audit of collection and processing of parking revenue could be representative of the City's revenue collection practices in general. The IAD made three recommendations in the original report, and suggested that the Finance Department use insights from the audit as a filter to review revenue collection and recognition processes across the City.

The original audit found opportunities for improvement in the areas of: a) revenue reconciliations, b) documentation of internal controls, and c) security standards for City contractors processing citizen information and payments. The Internal Audit Department (IAD) will obtain sufficient and appropriate evidence in order to determine whether the recommendations from the original report have been implemented as agreed by the Leisure Services Department and Finance Department. The IAD will provide assurance that internal controls are in place and functioning as intended.

D. Inventory Control Audit of the Facilities, Garage, Grounds, and Streets inventories (Public Works and Leisure Services Departments)

Risk of misuse and theft is proven to increase where storerooms and warehouses have deficient internal controls. This audit will provide input into whether there is an adequate and consistent level of inventory controls (internal controls) in place to prevent and detect misuse or theft. The results of the audit could provide input useful for the parts warehouse in the new Public Works building.



City of Lake Worth Beach Internal Audit Department

The Internal Audit Department (IAD) will review current parts obsolescence, purchasing trends, inventory accuracy, etc. The IAD will comment on process and technology components to enhance the efficiency, effectiveness, and security of warehouse inventory.

E. Payroll Audit - Human Resources Department

Risk is proven to increase during times of new technology (systems) implementation. The City implemented a new payroll system (ADP) in 2021. Risk includes accurate data field migration to the ADP system, employee coding, change control monitoring, etc. This audit will review whether internal controls are in place and functioning to guard against payroll fraud. A review of internal controls will include: a) wage and payroll change control, b) Department review and sign-off of payroll, c) “phantom employee” or “ghost employee” detection, and d) pre-set control limits for paychecks.

F. IT Systems Penetration Test Analysis (Information Technology Department)

Risk of unauthorized access to City systems, and successful cyber-attacks increases when known vulnerabilities detected by pen testing are not corrected in a timely manner. The Internal Audit Department (IAD) will review the results of the City’s annual penetration testing and compare the results with the results of past years to determine whether vulnerabilities are addressed in timely manner, and whether certain threat vectors have increased.

VI. Special Projects/Quick Response Advisory Services

Approximately 21% of the City Internal Auditor’s net available hours are unassigned hours and reserved to perform: a) special requests (special projects), b) “quick response” advisory services (for example, providing audit input into new policies, or contract content), c) investigations, and d) other work requested by the City Commission. This assistance does not result in a formal report, must not impair the independence of the City Internal Auditor, or require more than a “few hours” of time. Requests for assistance that will result in a formal report, or require more than a few hours of time, must be approved by the City Commission.

VII. Administrative Activities

Approximately 12% of the City Internal Auditor’s available hours are set aside for administrative activities and meetings. Administrative activities and meetings include: a) periodic file administration, b) organization of internal audit work papers, process documentation, etc., c) review of internal audit periodicals, d) internal audit new topic research (such as: data analytics research, or COSO / audit standards updates), and e) attendance at regularly scheduled meetings as a directed by the City Commission.



City of Lake Worth Beach Internal Audit Department

VIII. Continuing Professional Education

Approximately 2% of the City Internal Auditor's net available hours are set aside for continuing professional education. This allows the City's Internal Auditor to maintain professional certifications and to comply with the International Standards for Professional Practice of Internal Auditing. The Internal Audit Department will make use of conferences, local seminars and web-based training to facilitate continuous improvement and growth in internal audit expertise.



City of Lake Worth Beach Internal Audit Department

IX. Internal Audit Department Budgeted Hours

[This audit plan is based on one full-time audit professional]

Resource	Name	Annual Hours	Percentage
City Internal Auditor	William Brown	2080	100%
Gross Available Resource		2080	
Holidays, Vacation, Sick, Leave (est.)		304	14%
Total Budgeted Leave		304	
Net Available Resources (normal)		1776	86%

Scheduled Audit Activities	Budgeted Hours	Total Direct/Indirect Budgeted Hours	Percentage of Net Available Hours (1776)
Audit A: Follow-Up Audit: City-Wide Contracts Audit (Finance Department)	120		7%
Audit B: Follow-Up Audit: Purchase Card Data Analytics Project (Finance Department)	120		7%
Audit C: Follow-Up Audit: Parking Revenue Audit (Leisure Services (Parking Office), and Finance Department)	120		7%
Audit D: Inventory Control Audit of the Facilities, Garage, Grounds, and Streets inventories (Public Works and Leisure Services Departments)	300		17%
Audit E: Payroll Audit (Human Resources Department)	300		17%
Audit F: IT Systems Penetration Test Analysis (Information Technology Department)	190		10%
Special Projects / Advisory Services	380		21%
Total Direct Time		1530	86%
Administrative Activities	206		12%
Continuing Professional Education & Training	40		2%
Total Indirect Time		246	14%



City of Lake Worth Beach Internal Audit Department

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STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Finance

TITLE:

Resolution No. 22-2023 - Establish the Proposed Millage Rate for fiscal year 2023-2024

SUMMARY:

Resolution No. 22-2023 will establish the proposed Millage Rate of 5.4945 and schedule the first public hearing for September 14, 2023 for the tentative Millage Rate and tentative Budget and the second public hearing for September 28, 2023 for the final Millage Rate and Budget.

BACKGROUND AND JUSTIFICATION:

Pursuant to §200.065(2)(b), Florida Statutes, the City must advise the Palm Beach County Property Appraiser of the proposed Operating Millage Rate, as well as the date of the City's first public hearing on the tentative Operating Millage Rate and budget (which is scheduled for September 14, 2023). The proposed Operating Millage Rate approved at by this Resolution establishes the maximum millage rate the City may consider and approve during the public hearings in September. The proposed Operating Millage Rate may be lowered by the Commission at the hearings, but it cannot be raised (without additional notice being provided to each taxpayer at a cost of approximately \$15,500 for postage).

Based on information from the Palm Beach County Property Appraiser's Office, the FY 2024 Operating Roll Back Millage is 4.5473. This Operating Roll-Back Millage is the millage rate that will generate the same property tax revenue that was generated in FY 2023.

With the inclusion of the County Fire MSTU millage 3.4581, the maximum available Operating Millage cannot exceed 8.9526 mills. This year continues a trend that began in the last five (5) years with an increase in the taxable value of real and personal property of approximately 15.11%. This rate will result in an increase in the actual tax revenues collected.

The budget and property tax rate adoption process is governed by the State Statute known as Truth In Millage (TRIM). In Florida, properties are assessed by the County Property Appraiser and property taxes are collected by the county Tax Collector. All property is assessed at 100% of real value, which is approximately 85% of market value. The State Constitution restricts the annual increase in taxable value of homestead property to 3% or the increase in the CPI, whichever is less.

The City is required to hold two (2) public hearings for adoption of a property tax rate and budget. The first public hearing is advertised by the Property Appraiser mailing to each property owner on a TRIM notice. In addition to notification of this first public hearing, the TRIM notice contains the following information:

- The new and prior year's assessed value;
- The tax bill if the current property tax rate is changed for the new fiscal year;
- The tax bill if the roll-back rate is levied for the new fiscal year; and
- The property tax bill if the proposed budget is adopted.

MOTION:

Motion to approve/disapprove Resolution No. 22-2023 and schedule the first public hearing date for the annual operating budget on September 14, 2023 at 6:00 PM at Lake Worth Beach City Hall and the second public hearing for September 28, 2023.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution No. 22-2023

RESOLUTION NO. 22-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 5.4945 MILLS FOR FISCAL YEAR 2023-2024; ESTABLISHING A DATE AND TIME FOR THE FIRST PUBLIC HEARING ON THE TENTATIVE BUDGET AND TENTATIVE MILLAGE RATE AND FOR THE SECOND PUBLIC HEARING ON THE FINAL BUDGET AND FINAL MILLAGE RATE; AUTHORIZING THE CITY MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to §200.065, Florida Statutes, the City Commission is required to advise the County Property Appraiser of its proposed millage rate, its rolled-back millage rate, and the date, time and place at which the public hearings will be held to consider the tentative millage rate and the City's tentative budget and the final millage rate and the City's final budget; and,

WHEREAS, the City Commission has determined that based upon its review of all relevant information that the proposed millage rate, rolled-back millage rate, and date and time for the public hearings set forth in this Resolution are in accordance with the requirements of section 200.065, Florida Statutes, and serve a valid public purpose.

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

SECTION 1. The foregoing recitals are hereby incorporated into this Resolution as true and correct findings of the City.

SECTION 2. The City Commission hereby adopts a proposed operating millage rate of 5.4945 for General Operating Budget purposes for Fiscal Year 2023-2024, which is the same millage rate as last fiscal year.

SECTION 3. Based upon information provided by the Palm Beach County Property Appraiser's Office, the City has calculated the FY 2023-2024 Operating Rolled-Back Millage Rate as 4.5473. This Operating Rolled-Back Millage rate is the millage rate that will generate the same property tax revenue that was generated in FY 2022-2023.

SECTION 4. The City Commission hereby establishes September 14, 2023, at 6:00 p.m. as the date and time of the first public hearing on the tentative budget and tentative millage rate. The City Commission hereby establishes September 28, 2023, at 6:00 p.m. as the date and time of the second public hearing on the final budget and final millage rate. The public hearings shall be held at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida 33460. In the event of an emergency (or as a means of providing additional access), the public hearings may be conducted via technological means. The City will provide additional information on how the hearings will be conducted on its website.

SECTION 5. The City Manager is hereby authorized and directed to submit forms DR-420 (Certification of Taxable Value), DR-420TIF (Tax Increment Adjustment Worksheet) and DR-420 MM-P (Municipality Maximum Millage Levy Calculation) to the Palm Beach County Property Appraiser's Office.

SECTION 6. This Resolution shall become effective upon its adoption.

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 _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Finance

TITLE:

Resolution No. 24-2023 - Establish the Proposed Tentative Voter Approved Debt Rate for fiscal year 2023-2024

SUMMARY:

Resolution No. 24-2023 will establish the Proposed Tentative Voter Approved Debt Millage Rate of 0.92 for the fiscal year 2023-2024 General Obligation Bond Fund Levy.

BACKGROUND AND JUSTIFICATION:

In November 2016, approximately 67% or two-thirds of Voters of the City of Lake Worth approved the issuance of General Obligation Bonds for Road Improvement Projects in an amount not to exceed forty million dollars.

In FY 2018-2019, the City established a Debt Fund to receive the receipts of debt rate and remit the debt service payments. For FY 2023-2024 the debt service receipts will be in the amount of \$2,151,588. Pursuant to §200.001, Florida Statutes, the City must advise the Palm Beach County Property Appraiser of the Tentative Voter Approved Debt Rate, as well as the date of the City's first public budget hearing scheduled for September 14, 2023. The Tentative Voter Approved Debt Rate approved at this public hearing establishes the maximum rate the City may consider and approve during the budget hearings in September. The Voter Approved Debt Rate may be lowered by the Commission at the hearings, but it cannot be raised (without additional notice being provided to each taxpayer at a cost of approximately \$15,500 for postage).

The Voter Approved Debt Rate adoption process is governed by the State Statute known as Truth In Millage (TRIM). In Florida, properties are assessed by the County Property Appraiser and property taxes are collected by the County Tax Collector. All property is assessed at 100% of real value, which is approximately 85% of market value. The State Constitution restricts the annual increase in taxable value of homestead property to 3% or the increase in the CPI, whichever is less.

The City is required to hold two public hearings for adoption of a Voter Approved Debt Rate. The first public hearing is advertised by the Property Appraiser mailing to each property owner on a TRIM notice. In addition to notification of this first public hearing, the TRIM notice contains the following information:

- The new and prior year's assessed value;
- The tax bill if the current property tax rate is changed for the new year;
- The tax bill if the roll-back rate is levied for the new year; and
- The property tax bill if the proposed budget is adopted

MOTION:

Move to approve/disapprove Resolution No. 24-2023 and schedule the first public hearing for the Voter Approved Debt Rate on September 14, 2023 at 6:00 PM and the second public hearing on September 28, 2023.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution No. 24-2023

RESOLUTION NO. 24-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A TENTATIVE VOTER APPROVED DEBT RATE OF 0.92 MILLS FOR FISCAL YEAR 2023-2024; ESTABLISHING A DATE AND TIME FOR THE FIRST PUBLIC HEARING ON THE VOTER APPROVED DEBT RATE; AUTHORIZING THE CITY MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to §200.001, Florida Statutes, the City Commission is required to advise the County Property Appraiser of its tentative voter approved debt rate, and the date, time and place at which a public hearing will be held to consider the proposed voter approved debt rate; and

WHEREAS, the City Commission has determined that based upon its review of all relevant information that the tentative voter approved debt rate and date and time for the first public hearing set forth in this Resolution is in accordance with the requirements of section 200.001, Florida Statutes, and serves a valid public purpose.

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

SECTION 1. The foregoing recitals are incorporated into this Resolution as true and correct findings of the City.

SECTION 2. The City Commission hereby adopts a tentative voter approved debt rate of 0.92 mills for General Obligation Bonds purposes for fiscal year 2023-2024.

SECTION 3. The City Commission hereby establishes September 14, 2023, at 6:00 p.m. as the date and time of the first public hearing on the voter approved debt rate. The public hearing shall be held at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida 33460. In the event of an emergency (or as a means of providing additional access), the public hearing may be conducted via technological means. The City will provide additional information on how the hearing will be conducted on its website.

SECTION 4. The City Manager is hereby authorized and directed to submit forms DR-422 (Certification of Taxable Value), DR-420TIF (Tax Increment Adjustment Worksheet) DR 422 DEBT (Voted Debt Millage) and DR-420 MM-P (Municipality Maximum Millage Levy Calculation) to the Palm Beach County Property Appraiser.

SECTION 5. This Resolution shall become effective upon its adoption.

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 _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Finance

TITLE:

Resolution No. 25-2023 - Directing the preparation of the Preliminary Refuse Assessment Roll for Fiscal Year 2023-2024

SUMMARY:

This resolution directs the preparation of the Preliminary Refuse Services, Facilities and Programs assessment roll for Fiscal Year 2023-2024 with a 5.5% increase from last fiscal year. This resolution also schedules the final public hearing to adopt the Annual Assessment Resolution for September 5, 2023.

BACKGROUND AND JUSTIFICATION:

The City has been charging the Refuse Services, Facilities and Programs Assessments as non-ad valorem assessments since 2009. The adoption process of each fiscal year's assessments must comply with the City's Assessment Ordinance (Chapter 2, Article XVIII of the City's code) and Chapter 197, Florida Statutes, for the final adoption of the assessments by September 15, 2023.

This resolution directs the preparation of the Preliminary Refuse Services, Facilities and Programs assessment roll for FY 2023-2024. This Resolution also schedules the final public hearing to adopt the Annual Assessment Resolution for September 5, 2023. The Preliminary Refuse Services, Facilities and Programs Assessment Roll must be provided to the Property Appraiser's Office by July 24th to be included on the preliminary tax notices.

If this resolution is adopted, a public hearing will be held on September 5, 2023 to adopt the annual assessment resolution for Refuse Services, Facilities and Programs.

MOTION:

Move to approve/disapprove Resolution No. 25-2023, directing the Preparation of the Preliminary Refuse Services, Facilities and Programs Assessment Roll for Fiscal Year 2023-2024 and scheduling the final public hearing for September 5, 2023.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution No. 25-2023

RESOLUTION NO. 25-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DIRECTING THE PREPARATION OF A NON-AD VALOREM ASSESSMENT ROLL RELATED TO REFUSE SERVICES, FACILITIES, AND PROGRAMS FOR FISCAL YEAR 2023-2024; PROVIDING FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF THE ANNUAL ASSESSMENT RESOLUTION APPROVING SUCH ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, since 2009, the City has been charging a refuse services, facilities, and programs assessment as a non-ad valorem assessment pursuant to the authority set forth in this Resolution; and

WHEREAS, by July 24, 2023, the City must submit a preliminary tax roll for the upcoming fiscal year (2023-2024) refuse services, facilities, and programs assessment to the Palm Beach County Property Appraiser and then adopt the annual refuse services, facilities, and programs assessment at a public hearing by September 15, 2023;

WHEREAS, this Resolution directs the preparation of the preliminary refuse services, facilities, and programs assessment roll for the upcoming fiscal year and submittal of the same to the Property Appraiser and sets a public hearing for September 5, 2023 for the adoption of the annual refuse services, facilities, and programs assessment; and,

WHEREAS, the City Commission has determined that the preparation and submittal of the preliminary refuse services, facilities, and programs assessment roll and setting of the public hearing for the adoption of the annual refuse services, facilities, and programs assessment serves a proper public purpose and is in the best interests of the City.

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

SECTION 1. RECITALS. The foregoing recitals are incorporated into this Resolution as true and correct findings of the City.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to City Ordinance No. 2009-22 (as may be amended from time to time, and as codified in Chapter 2, Article XVIII of the City Code of Ordinances, the "Assessment Ordinance"), City Resolution No. 41-2009 (as amended and supplemented from time to time, the "Initial Assessment

Resolution"), Sections 166.021, 166.041, and 197.3632, Florida Statutes, and other applicable provisions of law. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Initial Assessment Resolution.

SECTION 3. FINDINGS. It is hereby ascertained, determined, and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City adopted the Initial Assessment Resolution approving the Refuse Services, Facilities, and Programs (then referred to as Solid Waste Services) Assessment Roll and imposing Assessments to provide for the funding of the Refuse Services, Facilities and Programs for the Fiscal Year Commencing October 1, 2009.

(B) The Assessment Ordinance requires adoption of an Annual Assessment Resolution for each Fiscal Year confirming or amending the Refuse Services, Facilities, and Programs Assessment Roll.

(C) The City Commission desires to provide notice required by the Assessment Ordinance of its intent to consider and adopt the Annual Assessment Resolution and approve the Fiscal Year 2023-2024 Refuse Services, Facilities, and Programs Assessment Roll.

SECTION 4. FISCAL YEAR 2023-2024 REFUSE SERVICES, FACILITIES, AND PROGRAMS ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Refuse Services, Facilities, and Programs Assessment Roll for the fiscal year commencing October 1, 2023, in the manner provided in Section 2-154 of the Assessment Ordinance **in the amount of \$258.63 per Equivalent Residential Unit ("ERU") (which is an increase of 5.5% from the current fiscal year).** The preliminary Refuse Services, Facilities, and Programs Assessment Roll shall include the amount of the Fiscal Year 2023-2024 Refuse Services, Facilities, and Programs Assessment for each individual Tax Parcel within the City, and shall exclude any Tax Parcel otherwise exempted from payment of the Assessments under the Initial Assessment Resolution. A copy of the Initial Assessment Resolution and the preliminary Refuse Services, Facilities and Programs Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Refuse Services, Facilities, and Programs Assessment Roll be in printed form if the amount of the Refuse Services, Facilities, and Programs Service Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public. The preliminary assessment roll shall be submitted to the Palm Beach County Property Appraiser by July 24, 2023.

SECTION 5. PUBLIC HEARING. A public hearing shall be held by the City Commission on September 5, 2023 at 6:00 PM at Lake Worth Beach City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, at which public hearing all such owners of property may appear to be heard as to any and all matters pertinent to the adoption of an Annual Assessment Resolution approving and finalizing the Fiscal Year 2023-2024

Refuse Services, Facilities, and Programs Assessment Roll. In the event of an emergency (or as a means of providing additional access), the public hearing may be conducted via technological means. The City will provide additional information on how the meeting will be conducted on its website.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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 _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Finance

TITLE:

Resolution No. 26-2023 - Directing the preparation of the Preliminary Stormwater Assessment Roll for fiscal year 2023-2024

SUMMARY:

This Resolution directs the preparation of the Preliminary Stormwater Assessment Roll for fiscal year 2023-2024 in the amount of \$78.25 per residential unit which remains the same as last fiscal year. This Resolution also schedules the final public hearing to adopt the Annual Assessment Resolution for September 5, 2023.

BACKGROUND AND JUSTIFICATION:

The City has been charging the Stormwater Assessments as non-ad valorem assessments since 2009. This Resolution directs the preparation of the Preliminary Stormwater Assessment Roll for fiscal year 2023-2024 in the amount of \$78.25 per residential unit. This Resolution also schedules the final public hearing on September 5, 2022 to adopt the Annual Assessment Resolution. The Preliminary Stormwater Assessment Roll must be provided to the Property Appraiser's Office by July 24, 2023 to be included on the preliminary tax notices.

MOTION:

Move to approve/disapprove Resolution No. 26-2023, directing the preparation of the Preliminary Stormwater Assessment Roll for Fiscal Year 2023-2024 and scheduling the final public hearing for September 5, 2023.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution No. 26-2023

RESOLUTION NO. 26-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DIRECTING THE PREPARATION OF A NON-AD VALOREM ASSESSMENT ROLL RELATED TO STORMWATER MANAGEMENT SERVICES FOR FISCAL YEAR 2023-2024; PROVIDING FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF THE ANNUAL ASSESSMENT RESOLUTION APPROVING SUCH ASSESSMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, since 2009, the City has been charging a stormwater management services assessment as a non-ad valorem assessment pursuant to the authority set forth in this Resolution; and

WHEREAS, by July 24, 2023, the City must submit a preliminary tax roll for the upcoming fiscal year (2023-2024) stormwater management services assessment to the Palm Beach County Property Appraiser and then adopt the annual stormwater management services assessment at a public hearing by September 15, 2023;

WHEREAS, this Resolution directs the preparation of the preliminary stormwater management services assessment roll for the upcoming fiscal year and submittal of the same to the Property Appraiser and sets a public hearing for September 5, 2023 for the adoption of the annual stormwater management services assessment; and,

WHEREAS, the City Commission has determined that the preparation and submittal of the preliminary stormwater assessment roll and setting of the public hearing for the adoption of the annual stormwater assessment serves a proper public purpose and is in the best interests of the City.

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

SECTION 1. RECITALS. The foregoing recitals are incorporated into this Resolution as true and correct findings of the City.

SECTION 2. AUTHORITY. This Resolution of the City of Lake Worth Beach, Florida (the "City") is adopted pursuant to City Ordinance No. 2009-22 (as may be amended from time to time, and as codified in Chapter 2, Article XVIII of the City Code of Ordinances, the "Assessment Ordinance"), City Resolution No. 40-2009 (as amended and supplemented from time to time, and as particularly supplemented by Resolution No. 45-2009, the "Initial Assessment Resolution"), Sections 166.021, 166.041, and 197.3632, Florida Statutes, and other applicable provisions of law. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Assessment Ordinance and the Initial Assessment Resolution.

SECTION 3. FINDINGS. It is hereby ascertained, determined, and declared as follows:

(A) Pursuant to the Assessment Ordinance, the City adopted the Initial Assessment Resolution approving the Stormwater Management Services Assessment Roll and imposing Stormwater Management Services Assessment to provide for the funding of Stormwater Management Services for the Fiscal Year Commencing October 1, 2009.

(B) The Assessment Ordinance requires adoption of an Annual Assessment Resolution for each Fiscal Year confirming or amending the Stormwater Management Services Assessment Roll.

(C) The City Commission desires to provide notice required by the Assessment Ordinance of its intent to consider and adopt the Annual Assessment Resolution and approve the Fiscal Year 2023-2024 Stormwater Management Services Assessment Roll.

SECTION 4. FISCAL YEAR 2023-2024 STORMWATER SERVICE ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Stormwater Management Services Assessment Roll for the fiscal year commencing October 1, 2023, in the manner provided in Section 2-154 of the Assessment Ordinance **in the amount of \$78.25 per residential unit (which is the same amount assessed in this current Fiscal Year)**. The preliminary Stormwater Management Services Assessment Roll shall include the amount of the Fiscal Year 2023-2024 Stormwater Management Service Assessment for each individual Tax Parcel within the City, and shall exclude any Tax Parcel otherwise exempted from payment of the Stormwater Service Assessments under the Initial Assessment Resolution. The City Manager shall apportion the Stormwater Management Service Assessments in the manner set forth in the Initial Assessment Resolution. A copy of the Initial Assessment Resolution and the preliminary Stormwater Service Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Stormwater Service Assessment Roll be in printed form if the amount of the Stormwater Service Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public. The preliminary assessment roll shall be submitted to the Palm Beach County Property Appraiser by July 24, 2023.

SECTION 5. PUBLIC HEARING. A public hearing shall be held by the City Commission on September 5, 2023 at 6:00 PM at Lake Worth Beach City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, at which public hearing all such owners of property may appear to be heard as to any and all matters pertinent to the adoption of an Annual Assessment Resolution approving and finalizing the Fiscal Year 2023-2024 Stormwater Services Assessment Roll. In the event of an emergency (or as a means of providing additional access), the public hearing may be conducted via technological means. The City will provide additional information on how the meeting will be conducted on its website.

SECTION 6. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

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 _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2023-06 - First Reading – Amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping and minor changes for clarity, to provide for a reduction in the side setback requirements to 5 feet for accessory structures and pools on lots greater than 50 feet, to provide for new standards for street walls, and to expand and clarify the waiver provisions

SUMMARY:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted to clarify several provisions, address general housekeeping items, resolve inconsistencies, and provide greater flexibility with the location of secondary (accessory) dwelling units and accessory structures. The ordinance will also establish a minimum setback for mechanical equipment for existing residential properties, and expand the City’s waiver process and establish review standards for waivers. Finally, the ordinance will create street wall requirements for nonconforming properties and new auto-centric uses that cannot meet build-to line requirements.

BACKGROUND AND JUSTIFICATION:

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

- Waiver: Expanding and clarifying the waiver review process to apply to additional provisions in the land development regulations, including allowing a waiver for changeable message signage for public and institutional uses not located on one of the City’s Major Thoroughfares.
- Secondary (Accessory) Dwelling Unit: Clarifying and consolidating the maximum unit size and minimum living area requirements. Also, identifying certain provisions eligible for a waiver application.
- Accessory Structure: Reducing the minimum side setback requirement from 10% of lot width for lots over 50 feet to a minimum of five (5) feet which allows additional flexibility in the placement of accessory structures and pools.
- Street wall: Creating a street wall definition and developing regulations for the redevelopment of existing nonconforming properties and new auto-centric uses that cannot meet build-to line requirements.

The **Planning & Zoning Board (PZB)** unanimously voted to recommend approval of the proposed text amendments to the City Commission at their May 3, 2023 meeting with the recommendation that the text in Exhibit I b.3.(a) on line 707 beginning at, “for the purpose... and ending with accommodation for accessibility” on line 708 be stricken from the ordinance. The discussion by the PZB was that the option to request a waiver limiting the size of an accessory dwelling unit to a maximum of 1,000 sf should not be limited to workforce / affordable housing or applicant’s requesting a disability accommodation only.

The **Historic Resources Preservation Board (HRPB)** unanimously voted to recommend approval of the proposed text amendments to the City Commission at their June 14, 2023.

MOTION:

Move to approve/disapprove Ordinance 2023-06 on first reading and schedule the second reading and public hearing for August 15, 2023.

ATTACHMENT(S):

Ordinance 2023-06
PZB/HRPB Staff Report

1
2
3
4 **ORDINANCE 2023-06 - AN ORDINANCE OF THE CITY OF LAKE**
5 **WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND**
6 **DEVELOPMENT REGULATIONS,” BY AMENDING ARTICLE 1**
7 **“GENERAL PROVISIONS,” DIVISION 2, “DEFINITIONS,” SECTION**
8 **23.1-12 - DEFINITIONS; ARTICLE 2 “ADMINISTRATION,” DIVISION 3,**
9 **“PERMITS,” SECTION 23.2-27 - WAIVER; ARTICLE 2**
10 **“ADMINISTRATION,” DIVISION 3, “PERMITS,” SECTION 23.2-31 - SITE**
11 **DESIGN QUALITATIVE STANDARDS; ARTICLE 3 “ZONING**
12 **DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-**
13 **7 – SF-R - SINGLE-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING**
14 **DISTRICTS” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-8**
15 **– SF-TF 14 - SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL;**
16 **ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2, “RESIDENTIAL**
17 **DISTRICTS,” SECTION 23.3-10 – MF-20 - MULTI-FAMILY**
18 **RESIDENTIAL; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2,**
19 **“RESIDENTIAL DISTRICTS,” SECTION 23.3-11 – MF-30 - MEDIUM**
20 **DENSITY MULTI-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING**
21 **DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-**
22 **12 – MF-40 - HIGH DENSITY MULTI-FAMILY RESIDENTIAL; ARTICLE 4**
23 **“DEVELOPMENT STANDARDS,” SECTION 23.4-1 – SECONDARY**
24 **(ACCESSORY) DWELLING UNIT; ARTICLE 4 “DEVELOPMENT**
25 **STANDARDS,” SECTION 23.4-10 – OFF-STREET PARKING; ARTICLE**
26 **4 “DEVELOPMENT STANDARDS,” SECTION 23.4-13 -**
27 **ADMINISTRATIVE USES AND CONDITIONAL USES; ARTICLE 4**
28 **“DEVELOPMENT STANDARDS,” SECTION 23.4.16. – MECHANICAL**
29 **SYSTEMS / EQUIPMENT FOR EXISTING RESIDENTIAL STRUCTURES,**
30 **ARTICLE 5 “SUPPLEMENTAL REGULATIONS,” SECTION 23.5-1 –**
31 **SIGNS; ARTICLE 5 “SUPPLEMENTAL REGULATIONS,” SECTION**
32 **23.5-3 – NONCONFORMITIES; AND PROVIDING FOR SEVERABILITY,**
33 **THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN**
34 **EFFECTIVE DATE**
35
36

37 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State
38 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the
39 “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct
40 municipal government, perform municipal functions, and render municipal services, and
41 may exercise any power for municipal purposes, except as expressly prohibited by law;
42 and
43

44 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing
45 body of each municipality in the state has the power to enact legislation concerning any
46 subject matter upon which the state legislature may act, except when expressly prohibited
47 by law; and
48

49 **WHEREAS**, the City wishes to amend Chapter 23, Article 1 “General Provisions,”
50 to amend, Division 2 “Definitions,” to amend Section 23.1-12 – Definitions to create a
51 definition for street wall and revise the definition for pawn shop; and
52

53 **WHEREAS**, the City wishes to amend Chapter 23, Article 2 “Administration,” to
54 amend, Division 3 “Permits,” to amend Section 23.2-27 – Waiver to establish a waiver
55 review process of limited specified land development regulations;
56

57 **WHEREAS**, the City wishes to amend Chapter 23, Article 2 “Administration,” to
58 amend, Division 3 “Permits,” to amend Section 23.2-31 – Site Design Qualitative
59 Standards to create street wall regulations for the redevelopment of existing
60 nonconforming properties and auto-centric uses that cannot meet build-to line
61 requirements; and
62

63 **WHEREAS**, the City wishes to amend Chapter 23, Article 3 “Zoning Districts,”
64 Division 2 “Residential Districts,” Section 23.3-7 “SFR – Single-family residential,” Section
65 23.3-8 “SF-TF 14 – Single-family and two family residential,” Section 23.3-10 “MF-20 –
66 Multifamily residential,” Section 23.3-11 “MF-30 – Medium density multi-family
67 residential,” and Section 23.3-12 “MF-40 – High density multi-family residential,” to reduce
68 the minimum side setback requirement for lots over 50 feet to a minimum of five (5) feet
69 allowing additional flexibility in the placement of accessory structures and pools; and
70

71 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development
72 Standards,” to amend Section 23.4-1 – Secondary (Accessory) Dwelling Unit to identify
73 minimum unit sizes and to allow relief requests from setback requirements; and
74

75 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development
76 Standards,” to amend Section 23.4-10 – Off-Street Parking to clarify parking surface
77 materials for single-family and two-family dwelling units; and
78

79 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development
80 Standards,” to amend Section 23.4-13 – Administrative Uses and Conditional uses to
81 clarify the review process for Pawn Shops; and
82

83 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development
84 Standards,” to amend Section 23.4-16 – Mechanical Systems/Equipment for Existing
85 Residential Structures to establish a minimum side setback to allow for maintenance of
86 mechanical equipment with trespass onto adjacent property; and
87

88 **WHEREAS**, the City wishes to amend Chapter 23, Article 5 “Supplemental
89 Regulations,” to amend Section 23.5-1 – Signs to establish a review process for
90 changeable message signage for public and institutional uses outside of the City’s Major
91 Thoroughfares; and
92

93 **WHEREAS**, the City wishes to amend Chapter 23, Article 5 “Supplemental
94 Regulations,” to amend Section 23.5-3 – Nonconformities to clarify when the street wall
95 feature shall be required for nonconforming structures/buildings; and
96

97 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
98 municipality having such power and authority conferred upon it by the Florida Constitution
99 and Chapter 166, Florida Statutes; and
100

101 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning
102 agency, considered the proposed amendments at a duly advertised public hearing; and
103

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

107 **WHEREAS**, the City Commission finds and declares that the adoption of this
108 ordinance is appropriate, and in the best interest of the health, safety and welfare of the
109 City, its residents and visitors.
110

111 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
112 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**
113

114 **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as
115 being true and correct and are made a specific part of this ordinance as if set forth herein.
116

117 **Section 2:** Chapter 23 “Land Development Regulations,” Article 1 “General
118 Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions” is hereby amended by
119 adding the words shown in underline type as indicated in **Exhibit A**.
120

121 **Section 3:** Chapter 23 “Land Development Regulations,” Article 2
122 “Administration,” Division 3 “Permits,” Section 23.2-27 “Waiver” is hereby amended by
123 adding the words shown in underline type as indicated in **Exhibit B**.
124

125 **Section 4:** Chapter 23 “Land Development Regulations,” Article 2
126 “Administration,” Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative
127 Standards” is hereby amended by adding the words shown in underline type and deleting
128 words struck through as indicated in **Exhibit C**.
129

130 **Section 5:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
131 Districts,” Division 2 “Residential Districts,” Section 23.3-7 “SF-R - Single-Family
132 Residential” is hereby amended by adding the words shown in underline type and deleting
133 words struck through as indicated in **Exhibit D**.
134

135 **Section 6:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
136 Districts,” Division 2 “Residential Districts,” Section 23.3-8 “SF-TF 14 - Single-Family and
137 Two-Family Residential” is hereby amended by adding the words shown in underline type
138 and deleting words struck through as indicated in **Exhibit E**.
139

140 **Section 7:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
141 Districts,” Division 2 “Residential Districts,” Section 23.3-10 “MF-20 - Multi-Family
142 Residential” is hereby amended by adding the words shown in underline type and deleting
143 words struck through as indicated in **Exhibit F**.
144

145 **Section 8:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
146 Districts,” Division 2 “Residential Districts,” Section 23.3-11 “Medium Density Multi-Family
147 Residential” is hereby amended by adding the words shown in underline type and deleting
148 words struck through as indicated in **Exhibit G**.

149
150 **Section 9:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
151 Districts,” Division 2 “Residential Districts,” Section 23.3-12 “High Density Multi-Family
152 Residential” is hereby amended by adding the words shown in underline type and deleting
153 words struck through as indicated in **Exhibit H**.

154
155 **Section 10:** Chapter 23 “Land Development Regulations,” Article 4
156 “Development Standards,” Section 23.4-1 “Secondary (Accessory) Dwelling Unit” is
157 hereby amended by adding the words shown in underline type and deleting words struck
158 through as indicated in **Exhibit I**.

159
160 **Section 11:** Chapter 23 “Land Development Regulations,” Article 4
161 “Development Standards,” Section 23.4-10 “Off-Street Parking” is hereby amended by
162 deleting words struck through as indicated in **Exhibit J**.

163
164 **Section 12:** Chapter 23 “Land Development Regulations,” Article 4
165 “Development Standards,” Section 23.4-13 “Administrative Uses and Conditional Uses”
166 is hereby amended by adding the words shown in underline type as indicated in **Exhibit**
167 **K**.

168
169 **Section 13:** Chapter 23 “Land Development Regulations,” Article 4
170 “Development Standards,” Section 23.4-16 “Mechanical Systems/Equipment for Existing
171 Residential Structures” is hereby amended by adding the words shown in underline type
172 as indicated in **Exhibit L**.

173
174 **Section 14:** Chapter 23 “Land Development Regulations,” Article 5
175 “Supplemental Regulations,” Section 23.5-1 “Signs” is hereby amended by adding the
176 words shown in underline type as indicated in **Exhibit M**.

177
178 **Section 15:** Chapter 23 “Land Development Regulations,” Article 5
179 “Supplemental Regulations,” Section 23.5-3 “Nonconformities” is hereby amended by
180 adding the words shown in underline type as indicated in **Exhibit N**.

181
182 **Section 16:** Severability. If any section, subsection, sentence, clause, phrase or
183 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
184 competent jurisdiction, such portion shall be deemed a separate, distinct, and
185 independent provision, and such holding shall not affect the validity of the remaining
186 portions thereof.

187
188 **Section 17:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in
189 conflict herewith are hereby repealed to the extent of such conflict.

190
191 **Section 18:** Codification. The sections of the ordinance may be made a part of
192 the City Code of Laws and ordinances and may be re-numbered or re-lettered to

193 accomplish such, and the word "ordinance" may be changed to "section", "division", or
194 any other appropriate word.

195

196 **Section 19:** Effective Date. This ordinance shall become effective 10 days after
197 passage.

198

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

201

- 202 Mayor Betty Resch
- 203 Vice Mayor Christopher McVoy
- 204 Commissioner Sarah Malega
- 205 Commissioner Kimberly Stokes
- 206 Commissioner Reinaldo Diaz

207

208 The Mayor thereupon declared this ordinance duly passed on first reading on the
209 _____ day of _____, 2023.

210

211

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

215

- 216 Mayor Betty Resch
- 217 Vice Mayor Christopher McVoy
- 218 Commissioner Sarah Malega
- 219 Commissioner Kimberly Stokes
- 220 Commissioner Reinaldo Diaz

221

222 The Mayor thereupon declared this ordinance duly passed on the _____ day of
223 _____, 2023.

224

225

LAKE WORTH BEACH CITY COMMISSION

226

227

228

By: _____
Betty Resch, Mayor

229

230

231

ATTEST:

232

233

234

Melissa Ann Coyne, City Clerk

235

236

237

EXHIBIT A

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

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

Sec. 23.1-12. – Definitions.

Extended stay hotel/motel (Extended stay lodging facility): A type of motel or hotel that offers lodging for extended periods up to sixty (60) days, and may include a kitchen.

Lodging Facility: As listed in Section 23.3-6 – Use Tables, shall include hotel or motel uses as defined in this section, but shall exclude extended stay lodging facilities.

Pawn shop: An establishment whose principal business is to lend money on security of personal property deposited with the establishment in pledge for the debt, redeemable by the pledger on the terms and conditions agreed to by the pawnbroker and as set forth in F.S. § 539.001, and with the implied power of sale on default. The term does not include a financial institution as defined in F.S. § 655.005, or any person who regularly loans money or any other thing of value on stocks, bonds or other securities. This use is classified as a single-destination commercial use with accessory money business services. The use table provisions in Section 23.3-6 imposing the greater restriction, and the review criteria in Section 23.4-13 are both applicable in determining the permitted use location.

Street wall: A decorative wall or portion of a wall installed at the build-to line to enhance the continuation of building walls along a street. Street walls are required to be designed in a manner to compliment the architecture of a site's existing structure/s.

EXHIBIT B

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 2, "Administration," Division 3, "Permits"

Sec. 23.2-27. – Waiver.

- c) A waiver of limited land development regulations relating to site development requirements only, and excluding use regulations, may be requested to certain sections or subsections of Chapter 23 – Land Development Regulations where it is expressly stated in that section or subsection that a waiver may be requested to specified provisions for approval by the applicable review board. A variance per Section 23.2-26 shall be required for all other sections or subsections of Chapter 23 where is it not clearly indicated that a waiver or an administrative adjustment per Section 23.2-28 may be requested. The waiver shall meet the following review criteria:
1. The waiver requested is the smallest or minimum modification necessary.
 2. The waiver request shall not negatively impact adjacent property owners or protected land uses as described in Section 23.1-12.
 3. The applicable review board has determined that the waiver is appropriate in massing, scale, visual impact and does not create noise, light or other impacts greater than similar improvements permitted in the immediate area.
 4. The waiver request supports the goals, objectives and policies of the City's Comprehensive Plan.
 5. The waiver request is supportive of currently permitted uses, and shall not create or increase a nonconformity with regards to use as described in Section 23.5-3.

311
312
313 **EXHIBIT C**
314

315 Chapter 23
316

317 LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"
318

319 *Article 2, "Administration," Division 3, "Permits"*
320

321 **Sec. 23.2-31. – Site Qualitative Standards.**
322

323 ***

324 l) Street wall. The purpose of the street wall is to complete the continuation of building
325 walls along a street when a proposed development is not able to meet the maximum
326 front setback (build-to) requirements from streets. Street walls shall not be utilized for
327 new construction, except for inherently auto-centric uses such as gas stations and
328 automobile drive-thrus. Utilization of a street wall in lieu of meeting front build-to line
329 requirements shall require a waiver approval as described in Section 23.2-27.c. Upon
330 substantial enlargement, substantial improvement or new construction for principal
331 buildings the following standards shall apply:

- 332 1. Breaks may be permitted in the street wall to provide pedestrian access to the
333 site and for the purpose of tree protection.
- 334 2. Parking facilities shall be permitted at the rear or interior side of the principal
335 structure, or street wall as approved by the appropriate review board. If parking
336 is located to the rear of the street wall, then the street wall shall screen the
337 parking area with a combination of wall and landscaping improvements.
- 338 3. For existing nonconforming structures, a street wall may be utilized to meet the
339 build-to line requirement provided that:
- 340 a. The expansion of existing structure to meet the build-to line is not feasible
341 as determined by the DRO.
- 342 b. The expansion of the structure is less than 25% of the existing building.
- 343 c. The expansion does not increase any nonconformities. The front building
344 line shall be maintained or modified to reduce the build-to line
345 nonconformity.
- 346 d. The street wall shall provide a base, middle, and top expressed with
347 materials finished and wrapped on all façades facing a right-of-way. Street
348 walls shall be designed in a manner to compliment the architecture of the
349 site's structure/s.
- 350 e. Street walls shall have visual breaks every 75 feet at a minimum. The
351 breaks shall be setbacks of either 8" or 12" or more to create reveal lines or
352 step backs on the façade and to add rhythm. The street wall shall be
353 articulated by architectural details. Such details may include openings,
354 canopies, awnings, changes in parapet height, material changes,
355 projections, recesses, or similar features. A physical half wall with a pergola

356 structure in combination with landscaping that creates a living green wall
357 effect shall be encouraged.

358 f. Use of durable, high-quality materials that are appropriate for the climate,
359 such as stone, steel, glass, precast concrete, or masonry. Such materials
360 and associated architectural features must wrap around all sides of the
361 street wall that are visible from the public realm. Traditional stucco may be
362 appropriate adjacent to historic districts. Street walls incorporating EIFS
363 (Exterior Insulation Finishing System) or other faux-stucco finish for more
364 than 10% of a street-facing façade do not meet this requirement.

365

366 h) *m) Community appearance criteria.* The general requirements outlined in this section
367 are minimum aesthetic standards for all site developments, buildings, structures, or
368 alterations within the corporate limits of the city, except single-family residences.
369 However, additions to existing buildings and sites shall be subject to review by the
370 development review official for a determination regarding submission to the planning
371 and zoning board or historic resources preservation board for review. All site
372 development, structures, buildings or alterations to site development, structures or
373 buildings shall demonstrate proper design concepts, express honest design
374 construction, be appropriate to surroundings, and meet the following community
375 appearance criteria:

376

377

378 i) *n) Compliance with other requirements.* The requirements of this section are in
379 addition to any other requirement of the Code of Ordinances of the city, such as the
380 building code. Approval by the decision-making body of a given set of plans and
381 specifications does not necessarily constitute evidence of applicant's compliance
382 with other requirements of the city code.

383

EXHIBIT D

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 3, "Zoning Districts"

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

c) *Development regulations for uses permitted by right*

portion of table omitted for brevity.

Setback	Front	20 ft.
	Rear	15 ft. or 10% of lot depth for primary structures, whichever is less.
		5 ft. for accessory structures.
	Side	10% lot width, minimum of 3 ft. up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two story buildings shall be set back a minimum of 5 ft.
		Roof overhangs not to exceed more than 2 ft.
	<u>Accessory</u>	<u>A. 10% lot width, minimum side setback of 3 ft. for lots 50 ft. wide or less</u>
<u>B. A minimum of 5 ft. side setback for lots 50 ft. wide and over in width.</u>		
<u>C. Minimum 5 ft. rear setback.</u>		

portion of table omitted for brevity.

3. *Minimum setbacks.*

B. Minimum side setback:

- (1) Ten (10) percent of lot width, with a minimum of three (3) feet up to a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (2) Two-story buildings shall have side set back of five (5) feet minimum.
- (3) Roof overhangs shall not project more than two (2) feet into the setback.
- (4) Accessory structures and pools shall have a side setback of 10% of lot width, with a minimum setback of three (3) feet up to a minimum of five (5) feet for lots over 50 ft. in width.

EXHIBIT E

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 3, "Zoning Districts"

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

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

portion of table omitted for brevity.

Setback	Front	20 ft.
	Rear	15 ft. or 10% of lot depth for primary structures; 5 ft. for accessory structures
	Side	10% of lot width, minimum of 3 feet up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two story buildings shall be set back a minimum of 5 ft.
		Roof overhangs not to exceed more than 2 ft.
Accessory	A. <u>10% lot width, minimum side setback of 3 ft. for lots 50 ft. wide or less</u> B. <u>A minimum of 5 ft. side setback for lots 50 ft. wide and over in width.</u> C. <u>Minimum 5 ft. rear setback.</u>	

portion of table omitted for brevity.

3. *Minimum setbacks.*

B. Minimum side setback:

- (1) Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (2) Two-story buildings shall have side set back of five (5) feet minimum.
- (3) Roof overhangs shall not project more than two (2) feet into the setback.
- (4) Accessory structures and pools shall have a side setback of 10% of lot width, with a minimum setback of three (3) feet up to a minimum of five (5) feet for lots over 50 ft. in width. Secondary (accessory) dwelling units shall comply with the more restrictive of the requirements in Section 23.4-1 or the zoning district.

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4. Minimum facilities and living area per residential unit.

- A. The first dwelling unit on each lot shall contain at least a living room, kitchen, bedroom and bathroom, and shall have a minimum living area of eight hundred (800) square feet.
- B. The second dwelling unit on each lot shall contain at least a living room, kitchen, bedroom and bathroom, and shall have a minimum living area of four hundred (400) square feet.
- C. A secondary (accessory) dwelling unit shall comply with the development standards in Section 23.4-1. The total habitable square footage of an accessory dwelling unit shall not exceed the habitable square footage of the principal residential use.

- 8. Accessory structures. All accessory structures shall not exceed forty (40) percent of the gross floor area of the principal structure or one thousand (1,000) square feet whichever is less, excluding approved prefabricated metal storage buildings totaling no more than one hundred forty-four (144) square feet. If a property has both accessory structure/s and a secondary (accessory) dwelling unit, then the total area requirements in Section 23.4-1 shall apply.

EXHIBIT F

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 3, "Zoning Districts"

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

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

portion of table omitted for brevity.

Setback	Front	20 ft.
	Rear	15 ft. or 10% of lot depth. 5 ft. for accessory structures.
	Side	10% of lot width, minimum of 3 ft. up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two-story buildings shall be set back a minimum of 5 ft.
		Roof overhangs shall not exceed more than 2 feet.
Accessory	<u>A. 10% lot width, minimum side set back of 3 ft. up to a minimum of 5 ft. for lots over 50 ft. in width.</u> <u>B. Minimum rear set back of five (5) feet</u>	

portion of table omitted for brevity.

3. *Minimum setbacks.*

B. Minimum side setback:

- (1) Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (2) Two-story buildings shall have a side set back of five (5) feet minimum.
- (3) Roof overhangs shall not project more than two (2) feet into the setback.
- (4) Accessory structures and pools shall have a side setback of 10% of lot width, with a minimum setback of three (3) feet up to a minimum of five (5) feet for lots over 50 ft. in width. Secondary (accessory) dwelling units shall comply with the more restrictive of the requirements in Section 23.4-1 or the zoning district.

509 4. Minimum facilities and living area per dwelling unit.

510 A. Single-family and two-family structures:

- 511 (1) The first dwelling unit on each lot in case of duplex construction shall
512 contain at least a living room, kitchen, bedroom and bathroom, and shall
513 have a minimum living area of eight hundred (800) square feet.
514 (2) The second dwelling unit on each lot in the case of duplex construction
515 shall contain at least a living room, kitchen, bedroom and bathroom, and
516 shall have a minimum living area of four hundred (400) square feet.
517 (3) A secondary (accessory) dwelling unit shall comply with the development
518 standards in Section 23.4-1. The total habitable square footage of an
519 accessory dwelling unit shall not exceed the forty (40) percent of the
520 habitable square footage of the principal residential use or one thousand
521 (1,000) square feet whichever is less.

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524 8. Accessory structures. All accessory structures shall not exceed forty
525 (40) percent of the gross floor area of the principal structure or one
526 thousand (1,000) square feet whichever is less, excluding approved
527 prefabricated metal storage buildings totaling no more than one
528 hundred forty-four (144) square feet. If a property has both accessory
529 structure/s and a secondary (accessory) dwelling unit, then the total
530 area requirements in Section 23.4-1 shall apply.

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EXHIBIT G

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 “GENERAL PROVISIONS”

Article 3, “Zoning Districts”

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

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

portion of table omitted for brevity.

Setback	Front	20 ft.
	Rear	15 ft. or 10% of lot depth. 5 ft. for accessory structures.
	Side	10% of lot width, minimum of 3 ft. up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two-story buildings shall be set back minimum of 5 ft.
		Roof overhangs shall not exceed more than 2 feet.
	Accessory	A. <u>10% lot width, minimum side setback of 3 ft. for lots 50 ft. wide or less.</u> B. <u>A minimum of 5 ft. side setback for lots 50 ft. wide and over in width.</u> C. <u>Minimum 5 ft. rear setback.</u>

portion of table omitted for brevity.

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3. *Minimum setbacks.*

B. Minimum side setback:

- (1) Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (2) Two-story buildings shall have a side set back of five (5) feet.
- (3) Roof overhangs shall not project more than two (2) feet into the setback.
- (4) Minimum street side setback: Ten (10) feet up to a maximum of twenty-two (22) feet.
- (5) Accessory structures and pools shall have a side setback of 10% of lot width, with a minimum setback of three (3) feet up to a minimum of five (5) feet for lots over 50 ft. in width. Secondary (accessory) dwelling units

570 shall comply with the more restrictive of the requirements in Section
571 23.4-1 or the zoning district.

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575 4. Minimum facilities and living area per dwelling unit.

576 A. Single-family and two-family structures:

577 (1) The first dwelling unit on each lot in the case of duplex construction shall contain
578 at least a living room, kitchen, bedroom and bathroom, and shall have a minimum
579 living area of eight hundred (800) square feet.

580 (2) The second dwelling unit on each lot in the case of duplex construction shall contain
581 at least a living room, kitchen, bedroom and bathroom, and shall have a minimum
582 living area of four hundred (400) square feet.

583 (3) A secondary (accessory) dwelling unit shall comply with the development standards
584 in Section 23.4-1.. ~~The total habitable square footage of an accessory dwelling unit~~
585 ~~shall not exceed the forty (40) percent of the habitable square footage of the~~
586 ~~principal residential use or one thousand (1,000) square feet whichever is less.~~

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589 8. Accessory structures. All accessory structures shall not exceed forty (40) percent of
590 the gross floor area of the principal structure or one thousand (1,000) square feet
591 whichever is less, excluding approved prefabricated metal storage buildings totaling
592 no more than one hundred forty-four (144) square feet. If a property has both
593 accessory structure/s and a secondary (accessory) dwelling unit, then the total area
594 requirements in Section 23.4-1 shall apply.

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EXHIBIT H

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 3, "Zoning Districts"

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

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

portion of table omitted for brevity.

Setback	Front	10 ft.
	Rear	15 ft. or 10% of lot depth when next to a residential district. 10 ft. in general. 5 ft. for accessory structure
	Side	Street lot side - 10 ft. minimum up to a maximum of 22 ft.
		Interior lot side - 10% of width, minimum of 3 ft. up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two-story buildings shall be set back minimum of 5 ft.
		Roof overhangs shall not exceed more than 2 feet.
	Accessory	A. <u>10% lot width, minimum side setback of 3 ft. for lots 50 ft. wide or less.</u> B. <u>A minimum of 5 ft. side setback for lots 50 ft. wide and over in width.</u> C. <u>Minimum 5 ft. rear setback.</u>

portion of table omitted for brevity.

3. *Minimum setbacks.*

B. Minimum side setback:

- (1) Minimum street side setback: Ten (10) feet up to a maximum of twenty-two (22) feet.
- (2) Minimum interior side setback: Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (3) Two-story buildings shall have a side set back of at least five (5) feet.

629 (4) Roof overhangs shall not project more than two (2) feet into the
630 setback.

631 (5) Accessory structures and pools shall have a side setback of 10% of lot
632 width, with a minimum setback of three (3) feet up to a minimum of five
633 (5) feet for lots over 50 ft. in width. Secondary (accessory) dwelling
634 units shall comply with the more restrictive of the requirements in
635 Section 23.4-1 or the zoning district.

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638 4. Minimum living area per dwelling unit.

639 A. Single-family and two-family structures:

640 (1) The first dwelling unit on each lot in the case of duplex construction shall
641 contain at least a living room, kitchen, bedroom and bathroom, and shall
642 have a minimum living area of eight hundred (800) square feet.

643 (2) The second dwelling unit on each lot in the case of duplex construction
644 shall contain at least a living room, kitchen, bedroom and bathroom, and
645 shall have a minimum living area of four hundred (400) square feet.

646 (3) A secondary (accessory) dwelling unit shall comply with the
647 development standards in Section 23.4-1. ~~The total habitable square~~
648 ~~footage of an accessory dwelling unit shall not exceed the forty (40)~~
649 ~~percent of the habitable square footage of the principal residential use~~
650 ~~or one thousand (1,000) square feet whichever is less.~~

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655 8. Accessory structures. All accessory structures shall not exceed forty (40) percent
656 of the gross floor area of the principal structure or one thousand (1,000) square
657 feet whichever is less, excluding approved prefabricated metal storage
658 buildings totaling no more than one hundred forty-four (144) square feet. If a
659 property has both accessory structure/s and a secondary (accessory) dwelling
660 unit, then the total area requirements in Section 23.4-1 shall apply.

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EXHIBIT I

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

Sec. 23.4-1. – Secondary (Accessory) Dwelling Unit.

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- 672 a) *Purpose.* It is the purpose of this section to provide regulations and standards for
673 the establishment of a secondary dwelling unit within designated residential zoning
674 districts that permit this use, and on properties that minimum lot requirements.
- 675 b) *Design standards.* All secondary dwelling units shall conform to the following
676 standards:
- 677 1. *Existing development on lot.* A single-family dwelling must currently exist on
678 the lot or will be constructed in conjunction with the secondary unit.
- 679 2. *Number of secondary units per parcel.* Only one (1) secondary dwelling unit
680 shall be allowed for each parcel.
- 681 3. *Unit size.*
- 682 (a) The habitable floor area for secondary units shall not exceed sixty (60)
683 percent of the habitable floor area of the primary residence with a
684 maximum unit size of 1,000 sf unless a waiver is granted to this
685 subsection for the purpose of providing affordable / workforce housing,
686 or to allow for an accommodation for accessibility. However, in no case
687 shall a waiver related to these purposes allow the size of the secondary
688 dwelling unit to exceed the size of the principal structure. See Section
689 23.2-27. and
- 690 (b) The minimum unit size shall be a minimum of four hundred (400) square
691 feet for an efficiency, six hundred (600) square feet for 1 bedroom,
692 seven-hundred and fifty (750) square feet for 2 bedrooms, and nine
693 hundred (900) square feet for 3 bedrooms.
- 694 4. *Accessory Structure/s Maximum Total Area.* The total area of all accessory
695 structures for properties with both detached accessory structure/s and a
696 secondary dwelling unit shall not exceed 60% of the total area of the primary
697 building, including any attached structures having a roof.
- 698
- 699 54. *Setbacks for detached secondary dwelling units.* The side-yard setback for
700 detached single story structures containing a secondary dwelling unit shall
701 not be less than three (3) feet. The rear-yard setback for detached single
702 story structures containing a secondary dwelling unit shall not be less than
703 five (5) feet. Secondary units higher than one (1) story shall provide side yard
704 setbacks of five (5) feet and rear yard setbacks of ten (10) feet. If any portion
705 of a secondary dwelling unit is located in front of the main building, then the
706 front and side yard setbacks shall be the same as a main building in the
707 zoning district. The distance between buildings on the same lot must be a

708 minimum of ten (10) feet. Secondary dwelling units are not eligible for
709 variances or waivers for setbacks or minimum building separation.

710 6. In zoning districts where secondary dwelling units are currently permitted, a
711 waiver of land development regulations related to the construction of an
712 accessory dwelling unit may be granted as part of a certificate of
713 appropriateness to allow for the conversion of a contributing accessory structure
714 in a designated historic district or landmark accessory structure to a secondary
715 dwelling unit, or to allow for a larger newly constructed secondary dwelling unit
716 in support of preservation of all sides of a contributing or landmark principal
717 structure. See applicable waiver sections 23.2-27 and 23.5-4 of these LDRs.

718
719 7. Secondary dwelling units shall comply with the more restrictive of either the
720 requirements in this section or the regulating zoning district unless otherwise
721 stated.

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723 ~~5.~~ 8. Design. The design of the secondary unit shall relate to the design of the
724 primary residence by use of the similar exterior wall materials, window types,
725 door and window trims, roofing materials and roof pitch, and shall be compatible
726 in architectural style.

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728 ~~6.~~ 9. Minimum housing code. All secondary dwelling units shall meet the city's
729 established minimum housing code requirements.

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EXHIBIT J

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 “DEVELOPMENT STANDARDS”

Sec. 23.4-10. – Off-Street Parking.

d) *Material.* Each parking space shall be surfaced with a hard ~~impermeable~~ dustless material, either solid in area or in individual concrete strips or other approved materials, including but not limited to impervious materials and permeable paving materials in accordance with City of Lake Worth Beach standards. Required off-street parking for single-family and two-family dwelling units may also utilize ~~semi-pervious surface materials including~~ shell rock (not compacted), gravel, and or other small stone material in lieu of impermeable or permeable paving material as long as it meets the following criteria:

1. Appropriate stabilization shall be established to keep small stone like materials out of the ROW, alley, and storm water systems;
2. All semi-permeable driveway and parking surfaces shall be maintained to ensure permeable qualities and to prevent ponding of water.

f) Minimum parking space requirements by use category.

1. Minimum off-street parking space requirements are as follows:

A. Residential uses:

Multi-family (efficiency) one and twenty-five hundredths (1.25) spaces per unit.

Multi-family (one-bedroom) - One and one-half (1.5) spaces per unit.

Multi-family (two-bedroom) - One and seventy-five hundredths (1.75) spaces per unit.

Multi-family (> 2 bedroom) - Two (2) parking spaces per unit.

The total required residential parking shall be reduced by 25% for developments that provide no less than 15% of all proposed units as income restricted affordable or workforce housing units in accordance with Section 23.2-39. This reduction may not be combined with other parking reduction provisions of these LDRs, and at least one (1) parking space per residential dwelling unit is also required.

EXHIBIT K

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 “DEVELOPMENT STANDARDS”

Sec. 23.4-13. – Administrative Uses and Conditional Uses.

c) *Standards.*

19. *Money business services.*

A. *Purpose.* It is the purpose of this section to provide regulations and standards for money business services such as payment instrument seller, foreign currency exchanger, check casher, or money transmitter. These uses shall be approved through the appropriate decision-making authority. Principal uses shall be reviewed through the conditional use permit process. These uses may also occur as accessory to single destination commercial only provided the development standards are met for both the principal and accessory use.

B. *Design and performance standards.*

1) *Separation Distance:*

(a) A minimum separation distance of four hundred (400) feet for accessory uses from other money business establishments.

(b) A minimum separation distance of one thousand (1,000) feet for principal uses from other money business establishments.

(c) Distance shall be measured in a straight line from the nearest portion of the money business licensed premises to the nearest property line of the protected land use. For the purposes of such measurement, the nearest exterior wall of the licensed premises, or the nearest wall of the unit containing the use in a multi-tenant structure, or the nearest point on an outside area which is a part of the licensed premises (if any), shall be used. This minimum distance requirement shall not apply when the money business use and the protected land use are located in the same multi-tenant center.

2) *Operational Standards:*

(a) Hours of operation shall be limited to 8:00 a.m. to 9:00 p.m. on Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sunday.

- 824 (b) No temporary or promotional signage shall be permitted on
825 windows or doors except as expressly permitted in section 23.5-
826 1, signs.
- 827 (c) Interior and exterior video surveillance for security purposes is
828 required and surveillance recordings shall be maintained for a
829 minimum of fourteen (14) days.
- 830 (d) The site shall meet appropriate Crime Prevention through
831 Environmental Design (CPTED) standards as feasible.
- 832 (e) Except, pawn shops shall comply with the more restrictive of F.S.
833 § 539.001, the standards in this section, and the standards in
834 LDR Section 23.4-13(c)(5) for single destination commercial
835 uses.

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EXHIBIT L

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 “DEVELOPMENT STANDARDS”

Sec. 23.4-16. – Mechanical systems/equipment for existing residential structures.

- a) For existing residential structures, placement of mechanical equipment shall be allowed in the rear or side setback and/or between the main structure and a public street if there is insufficient space to locate the equipment outside of the setbacks. However, in no case shall mechanical equipment be located less than 18” from a property line to allow for its maintenance. Equipment located in the setback must meet requirements of the landscape code and the equipment must be screened from view of the right-of-way. In addition, product information or an engineering report must be submitted indicating the noise level will not be in excess of sixty-five (65) decibels as measured at the property line.

EXHIBIT M

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 5 "SUPPLEMENTAL REGULATIONS"

Sec. 23.5-1. – Signs.

e) *Special regulations by type of sign.* The following types of signs shall be constructed or erected in accordance with the following specific regulations in addition to all other applicable regulations set forth in this section. Special regulations for the core area are the only exception to the regulations provided below.

16. *Changeable copy signs.*

i. Changeable copy shall be allowed for the following uses along the major thoroughfares of the city. Changeable copy signs may also be allowed on roadways with lower functional classifications for institutional and public uses only with a waiver per Section 23.2-27.c. if approved by the applicable review board.

- 1. Hotels and motels
- 2. Institutional and Public uses
- 3. Gas and service stations
- 4. Movie theaters and playhouses
- 5. Menu board signs for restaurants

EXHIBIT N

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 5 “SUPPLEMENTAL REGULATIONS”

Sec. 23.5-3. – Nonconformities.

d) Nonconforming buildings and structures. A nonconforming building or structure is a building or structure properly constructed according to the law existing at the time of permit but which does not presently conform to the property development regulations of these LDRs for minimum site area or dimensions, minimum setback requirements, maximum building or structure height, maximum lot coverage, minimum floor area, parking or loading or for other characteristics of buildings or structures regulated in these LDRs, or for its location on the lot. A nonconforming building or structure may continue to exist in a nonconforming state so long as it otherwise conforms to law, subject to the following provisions:

1. Nonconforming buildings and structures may be enlarged, expanded or extended subject to these LDRs, including minimum site area and dimensions of the district in which the building or structure is located. No such building or structure, however, shall be enlarged or altered in any way so as to increase its nonconformity. Such building or structure, or portion thereof, may be altered to decrease its nonconformity, except as hereafter provided.
2. Should the structure or building be deteriorated or destroyed to an extent of more than fifty (50) percent of the assessed value of the structure or building as determined by the building official, it shall not be reconstructed except in conformity with the provisions of these LDRs. However, a waiver of land development regulations may be granted as part of a certificate of appropriateness for a property within a designated historic district or landmark property. See sections 23.2-27 and 23.5-4 of these LDRs.

6. A street wall may be utilized to meet the build-to line (front building line) requirements for existing buildings and structures as provided for in Section 23.2-31 and Section 23.2-27. Further, these nonconforming buildings and structures may be permitted to expand up to 25% of the building area as provided for in Section 23.2-31 if the proposed expansion does not increase all other nonconformities. A substantial improvement or permitted expansion (maximum 25%) of these buildings and structures shall maintain or reduce the front building line nonconformity.

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e) Nonconforming uses of buildings and structures. A nonconforming use of a major building or structure is an activity primarily occurring within such building or structure, but which may also include the use of surrounding premises including land or nearby minor buildings. Such activity shall have been lawfully permitted at the time of its inception. The decision of the development review officer as to whether a nonconforming use is a nonconforming use of land or a nonconforming use of a building or structure, as each is described in this section, shall be final unless reversed by the planning and zoning board or historic resources preservation board, as applicable. Such nonconforming use may be continued so long as it remains otherwise lawful, subject to the following provisions:

5. When a nonconforming use of a structure or building ceases for six (6) consecutive months, or for eighteen (18) months during any three-year period, and is not replaced by a permitted use, the structure or building shall not thereafter be used except in conformance with the regulations of the district in which it is located. The issuance or existence of a required license, permit or other governmental authorization to conduct such nonconforming use shall not mean that the use has not ceased, but the lack of such license, permit or authority shall create a rebuttable presumption that the use has ceased. Documentation of Aactions or activities of the owner of a property actively attempting to lease or rent the property, or documentation demonstrating that a business owner or property owner intended, but was prevented by no actions of their own to continuously operate said use shall be considered shall not be considered a use of the property in determining whether a nonconforming use of a structure or building has ceased.



DATE: April 26, 2023

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

FROM: William Waters, Director Community Sustainability

MEETING: May 3 & May 10, 2023

SUBJECT: **Ordinance 2023-06:** Consideration of an ordinance amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping and minor changes for clarity, to provide for a reduction in the side setback requirements to 5 feet for accessory structures and pools on all lot sizes, to provide for new standards for street walls, and to expand and clarify the waiver provisions.

PROPOSAL / BACKGROUND/ ANALYSIS:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted to clarify interpretations, address general housekeeping items, resolve inconsistencies, provide greater flexibility with the location of secondary (accessory) dwelling units, accessory structures and mechanical equipment in residential properties, create a waiver process, and implement street wall requirements for nonconforming properties and new auto-centric uses that cannot meet build-to line requirements.

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

- Article 1 – Section 23.1-12: Definition
- Article 2 – Section 23.2-27: Waiver
- Article 2 – Section 23.2-31: Site Design Qualitative Standards
- Article 3 – Section 23.3-7: Single-Family Residential (SF-R)
- Article 3 – Section 23.3-8: Single-Family and Two-Family Residential (SF-TF 14)
- Article 3 – Section 23.3-10: Multi-Family Residential (MF-20)
- Article 3 – Section 23.3-11: Medium Density Multi-Family Residential (MF-30)
- Article 3 – Section 23.3-12: High Density Multi-Family Residential (MF-30)
- Article 4 – Section 23.4-1: Secondary (Accessory) Dwelling Unit
- Article 4 – Section 23.4-10: Off Street Parking
- Article 4 – Section 23.4-13: Administrative Uses and Conditional Uses
- Article 4 – Section 23.4-16: Mechanical Systems/Equipment for existing residential structures
- Article 5 – Section 23.5-1: Signs
- Article 5 – Section 23.5-3: Nonconformities

Secondary (Accessory Dwelling Unit): Clarifying and consolidate the maximum unit size and minimum living area requirements. Also, identifying certain provisions eligible for a waiver application.

Accessory Structure: Reducing the minimum side setback requirement from 10% of lot width for lots over 50 feet to a minimum of five (5) feet which allows additional flexibility in the placement of accessory structures and pools.

Pawn Shops: Revising the definition of pawn shop and clarifying the review process.

Street wall: Creating a street wall definition and developing regulations for the redevelopment of existing nonconforming properties and new auto-centric uses that cannot meet build-to line requirements.

Signs: Establishing a waiver review process for changeable message signage for public and institutional uses outside of the City's Major Thoroughfares.

Waiver: Expand and clarify waiver review process of limited and specified land development regulations.

Housekeeping Items: Revising the definitions to distinguish between extended stay lodging facilities and lodging facilities, removing inconsistencies related to the maximum secondary (accessory) dwelling unit size, clarifying material options for single-family and two-family driveways, and further identifying minimum setback requirements for mechanical systems of existing residential structures.

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2023-06.

POTENTIAL MOTION:

I move to **RECOMMEND/NOT RECOMMEND** TO THE CITY COMMISSION TO ADOPT the proposed LDR text amendments included in Ordinance 2023-06.

Attachments

- A. Draft Ordinance 2023-06

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2023-10 - First Reading - Amending the City's Comprehensive Plan adding a new property rights element as required by F.S. 163.3177(6)(i)

SUMMARY:

The proposed ordinance would amend the City's Comprehensive Plan by adding a new property rights element as required by F.S. 163.3177(6)(i.). If approved on first reading, the comprehensive plan text amendment will be transmitted to the Florida Department of Economic Opportunity (DEO) for review and comment. Second reading/adoption will be scheduled upon receipt of the DEO's comments, recommendations and/or objections.

BACKGROUND AND JUSTIFICATION:

On June 28, 2021, the Governor signed into law House Bill 59, which amended statutory provisions regarding optional and required comprehensive plan elements by creating a new required property rights element [F.S. 163.3177(6)(i.)]. As of July 1, 2021, all local governments must adopt this element as part of their comprehensive plans by the next proposed plan amendment, or the date of the next scheduled evaluation and appraisal of their comprehensive plan. The Florida Department of Economic Opportunity (DEO) has informed the City that any future amendments to its comprehensive plan, including the Future Land Use Map, cannot be adopted until the adoption of a property rights element occurs.

This new required element must include policies consistent with the legislative intent that local governments respect existing "judicially acknowledged and constitutionally protected private property rights" in local decision-making. These required policies are identified in the attached advisory board (PZHP) staff report. Further, staff also added policies referring to the existing and established rights that people have to participate in planning and development decisions that affect their lives and property.

The Planning & Zoning Board recommended unanimous approval of the ordinance at their May 24, 2023 meeting. The Historic Resources Preservation Board also recommended unanimous approval of the ordinance at their June 14, 2023 meeting.

MOTION:

Move to approve/disapprove Ordinance 2023-10 on first reading, to transmit to the Florida Department of Economic Opportunity for review, and to schedule the second reading after review by the State.

ATTACHMENT(S):

Ordinance 2023-10
PZB/HRPB Staff Report

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ORDINANCE NO. 2023-10 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY’S COMPREHENSIVE PLAN, ADDING A NEW PROPERTY RIGHTS ELEMENT AS REQUIRED BY F.S. 163.3177(6)(i); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Local Government Comprehensive Planning and Land Development Regulation Act, section 163.3220, *et seq.*, Florida Statutes, requires each municipality to adopt a comprehensive plan, including a future land use map and authorizes amendments to an adopted comprehensive plan; and

WHEREAS, City staff has prepared and reviewed an amendment to add a new required element to the City’s Comprehensive Plan regarding property rights in accordance with F.S. 163.3177(6)(i); and

WHEREAS, on May 24, 2023, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the addition of the new required “Property Rights Element” to the Comprehensive Plan of the City; and

WHEREAS, on June 14, 2023, the City Historic Resources Preservation Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the addition of the new required “Property Rights Element” to the Comprehensive Plan of the City; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the State of Florida in F.S. 163.3177(6)(i), requires the creation of a “Property Rights Element” with specified property rights that must be considered by local governments in decision-making;

WHEREAS, the property rights for consideration as required in F.S. 163.3177(6)(i) reflect long established and prevailing judicially acknowledged and constitutionally protected private property rights without enhancement;

WHEREAS, the City of Lake Worth Beach will continue to respect judicially acknowledged and constitutionally protected private property rights as has always been required by prevailing law; and

WHEREAS, the City of Lake Worth Beach respects the rights of all people to participate in land use planning processes.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The text amendment language is provided in **Exhibit A**.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable,

Section 5. The effective date of this text amendment shall be thirty-one (31) days after the Department of Economic Opportunity notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

The passage of this ordinance on first reading was moved by _____, 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 ordinance duly passed on first reading on the ____ day of _____, and shall be transmitted to the Florida Department of Economic Opportunity for review.

The passage of this ordinance on second reading was moved by Commissioner _____, seconded by Commissioner _____, as amended 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

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The Mayor thereupon declared this ordinance duly passed on the __ day of _____,
2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXHIBIT A

12. PROPERTY RIGHTS ELEMENT

Goal 12.1 The City will make decisions with respect for judicially acknowledged and constitutionally protected private property rights, and with respect for people's rights to participate in decisions that affect their lives and property.

Objective 12.1.1 The City will respect judicially acknowledged and constitutionally protected private property rights.

Policy 12.1.1.1 The City will consider in its decision-making the right of a property owner/s to physically possess and control their interests in the property, including easements, leases, or mineral rights.

Policy 12.1.1.2 The City will consider in its decision-making the right of a property owner/s to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 12.1.1.3 The City will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 12.1.1.4 The City will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

Objective 12.1.2 People have the right to participate in planning and development decisions that affect their lives and property. As such, the City will establish land development regulations that foster transparency in decision-making processes so that all people may participate in decisions that affect their lives and property.

Policy 12.1.2.1 The City shall comply with all requirements for public notice, and shall implement its adopted enhanced notice and public outreach requirements, including a developer meeting for significant projects.

Policy 12.1.2.2 The City shall periodically review notice and public outreach requirements and best practices in support of process transparency and to effectively utilize current technology.

Policy 12.1.2.3 The City shall implement its public hearing and affected party procedures adopted in the land development regulations to ensure transparency for decision makers, applicants and affected parties in accordance with federal and state law.



DATE: May 3, 2023

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

FROM: William Waters, Director Community Sustainability

MEETING: May 10 & May 24, 2023

SUBJECT: **Ordinance 2023-10:** Consideration of an ordinance amending the City’s Comprehensive Plan to adopt a new property rights element as required by F.S. 163.3177(6)(i.).

PROPOSAL / BACKGROUND/ ANALYSIS:

On June 28, 2021, the Governor signed into law House Bill 59, which amended statutory provisions regarding optional and required comprehensive plan elements by creating a new required property rights element (F.S. 163.3177(6)(i.)). As of July 1, 2021, all local governments must adopt this element as part of their comprehensive plans by the next proposed plan amendment, or the date of the next scheduled evaluation and appraisal of their comprehensive plan. The Florida Department of Economic Opportunity (DEO) has informed the City that any future amendments to its comprehensive plan, including the Future Land Use Map, cannot be adopted until the adoption of a property rights element occurs.

This new required element must include policies consistent with the legislative intent that local governments respect “judicially acknowledged and constitutionally protected private property rights” in local decision-making. Further, F.S. 163.3177(6)(i.) provides the following statement of rights to be included in the element:

The following rights shall be considered in local decisionmaking:

1. *The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.*
2. *The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.*
3. *The right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.*
4. *The right of a property owner to dispose of his or her property through sale or gift.*
(Reference: F.S. 163.3177(6)(i.)1.)

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission transmit to DEO and subsequently adopt Ordinance 2023-10.

POTENTIAL MOTION:

I move to **RECOMMEND/NOT RECOMMEND** TO THE CITY COMMISSION TO ADOPT the proposed Comprehensive Plan text amendment included in Ordinance 2023-10.

Attachments

- A. Draft Ordinance 2023-10

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: City Attorney

TITLE:

Consideration of an Amended and Restated Purchase and Sale Agreement with the Lake Worth Beach Redevelopment Agency (CRA) for properties located at 1602 Lake Avenue and 15 North B Street

SUMMARY:

An amendment and restatement of an original purchase and sale agreement with the LWB CRA for properties located at 1602 Lake Avenue and 15 North B Street, more commonly known as the circle properties in furtherance of redevelopment as The Perch

BACKGROUND AND JUSTIFICATION:

At its meeting of Tuesday, May 5, 2020, the City Commission approved unanimously under the Consent Agenda an original purchase and sale agreement with the LWB CRA for properties located at 1602 Lake Avenue and 15 North B Street, more commonly known as the circle properties. The agreement came about as part of a code compliance mediation settlement involving these two properties as well as two others. The original mediation settlement and an amendment to it are provided as additional information.

The amendment is being sought because the original date for a closing for the properties between the CRA and a developer did not occur by August 3, 2021. The proposed project was delayed due to a variety of uncontrollable issues, including but not limited to the CoVid pandemic. The project, known as The Perch, is proposed to be developed on the two properties in question as well as 7 North B Street. The CRA has a development agreement in place to support The Perch project, and the City through its Planning and Zoning Board has provided the necessary zoning entitlements for the project to move forward. They were granted back in late 2022. The proposed amendment will allow The Perch project to move to the next step in requesting building permits by facilitating the City transferring its ownership interests in the two properties to the LWB CRA, who in turn will provide the properties to the developer of The Perch. A signed copy of a purchase and sales agreement amendment between the CRA and the developer, Inhabit Property Group, is provided.

MOTION:

Move to approve/disapprove an amended and restated original Purchase and Sale Agreement with the Lake Worth Beach Redevelopment Agency (CRA) for properties located at 1602 Lake Avenue and 15 North B Street

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Amended and Restated Purchase and Sale Agreement
First Amendment - CRA and Developer
Original Agreement
Mediation Settlement Agreement
First Amendment to Mediation Settlement
Original Agenda Item

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (hereinafter the “Agreement”) is made on this _____ day of _____, 2023 and entered into by and between the **LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., or its successors and assigns (hereinafter the “PURCHASER”), whose address is 1121 Lucerne Avenue, Lake Worth Beach, FL 33460, and the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, (hereinafter the “SELLER”).whose address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460.

W I T N E S S E T H:

WHEREAS, on or about October 29, 2019, the SELLER entered into a settlement agreement with the owner of 7 North B. Street, Lake Worth (“7 North B Property”), to facilitate the development of the SELLER’s property located at 1602 Lake Avenue and 15 North B Street, which lay on either side of the 7 North B Property (all three parcels collectively referred to as the “Project Property”); and

WHEREAS, in order to develop the Project Property, the PURCHASER agreed to facilitate the issuance of a Request for Proposals (“RFP”), and to enter into an Agreement with the successful, qualified proposer to develop the Project Property; and

WHEREAS, in order to proceed with the RFP process, the SELLER and PURCHASER entered into a Purchase and Sale Agreement on May 5, 2020 (the “Original Agreement”) in order to allow the PURCHASER to issue the RFP, and ultimately negotiate and enter into a Development Agreement with the successful, qualified proposer; and

WHEREAS, on July 31, 2020, the PURCHASER issued an RFP for the development of the Project Property, and awarded the RFP to Inhabit Property Group for the development of the Project Property, and the adjacent parcel located at 7 North B Street, Lake Worth Beach; and

WHEREAS, on April 13, 2021, the PURCHASER entered into a Purchase and Sale and a Development Agreement with Inhabit Property Group, LLC for the development of the Project Property and 7 North B Street; and

WHEREAS, as provided in the Original Agreement, the agreed upon closing date

for the Project Property was to be thirty (30) days after the issuance of building permits, but no later than August 3, 2021; and

WHEREAS, due to construction around the “circle” along the west boundary of the Project Property by the State of Florida Department of Transportation, and the need to ensure that the neighboring community reviewed and approved the plans for the development on the Project Property, the PURCHASER’s Board of Commissioners did not approve the site plan for the development until March 8, 2022; and

WHEREAS, following approval of the site plan, the developer presented the site plan to the neighborhood stakeholders, and to the SELLER; and

WHEREAS, on December 14, 2022, the City of Lake Worth Beach Planning and Zoning Board approved the site plan for the development known as “The Perch” to be constructed on the Project Property; and

WHEREAS, the SELLER and PURCHASER desire to restate and amend the Original Agreement in order to extend the date for closing to allow Inhabit Property Group to apply for building permits for The Perch; and

WHEREAS, in the event the developer is unable to obtain the required building permits by February 1, 2024 to develop the Project Property, the PURCHASER and SELLER agree that this Agreement shall terminate.

In consideration of the mutual agreements, and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the following meanings:

1.1. Property. That certain property located at 15 North B Street and 1602 Lake Avenue, Lake Worth Beach, Florida, which Property is more particularly described with the legal description in **Exhibit “A,”** attached hereto and made a part hereof.

1.2. Closing. The delivery of a General Warranty Deed to PURCHASER concurrently with the delivery of the purchase price and other cash consideration to SELLER.

1.3. Closing Date. The Closing Date shall occur contemporaneously with the closing of the sale of the Project Property, to a qualified developer, subject to any extensions agreed to by the parties.

1.4. Deed. A General Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.5. Earnest Money. The sum of One Hundred and 00/100 (\$100.00) which is to be delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 of this Agreement.

1.6. Effective Date means the date that the SELLER executes this Agreement and delivers an unaltered counterpart hereof to the PURCHASER.

1.7. Escrow Agent means Weiss Serota Helfman Cole & Bierman, P.L., 2255 Glades Road, Suite 200-E, Boca Raton, FL 33431.

1.8. PURCHASER's Address. Purchaser's mailing address is 1121 Lucerne Avenue, Lake Worth Beach, Florida 33460.

1.9. SELLER's Address. Seller's mailing address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460.

1.10. Other Definitions. The terms defined in this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE

2.1. Subject to the provisions of this Agreement, the SELLER hereby agrees to sell the Property to PURCHASER, and PURCHASER hereby agrees to purchase the Property from SELLER for the total purchase price of One Hundred and 00/100 Dollars (\$100.00), upon and subject to the terms and conditions set forth herein.

2.2. Earnest Money. PURCHASER, within three (3) calendar days after the Effective Date, shall deposit and cause to be placed in an escrow account maintained by Weiss Serota Helfman Cole & Bierman, PL ("Escrow Agent") an amount of One Hundred and 00/100 Dollars (\$100.00) ("Earnest Money). Purchaser's obligation to close the transaction in accordance with the provisions of this Agreement is contingent upon the SELLER's ability to deliver good and marketable title for the Property in accordance

herewith. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money held by the Escrow Agent. At Closing, a copy of the closing statement signed by the SELLER and the PURCHASER shall be conclusive evidence of the SELLER's right to receive the Earnest Money deposit.

2.3. PURCHASER shall pay the balance of the Purchase Price, if any, to SELLER, net of applicable prorations, at Closing by readily negotiable funds drawn on a financial institution pursuant to the terms of this Agreement or by wire transfer to an account identified in writing by SELLER.

2.4. The Purchase includes:

- 2.4.1. All buildings and improvements located on the Property;
- 2.4.2. All fixtures and articles of personal property, if any attached to or used in connection with the Property as more particularly identified on **Exhibit "B"** (personal property) as provided by SELLER, which is attached hereto and made a part hereof. SELLER represents that such fixtures and articles are paid for and are owned by SELLER free and clear of any lien or encumbrance;
- 2.4.3. All right-of-ways, alleys, privileges, easements and appurtenances which are on or benefit all the Property;
- 2.4.4. To the extent transferable, all licenses, permits, approvals, and other governmental authorizations relating to the operation use or occupancy of the Property (including those all licenses, permits, approvals, and other governmental authorizations obtained by PURCHASER hereunder) and in effect as of the Closing Date and all contracts and leases, if applicable, with respect to the Property;
- 2.4.5. The conveyance also includes any right to any unpaid award relative to the Property to which the SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of the SELLER and, (2) for any damage to the Property due to change of grade of any street or highway. SELLER shall deliver to PURCHASER at Closing, or thereafter on demand,

proper instruments for the conveyance of title and the assignment and collection of award and damages;

2.4.6. All development rights, if any, including but not limited to entitlements, water and sewer connection rights, air rights, mineral rights, any impact fee credits previously paid, concurrency rights, zoning rights, guaranties and warranties, if any, and any other intangible rights, if any, associated with the Property and all of SELLER's right, title and interest in any and all consents, authorizations, variances and waivers, licenses, permits and approvals (including vested rights) from any governmental or quasi-governmental authorities relating to the Property (and the development of same);

2.4.7. All of SELLER's right, title and interest in and to the rights related to the Property (and the development of same), which shall be identified as all water and sewer connections, water wells and other sources of water, water permits, irrigation systems, pumping facilities and pipelines related thereto.

3. INSPECTIONS.

3.1. PURCHASER shall have fifteen (15) days, the "Inspection Period," to determine (a) whether or not the Property is satisfactory for PURCHASER's purposes in PURCHASER's sole and absolute discretion, and (b) whether or not the Property has adequate water, waste water, electric, telephone services available and that all federal, state, county and local laws, rules and regulations have been and are currently being complied with relative to the Property.

3.2. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspections. The scope of the inspections shall be determined by the PURCHASER as deemed appropriate under the circumstances. In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during this Inspection Period prove unsatisfactory in any fashion, the PURCHASER, at PURCHASER's sole discretion, shall be entitled to terminate this Agreement prior to the end of the fifteen (15) day Inspection Period and PURCHASER also agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and

expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of PURCHASER during inspections that are done pursuant hereto. PURCHASER will provide written notice by mail or facsimile to SELLER and/or SELLER's counsel and receive an immediate refund of all Earnest Money deposits plus interest paid hereto in the event the PURCHASER determines that the Property is unsuitable during the Inspection Period or proceed to Closing as set forth herein.

3.3. REAL PROPERTY SOLD AS IS, WHERE IS RELEASE: SELLER makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by SELLER at Closing in accordance with this Agreement, and SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The PURCHASER specifically acknowledges and agrees that SELLER shall sell and PURCHASER shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the SELLER's representations and warranties specifically set forth in this Agreement, PURCHASER is not relying on any representation or warranties of any kind whatsoever, express or implied, from SELLER, its agents, officers, or employees, as to any matters concerning the Property including, without limitation any matters relating to (i) the quality, nature, adequacy, or physical condition of the Property; (ii) the quality, nature, adequacy or physical condition of soils, fill, geology, or any groundwater; (iii) the existence, quality, nature, adequacy or physical condition of utilities serving the Property; (iv) the development potential, income potential, expenses of the Property; (v) the Property's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property; (viii) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including without limitation, environmental person or entity, environmental laws; (ix) the presence of Hazardous Materials, as defined herein, or any other

hazardous or toxic matter on, under or about the Property or adjoining or neighboring property; (x) the freedom of the Property from latent or apparent defects; (xi) peaceable possession of the Property; (xii) environmental matters of any kind or nature whatsoever relating to the Property; (xiii) any development order or agreement, or (xiv) any other matter or matters of any nature or kind whatsoever relating to the Property.

3.4. As used herein, the term “Hazardous Materials” means (i) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as “hazardous substances,” “hazardous materials,” “toxic substances” or “solid waste”, (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

3.5. At any time prior to completion of the Inspection Period, for any reason, or for no reason, PURCHASER shall be entitled to terminate this Agreement by providing written notice by mail, overnight delivery service, or by facsimile to SELLER and/or SELLER's counsel, at any time prior to 5:00 p.m. Florida time on that date which is the second business day next following the expiration of the Inspection Period and receive an immediate refund of the Earnest Money and neither party shall have any further rights, liabilities or obligations under this Agreement. In the event that PURCHASER fails to provide a timely notice of termination, this Agreement shall not terminate and the PURCHASER and SELLER shall proceed to Closing as set forth herein. Except for matters related to SELLER's negligence, PURCHASER does hereby agree to hold SELLER harmless from any damages to personal injury or to the Property during inspections conducted on the Property.

3.6. PURCHASER's right to inspect and enter onto the Property during the Inspection Period is expressly conditioned upon PURCHASER's covenant to protect SELLER from the filing of any liens against the Property. In the event that any claims of lien are filed against the Property as a result of work performed or requested by PURCHASER, the PURCHASER shall either pay the sum claimed by the lienor or bond such claim of lien in the manner permitted by law within five (5) business days after PURCHASER receives written notice of the existence of the lien.

3.7. Except as otherwise provided herein, all inspections shall be conducted and completed during the Inspection Period. In the event PURCHASER elects not to terminate this Agreement as provided herein, PURCHASER may continue to have access to the Property after the expiration of the Inspection Period upon reasonable notice to SELLER for all purposes PURCHASER may desire or deem necessary.

4. SELLER'S REPRESENTATIONS AND COVENANTS. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, (ii) shall be true on the Closing Date, and (iii) shall survive the Closing: In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

4.1. At all times prior to Closing, SELLER shall keep the Property free and clear of any and all liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing.

4.2. There are no pending or to SELLER's knowledge contemplated condemnation proceedings affecting the Property or any part thereof.

4.3. No individual, general or limited partnership, limited liability partnership or company, corporation, trust, estate, real estate investment trust, association or any other entity has or is entitled to possession of any part of the Property.

4.4. The Property is vacant and no tenant or other occupant, no licensor or franchisor and no other person, firm, corporation, or other entity has any right or option to lease or acquire the Property or any portion thereof. PURCHASER has the exclusive right to purchase the Property and SELLER shall not engage in any negotiations with or solicit offers from any other party relating to the lease or sale of the Property.

4.5. SELLER has not received any written notice claiming that the Property or any method of operation of the Property is in violation ("Violation") of any applicable law, ordinance, code, rule, order, regulation or requirement of any governmental authority, including environmental laws, the requirements of any local board of fire underwriters (or other body exercising similar functions) and SELLER further represents that the Property shall be delivered free of any Violation at Closing.

4.6. SELLER shall not encumber the Property, file any application to change the current zoning or land use of the Property unless requested by PURCHASER, or enter into any contracts relating to the Property unless subject to thirty (30) day termination provisions.

4.7. All activities at the Property have been conducted in compliance with all statutes, ordinances, regulations, orders, and requirements of common law concerning (A) those activities; (B) repairs or construction of any improvements; (C) handling of any materials; (D) discharges to the air, soil, surface water, or groundwater; and (E) storage, treatment, or disposal of any waste at or connected with any activity at the Property.

4.8. To the best of SELLER's knowledge, no Hazardous Materials are present on, over or under the Property, or are migrating from any premises adjacent to the Property, nor have they been generated, stored, reacted, disposed of, discharged, released, emitted or otherwise handled on, over, under, from or any manner affecting the Property or any premises adjacent to the Property. As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances," "hazardous materials," "toxic substances" or "solid waste", (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or

substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

4.9. From and after the Effective Date, SELLER shall maintain the Property and shall cause the Property to be maintained in a manner consistent with past practices and in a manner fully compliant with applicable law and the terms of this Agreement and the SELLER shall reasonably endeavor to prevent the introduction of any Hazardous Materials onto the Property and the SELLER shall reasonably endeavor to prevent the release of any Hazardous Materials onto the Property, and the PURCHASER shall have and is hereby granted the right to enter upon the Property to confirm the compliance of the SELLER with the foregoing duties and obligations. Any notices received by SELLER concerning an environmental condition, condemnation, code violation or other matter concerning the Property shall promptly be sent to PURCHASER. SELLER will not (i) mortgage or subject any of the Property to a lien or other encumbrance that is not discharged on or prior to Closing, (ii) permit any construction lien for work performed or materials supplied to attach against any other property, (iii) execute or cause to permit to be placed of record any document affecting title to any portion of the Property, nor shall SELLER execute, record or acquiesce to any new encumbrance affecting the Property or any amendment/supplement to any existing agreement or instrument which encumbers the Property, or (iv) enter into or subject any portion of the Property to any option contract, sales contract, or any other agreement pursuant to which any party shall have any right to occupy any portion of the Property that would be binding on PURCHASER or the Property upon consummation of the transaction contemplated herein.

4.10. SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder.

4.11. SELLER warrants that it will not, between the Effective Date and the Closing, without PURCHASER's prior written consent, create by its consent any encumbrances on the Property. For purposes of this provision, the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way or leases.

5. EVIDENCE OF TITLE.

5.1. Title to the Property. SELLER shall convey title to the Property,

including all easements and restrictions of record with the exception of the encroachment(s), if any, to PURCHASER at Closing by delivery of the Deed, and such title shall be good and marketable and free and clear of all liens, assessments, restrictions, encumbrances, easements, leases, tenancies, claims or rights of use or possession and other title objects, except as otherwise set forth herein. PURCHASER shall, during the Inspection Period, secure a title insurance commitment issued by a title insurance underwriter committing to insure PURCHASER'S title to the Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

5.2. PURCHASER shall have ten (10) calendar days from the date of receiving the title commitment to examine said commitment. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER shall, within ten (10) days of receipt of said commitment, notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing (the "Cure Notice") stating either (i) that the objection has been cured and, in such case, enclosing evidence of such cure to PURCHASER's satisfaction with the requirement that SELER is obligated to cure any objection that can be cured by the payment of money and (ii) if SELLER is unable to cure such objection that cannot be cured by the payment of money, despite the good faith efforts of the SELLER to effectuate the cure, within the time period set forth in the preceding sentence despite the good faith efforts of the SELLER, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a Cure Notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to PURCHASER; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

5.3. Survey and Legal Description. During the Inspection Period, PURCHASER may order: (i) a current survey ("current" is defined to be certified within thirty (20) days of the Effective Date), prepared by a registered land surveyor or engineer

licensed in the State of Florida showing the boundaries of the Property, and the location of any easements and other matters as reflected on Schedule B II of the title commitment thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld, conditioned or delayed), shall be the legal description used in the Deed. The survey shall be certified to SELLER, PURCHASER and the title insurance company issuing the title insurance.

6. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of its knowledge that all of the following are true and correct as of Closing:

6.1 PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

6.2 The execution and delivery of this Agreement and the performance by PURCHASER of the obligations hereunder have been duly authorized by the PURCHASER as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the PURCHASER.

6.3 The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the organizational documents of PURCHASER and do not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which PURCHASER is a party.

6.4 All of the representations, warranties and covenants of PURCHASER contained in this Agreement shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made on the Closing Date.

6.5 No action by any federal, state, municipal or other governmental department, board, bureau or instrumentality is necessary to make this Agreement a valid

instrument binding upon PURCHASER in accordance with its terms and conditions.

6.6 PURCHASER shall indemnify, hold harmless and defend SELLER against all claims, demands, losses, liabilities, costs and expenses, including attorney's fees, imposed upon or accruing against SELLER as a result of the representations contained in this Section 6 not being true and correct in all material respects.

7. TRANSFER OF TITLE SUBJECT TO.

Except as otherwise set forth, the Property shall be conveyed subject only to water lines, sanitary sewer, drainage, gas distribution, electrical and telephone easements of record. It shall be the sole and exclusive responsibility of the PURCHASER to coordinate with the City of Lake Worth Beach to relocate any utilities, and any such relocation costs and expenses shall be borne by the PURCHASER. In the event of any relocation of the utilities within the Property, PURCHASER shall provide to the City of Lake Worth Beach or the appropriate service provider, if applicable, easements for the relocated utilities.

8. RISK OF LOSS.

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the Deed is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed by fire or other casualty then the PURCHASER shall proceed to close the transaction contemplated herein. In the event the damage results in increased costs to PURCHASER relating to demolition costs, Hazardous Material abatement costs, or both, as determined during the Inspection Period, or prior to the Closing Date the insurance proceeds equal to the amount of said increase in costs shall be paid to the PURCHASER and PURCHASER shall be entitled to a credit against the Purchase Price for any deductible not paid to PURCHASER.

9. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences ("Conditions Precedents") shall be a condition precedent to PURCHASER'S obligation to close this transaction:

9.1 That the PURCHASER has not notified the SELLER that it has deemed the Property to be unsuitable for its intended purpose as a result of the Investigations conducted on the Property during the Inspection Period.

9.2 SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey clear and marketable title of the Property to PURCHASER, prior to closing.

9.3 Approval of this Agreement by the Lake Worth Beach City Commission.

9.4 Approval of this Agreement by the Lake Worth Beach Community Redevelopment Agency Board of Commissioners.

10. CLOSING DOCUMENTS.

10.1 At Closing, SELLER shall deliver to PURCHASER a General Quit Claim Deed, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

11. CLOSING COSTS, TAXES AND PRORATIONS.

11.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Palm Beach County Revenue Collector. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

11.2 SELLER'S Closing Costs. SELLER shall pay for the following items prior to or at Closing:

11.2.1 Cost and expense related to updating the title and providing marketable title as provided herein.

11.3 PURCHASER'S Closing Costs. PURCHASER shall pay for the following items prior to or at Closing,

11.3.1 Costs associated to appraisals, survey, environmental reports (phase I

and phase II)

11.3.2 Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes;

11.3.3 Title Update and Owner's Title Insurance Policy

11.3.4 Recording fees of the Quit Claim Deed, , and any other instrument as required to be recorded in the Public Records.

12. CLOSING DATE AND PLACE.

The Closing shall occur on the date noticed by PURCHASER to SELLER, but in no event later than the date of the closing of the sale of the Project Property, at the offices of the PURCHASER's attorney. In the alternative, the parties agree to provide for a closing by courier and wire transfer of funds necessary for Closing. Unless extended by the parties, in the event the Closing does not occur prior to February 24, 2024, this Agreement shall terminate, and the parties shall have no further obligations related hereto.

13. DEFAULT.

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies, which shall include the return of the earnest money, and accrued interest as liquidated damages or equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER's sole and entire remedy shall be restricted to retention of the earnest money.

14. CONTINGENCIES. PURCHASER's obligations under the Agreement are contingent upon the following:

14.1 That the PURCHASER is fully satisfied with its due diligence investigation conducted during the Inspection Period.

14.2 The conveyance of clear and marketable title to the Property.

14.3 That the environmental audit, if any, is satisfactory and acceptable to PURCHASER.

15. ENFORCEABILITY.

If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall be determined to be unenforceable by a court of competent jurisdiction (the "Offending Provision"), then the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. NOTICES.

Except as otherwise provided herein, all written notices shall be effective upon the actual receipt or first refusal of the addressee to accept delivery after having been sent by reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the following addresses:

PURCHASER: Lake Worth Beach Community Redevelopment Agency
1121 Lucerne Avenue
Lake Worth, Florida 33460
Attn: Joan Oliva, Executive Director

With Copy to: David N. Tolces, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431
Telephone: (561) 835-2111
Fax: (954) 764-7770

SELLER: City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, Florida 33460
Attn: Michael Bornstein, City Manager

With copy to: Glen J. Torcivia, City Attorney
7 N. Dixie Highway
Lake Worth Beach, Florida 33460

ESCROW AGENT: Weiss Serota Helfman Cole & Bierman, P.L.
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431
Telephone: (561) 835-2111

17. EFFECTIVE DATE.

This Agreement shall be deemed effective as of the Effective Date.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Palm Beach County, Florida.

19. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

20. NO ORAL CHANGE.

This Agreement may not be changed or amended orally.

21. SUCCESSORS.

This Agreement shall apply to and bind the successors and assigns of SELLER and PURCHASER. The PURCHASER may not assign this agreement without first obtaining the written approval of the SELLER, which approval shall not be unreasonably withheld.

22. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be and shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures thereon shall be considered for all purposes as originals.

23. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be

obtained from your county health unit.

24. ATTORNEYS' FEES.

If for any reason a party initiates any legal or equitable action to secure, protect or enforce its rights under this Agreement, each party shall be responsible for its own costs and expenses incurred by it, including, without limitation, arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any suit, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:

WITNESS:

SELLER:

CITY OF LAKE WORTH BEACH,
a Florida municipal corporation

Witness:

Print Name:

By: Betty Resch, Mayor

Signed on: _____

Attest:

Approved as to Legal Sufficiency:

Melissa Ann Coyne, CMC, City Clerk

Glen J. Torcivia, City Attorney

PURCHASER:
LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY

Witness

By: _____
Brendan Lynch, Chair

By: _____
Joan Oliva, Executive Director

Witness

Date: _____, 2023.

ESCROW AGENT:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

By: _____

Title: _____

Date: _____, 2023.

EXHIBIT "A"
LEGAL DESCRIPTION

(SUBJECT TO VERIFICATION BY SURVEY THAT THE AFOREMENTIONED PARCELS OF REAL PROPERTY ARE: a) CONTIGUOUS, AND b) CONSTITUTE, IN THE AGGREGATE, ALL REAL PROPERTY WHICH IS THE SUBJECT OF THE RFP)

Address: 15 North B Street, Lake Worth Beach, Florida

Property Control Number: 38-43-44-21-15-501-0030

Address: 1602 Lake Avenue, Lake Worth Beach, Florida

Property Control Number: 38-43-44-21-15-501-0060

FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("First Amendment") is made to be effective as of this 15 day of March, 2023, by and between LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., or its successors and assigns (hereinafter referred to as "Seller"), and INHABIT PROPERTY GROUP, LLC, a Florida limited liability company and or its assigns, its successors and assigns (hereinafter referred to as "Purchaser").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement with an Effective Date of April 13, 2021 (the "Original Agreement") for the following described property;

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, the parties hereto desire to amend the Original Agreement as set forth herein in order to extend the termination date.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations herein acknowledged and received, the parties agree as follows:

1. Recitals; Terms. The foregoing recitals are true and correct and are incorporated herein. Capitalized terms not defined herein will have the meaning ascribed to them in the Agreement.

2. Section 17 of the Agreement is hereby amended in its entirety to read as follows:

17. TERMINATION.

17.1. In the event the PURCHASER fails to close on this transaction within two hundred ten (210) days after full execution of this First Amendment by the PURCHASER and SELLER ("Outside Closing Date"), plus any additional time permitted due to delays under this and the Development Agreement attached to this Agreement (as said Development Agreement may be amended from time to time), then the SELLER shall have the right to terminate this Agreement, in which event Escrow Agent shall return the Earnest Money to PURCHASER, and this Agreement shall be of no further force or effect except with respect to those matters that expressly survive termination hereof. Prior to terminating the Agreement, the SELLER shall provide the PURCHASER with thirty (30) days' written notice of its intent to terminate the Agreement ("Termination Notice"). Following receipt of the Termination Notice, the PURCHASER shall have the right to extend the Outside Closing Date for a period of up to ninety (90) days by providing written notice to SELLER within the thirty (30) day period as provided in the Termination Notice. The written notice shall include reasonable proof of PURCHASER's good faith, continuous efforts to comply with the required

conditions prior to closing the transaction. SELLER's consent to such extension shall not be unreasonably withheld.

17.2 The SELLER's Executive Director shall, upon good cause shown by the PURCHASER, extend the Outside Closing Date for a total time period of not to exceed ninety (90) days. Any request to extend the Outside Closing Date beyond ninety (90) days shall be submitted to the SELLER's Board of Commissioners for approval.

17.3 The SELLER shall have the right to terminate this Agreement if the PURCHASER does not close prior to the later of (a) the expiration of the thirty (30) day period stated in the Termination Notice, or (b) the Outside Closing Date (as may be extended pursuant to this Agreement) and upon such termination the Earnest Money shall be released in accordance with Section 17.1 above.

3. Agreement in Full Force and Effect. Except as modified by this Amendment, the Original Agreement shall otherwise remain in full force and effect in accordance with its terms.

4. Counterparts; Electronic Delivery. This Amendment may be executed in counterparts, each of which, when executed, shall be deemed an original. Electronic transmission of signatures of the parties shall be deemed legally binding and enforceable against the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

SELLER:

LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY, a Florida public
body corporate and politic created
pursuant to Section 163.356 F.S.

By: _____

Brendan Lynch, Chair

By: _____

Joan Oliva, Executive Director

PURCHASER:

INHABIT PROPERTY GROUP, LLC, a Florida limited
liability company

By: _____

Timothy J. Carey, Manager

Exhibit "A"
Legal Description

(SUBJECT TO VERIFICATION BY SURVEY THAT THE AFOREMENTIONED PARCELS OF REAL PROPERTY ARE:
a) CONTIGUOUS, AND b) CONSTITUTE, IN THE AGGREGATE, ALL REAL PROPERTY WHICH IS THE SUBJECT
OF THE RFP)

Address: 7 North B Street, Lake Worth Beach
Property Control Number: 38-43-44-21-15-501-0040

Address: 15 North B Street, Lake Worth Beach
Property Control Number: 38-43-44-21-15-501-0030

Address: 1602 Lake Avenue, Lake Worth Beach
Property Control Number: 38-43-44-21-15-501-0060

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter the "Agreement") is made on this 5th day of May, 2020, and entered into by and between the **LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., or its successors and assigns (hereinafter the "PURCHASER"), whose address is 1121 Lucerne Avenue, Lake Worth Beach, FL 33460, and the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (hereinafter the "SELLER"), whose address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460.

WITNESSETH:

WHEREAS, on or about October 29, 2019, the SELLER entered into a settlement agreement with the owner of 7 North B. Street, Lake Worth ("7 North B Property"), to facilitate the development of the SELLER's property located at 1602 Lake Avenue and 15 North B Street, which lay on either side of the 7 North B Property (all three parcels collectively referred to as the "Project Property"); and

WHEREAS, in order to develop the Project Property, the PURCHASER agreed to facilitate the issuance of a Request for Proposals ("RFP"), and to enter into an agreement with the successful, qualified proposer to develop the Project Property; and

WHEREAS, in order to proceed with the RFP process, the SELLER and PURCHASER desire to enter into this Agreement that will allow the PURCHASER to issue the RFP, and ultimately negotiate and enter into a Development Agreement with the successful, qualified proposer; and

WHEREAS, in the event the PURCHASER does not enter into a Development Agreement with a proposer to develop the Project Property, the PURCHASER and SELLER agree that this Agreement shall terminate.

In consideration of the mutual agreements, and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the following

meanings:

1.1. Property. That certain property located at 15 North B Street and 1602 Lake Avenue, Lake Worth Beach, Florida, which Property is more particularly described with the legal description in **Exhibit "A,"** attached hereto and made a part hereof.

1.2. Closing. The delivery of a General Warranty Deed to PURCHASER concurrently with the delivery of the purchase price and other cash consideration to SELLER.

1.3. Closing Date. The Closing Date shall occur contemporaneously with the closing of the sale of the Project Property, to a qualified developer, subject to any extensions agreed to by the parties.

1.4. Deed. A General Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.5. Earnest Money. The sum of One Hundred and 00/100 (\$100.00) which is to be delivered from PURCHASER to Escrow Agent pursuant to Section 2.1 of this Agreement.

1.6. Effective Date means the date that the SELLER executes this Agreement and delivers an unaltered counterpart hereof to the PURCHASER.

1.7. Escrow Agent means Weiss Serota Helfman Cole & Bierman, P.L., 1200 N. Federal Highway, Suite 312, Boca Raton, FL 33432.

1.8. PURCHASER's Address. Purchaser's mailing address is 1121 Lucerne Avenue, Lake Worth Beach, Florida 33460.

1.9. SELLER's Address. Seller's mailing address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460.

1.10. Other Definitions. The terms defined in this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE

2.1. Subject to the provisions of this Agreement, the SELLER hereby agrees to sell the Property to PURCHASER, and PURCHASER hereby agrees to purchase the Property from SELLER for the total purchase price of One Hundred and 00/100 Dollars (\$100.00), upon and subject to the terms and conditions set forth herein.

2.2. Earnest Money. PURCHASER, within three (3) calendar days after the Effective Date, shall deposit and cause to be placed in an escrow account maintained by Weiss Serota Helfman Cole & Bierman, PL (“Escrow Agent”) an amount of One Hundred and 00/100 Dollars (\$100.00) (“Earnest Money”). Purchaser’s obligation to close the transaction in accordance with the provisions of this Agreement is contingent upon the SELLER’s ability to deliver good and marketable title for the Property in accordance herewith. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money held by the Escrow Agent. At Closing, a copy of the closing statement signed by the SELLER and the PURCHASER shall be conclusive evidence of the SELLER’s right to receive the Earnest Money deposit.

2.3. PURCHASER shall pay the balance of the Purchase Price, if any, to SELLER, net of applicable prorations, at Closing by readily negotiable funds drawn on a financial institution pursuant to the terms of this Agreement or by wire transfer to an account identified in writing by SELLER.

2.4. The Purchase includes:

2.4.1. All buildings and improvements located on the Property;

2.4.2. All fixtures and articles of personal property, if any attached to or used in connection with the Property as more particularly identified on **Exhibit “B”** (personal property) as provided by SELLER, which is attached hereto and made a part hereof. SELLER represents that such fixtures and articles are paid for and are owned by SELLER free and clear of any lien or encumbrance;

2.4.3. All right-of-ways, alleys, privileges, easements and appurtenances which are on or benefit all the Property;

- 2.4.4. All right, title and interest, if any, of SELLER in any property lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining property to the center line thereof;
- 2.4.5. To the extent transferable, all licenses, permits, approvals, and other governmental authorizations relating to the operation use or occupancy of the Property (including those all licenses, permits, approvals, and other governmental authorizations obtained by PURCHASER hereunder) and in effect as of the Closing Date and all contracts and leases, if applicable, with respect to the Property;
- 2.4.6. The conveyance also includes any right to any unpaid award relative to the Property to which the SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of the SELLER and, (2) for any damage to the Property due to change of grade of any street or highway. SELLER shall deliver to PURCHASER at Closing, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of award and damages;
- 2.4.7. All development rights, if any, including but not limited to entitlements, water and sewer connection rights, air rights, mineral rights, any impact fee credits previously paid, concurrency rights, zoning rights, guaranties and warranties, if any, and any other intangible rights, if any, associated with the Property and all of SELLER's right, title and interest in any and all consents, authorizations, variances and waivers, licenses, permits and approvals (including vested rights) from any governmental or quasi-governmental authorities relating to the Property (and the development of same);
- 2.4.8. All of SELLER's right, title and interest in and to the rights related to the Property (and the development of same), which shall be identified as all water and sewer connections, water wells and other sources of water, water permits, irrigation systems, pumping facilities and pipelines related thereto.

3. INSPECTIONS.

3.1. PURCHASER shall have fifteen (15) days, the "Inspection Period," to determine (a) whether or not the Property is satisfactory for PURCHASER's purposes in PURCHASER's sole and absolute discretion, and (b) whether or not the Property has adequate water, waste water, electric, telephone services available and that all federal, state, county and local laws, rules and regulations have been and are currently being complied with relative to the Property.

3.2. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspections. The scope of the inspections shall be determined by the PURCHASER as deemed appropriate under the circumstances. In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during this Inspection Period prove unsatisfactory in any fashion, the PURCHASER, at PURCHASER's sole discretion, shall be entitled to terminate this Agreement prior to the end of the fifteen (15) day Inspection Period and PURCHASER also agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of PURCHASE during inspections that are done pursuant hereto. PURCHASER will provide written notice by mail or facsimile to SELLER and/or SELLER's counsel and receive an immediate refund of all Earnest Money deposits plus interest paid hereto in the event the PURCHAER determines that the Property is unsuitable during the Inspection Period or proceed to Closing as set forth herein.

3.3. REAL PROPERTY SOLD AS IS, WHERE IS RELEASE: SELLER makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by SELLER at Closing in accordance with this Agreement, and SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The

PURCHASER specifically acknowledges and agrees that SELLER shall sell and PURCHASER shall purchase the Property on an “AS IS, WHERE IS, AND WITH ALL FAULTS” basis and that, except for the SELLER’s representations and warranties specifically set forth in this Agreement, PURCHASER is not relying on any representation or warranties of any kind whatsoever, express or implied, from SELLER, its agents, officers, or employees, as to any matters concerning the Property including, without limitation any matters relating to (i) the quality, nature, adequacy, or physical condition of the Property; (ii) the quality, nature, adequacy or physical condition of soils, fill, geology, or any groundwater; (iii) the existence, quality, nature, adequacy or physical condition of utilities serving the Property; (iv) the development potential, income potential, expenses of the Property; (v) the Property’s value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property; (viii) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including without limitation, environmental person or entity, environmental laws; (ix) the presence of Hazardous Materials, as defined herein, or any other hazardous or toxic matter on, under or about the Property or adjoining or neighboring property; (x) the freedom of the Property from latent or apparent defects; (xi) peaceable possession of the Property; (xii) environmental matters of any kind or nature whatsoever relating to the Property; (xiii) any development order or agreement, or (xiv) any other matter or matters of any nature or kind whatsoever relating to the Property.

3.4. As used herein, the term “Hazardous Materials” means (i) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those

substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as “hazardous substances,” “hazardous materials,” “toxic substances” or “solid waste”, (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

3.5. At any time prior to completion of the Inspection Period, for any reason, or for no reason, PURCHASER shall be entitled to terminate this Agreement by providing written notice by mail, overnight delivery service, or by facsimile to SELLER and/or SELLER's counsel, at any time prior to 5:00 p.m. Florida time on that date which is the second business day next following the expiration of the Inspection Period and receive an immediate refund of the Earnest Money and neither party shall have any further rights, liabilities or obligations under this Agreement. In the event that PURCHASER fails to provide a timely notice of termination, this Agreement shall not terminate and the PURCHASER and SELLER shall proceed to Closing as set forth herein. Except for matters related to SELLER's negligence, PURCHASER does hereby agree to hold SELLER harmless from any damages to personal injury or to the Property during inspections conducted on the Property.

3.6. PURCHASER's right to inspect and enter onto the Property during the Inspection Period is expressly conditioned upon PURCHASER's covenant to protect SELLER from the filing of any liens against the Property. In the event that any claims of lien are filed against the Property as a result of work performed or requested by PURCHASER, the PURCHASER shall either pay the sum claimed by the lienor or bond such claim of lien in the manner permitted by law within five (5) business days after PURCHASER receives written notice of the existence of the lien.

3.7. Except as otherwise provided herein, all inspections shall be conducted and completed during the Inspection Period. In the event PURCHASER elects not to terminate this Agreement as provided herein, PURCHASER may continue to have access to the Property after the expiration of the Inspection Period upon reasonable notice

to SELLER for all purposes PURCHASER may desire or deem necessary.

4. SELLER'S REPRESENTATIONS AND COVENANTS. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, (ii) shall be true on the Closing Date, and (iii) shall survive the Closing: In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

4.1. At all times prior to Closing, SELLER shall keep the Property free and clear of any and all liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing.

4.2. There are no pending or to SELLER's knowledge contemplated condemnation proceedings affecting the Property or any part thereof.

4.3. No individual, general or limited partnership, limited liability partnership or company, corporation, trust, estate, real estate investment trust, association or any other entity has or is entitled to possession of any part of the Property.

4.4. The Property is vacant and no tenant or other occupant, no licensor or franchisor and no other person, firm, corporation, or other entity has any right or option to lease or acquire the Property or any portion thereof. PURCHASER has the exclusive right to purchase the Property and SELLER shall not engage in any negotiations with or solicit offers from any other party relating to the lease or sale of the Property.

4.5. SELLER has not received any written notice claiming that the Property or any method of operation of the Property is in violation ("Violation") of any applicable law, ordinance, code, rule, order, regulation or requirement of any governmental authority, including environmental laws, the requirements of any local board of fire underwriters (or other body exercising similar functions) and SELLER further represents that the Property shall be delivered free of any Violation at Closing.

4.6. SELLER shall not encumber the Property, file any application to change the current zoning or land use of the Property unless requested by PURCHASER, or enter into any contracts relating to the Property unless subject to thirty (30) day termination provisions.

4.7. All activities at the Property have been conducted in compliance with all statutes, ordinances, regulations, orders, and requirements of common law concerning (A) those activities; (B) repairs or construction of any improvements; (C) handling of any materials; (D) discharges to the air, soil, surface water, or groundwater; and (E) storage, treatment, or disposal of any waste at or connected with any activity at the Property.

4.8. To the best of SELLER's knowledge, no Hazardous Materials are present on, over or under the Property, or are migrating from any premises adjacent to the Property, nor have they been generated, stored, reacted, disposed of, discharged, released, emitted or otherwise handled on, over, under, from or any manner affecting the Property or any premises adjacent to the Property. As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances," "hazardous materials," "toxic substances" or "solid waste", (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

4.9. From and after the Effective Date, SELLER shall maintain the Property and shall cause the Property to be maintained in a manner consistent with past practices and in a manner fully compliant with applicable law and the terms of this Agreement and the SELLER shall reasonably endeavor to prevent the introduction of any Hazardous Materials onto the Property and the SELLER shall reasonably endeavor to prevent the release of any Hazardous Materials onto the Property, and the PURCHASER shall have and is hereby granted the right to enter upon the Property to confirm the

compliance of the SELLER with the foregoing duties and obligations. Any notices received by SELLER concerning an environmental condition, condemnation, code violation or other matter concerning the Property shall promptly be sent to PURCHASER. SELLER will not (i) mortgage or subject any of the Property to a lien or other encumbrance that is not discharged on or prior to Closing, (ii) permit any construction lien for work performed or materials supplied to attach against any other property, (iii) execute or cause to permit to be placed of record any document affecting title to any portion of the Property, nor shall SELLER execute, record or acquiesce to any new encumbrance affecting the Property or any amendment/supplement to any existing agreement or instrument which encumbers the Property, or (iv) enter into or subject any portion of the Property to any option contract, sales contract, or any other agreement pursuant to which any party shall have any right to occupy any portion of the Property that would be binding on PURCHASER or the Property upon consummation of the transaction contemplated herein.

4.10. SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder.

4.11. SELLER warrants that it will not, between the Effective Date and the Closing, without PURCHASER's prior written consent, create by its consent any encumbrances on the Property. For purposes of this provision, the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way or leases.

5. EVIDENCE OF TITLE.

5.1. Title to the Property. SELLER shall convey title to the Property, including all easements and restrictions of record with the exception of the encroachment(s), if any, to PURCHASER at Closing by delivery of the Deed, and such title shall be good and marketable and free and clear of all liens, assessments, restrictions, encumbrances, easements, leases, tenancies, claims or rights of use or possession and other title objects, except as otherwise set forth herein. PURCHASER shall, during the Inspection Period, secure a title insurance commitment issued by a title insurance underwriter committing to insure PURCHASER's title to the Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be

borne by the PURCHASER.

5.2. PURCHASER shall have ten (10) calendar days from the date of receiving the title commitment to examine said commitment. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER shall, within ten (10) days of receipt of said commitment, notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing (the "Cure Notice") stating either (i) that the objection has been cured and, in such case, enclosing evidence of such cure to PURCHASER's satisfaction with the requirement that SELER is obligated to cure any objection that can be cured by the payment of money and (ii) if SELLER is unable to cure such objection that cannot be cured by the payment of money, despite the good faith efforts of the SELLER to effectuate the cure, within the time period set forth in the preceding sentence despite the good faith efforts of the SELLER, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a Cure Notice specifying an uncured objection, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to PURCHASER; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

5.3. Survey and Legal Description. During the Inspection Period, PURCHASER may order: (i) a current survey ("current" is defined to be certified within thirty (20) days of the Effective Date), prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the Property, and the location of any easements and other matters as reflected on Schedule B II of the title commitment thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld, conditioned or delayed), shall be the legal description used in the Deed. The survey shall be certified to SELLER, PURCHASER and

the title insurance company issuing the title insurance.

6. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of its knowledge that all of the following are true and correct as of Closing:

6.1 PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

6.2 The execution and delivery of this Agreement and the performance by PURCHASER of the obligations hereunder have been duly authorized by the PURCHASER as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the PURCHASER.

6.3 The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the organizational documents of PURCHASER and do not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which PURCHASER is a party.

6.4 All of the representations, warranties and covenants of PURCHASER contained in this Agreement shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made on the Closing Date.

6.5 No action by any federal, state, municipal or other governmental department, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

6.6 PURCHASER shall indemnify, hold harmless and defend SELLER against all claims, demands, losses, liabilities, costs and expenses, including attorney's fees, imposed upon or accruing against SELLER as a result of the representations contained in this Section 6 not being true and correct in all material respects.

7. TRANSFER OF TITLE SUBJECT TO.

Except as otherwise set forth, the Property shall be conveyed subject only to water lines, sanitary sewer, drainage, gas distribution, electrical and telephone easements of record. It shall be the sole and exclusive responsibility of the PURCHASER to coordinate with the City of Lake Worth Beach to relocate any utilities, and any such relocation costs and expenses shall be borne by the PURCHASER. In the event of any relocation of the utilities within the Property, PURCHASER shall provide to the City of Lake Worth Beach or the appropriate service provider, if applicable, easements for the relocated utilities.

8. RISK OF LOSS.

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the Deed is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed by fire or other casualty then the PURCHASER shall proceed to close the transaction contemplated herein. In the event the damage results in increased costs to PURCHASER relating to demolition costs, Hazardous Material abatement costs, or both, as determined during the Inspection Period, or prior to the Closing Date the insurance proceeds equal to the amount of said increase in costs shall be paid to the PURCHASER and PURCHASER shall be entitled to a credit against the Purchase Price for any deductible not paid to PURCHASER.

9. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences (“Conditions Precedents”) shall be a condition precedent to PURCHASER's obligation to close this transaction:

9.1 That the PURCHASER has not notified the SELLER that it has deemed the Property to be unsuitable for its intended purpose as a result of the Investigations conducted on the Property during the Inspection Period.

9.2 SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey clear and marketable title of the Property to PURCHASER, prior to closing.

9.3 Approval of this Agreement by the Lake Worth Beach City Commission.

9.4 Approval of this Agreement by the Lake Worth Beach Community Redevelopment Agency Board of Commissioners.

10. CLOSING DOCUMENTS.

10.1 At Closing, SELLER shall deliver to PURCHASER a General Warranty Deed, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

11. CLOSING COSTS, TAXES AND PRORATIONS.

11.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Palm Beach County Revenue Collector. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

11.2 SELLER's Closing Costs. SELLER shall pay for the following items prior to or at Closing:

11.2.1 Cost and expense related to updating the title and providing marketable title as provided herein.

11.3 PURCHASER's Closing Costs. PURCHASER shall pay for the following items prior to or at Closing,

11.3.1 Costs associated to appraisals, survey, environmental reports (phase I and phase II);

11.3.2 Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes;

11.3.3 Title Update and Owner's Title Insurance Policy; and

11.3.4 Recording fees of the Warranty Deed, the Repurchase Agreement, and any other instrument as required to be recorded in the Public Records.

12. CLOSING DATE AND PLACE.

The Closing shall occur on the date noticed by PURCHASER to SELLER, but in no event later than the date of the closing of the sale of the Project Property, at the offices of the PURCHASER's attorney. In the alternative, the parties agree to provide for a closing by courier and wire transfer of funds necessary for Closing. Unless extended by the parties, in the event the Closing does not occur prior to February 3, 2021, this Agreement shall terminate, and the parties shall have no further obligations related hereto.

13. DEFAULT.

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies, which shall include the return of the earnest money, and accrued interest as liquidated damages or equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER's sole and entire remedy shall be restricted to retention of the earnest money.

14. CONTINGENCIES. PURCHASER's obligations under the Agreement are contingent upon the following:

14.1 That the PURCHASER is fully satisfied with its due diligence investigation conducted during the Inspection Period.

14.2 The conveyance of clear and marketable title to the Property.

14.3 That the environmental audit, if any, is satisfactory and acceptable to PURCHASER.

15. ENFORCEABILITY.

If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall be determined to be unenforceable by a court of

competent jurisdiction (the "Offending Provision"), then the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16. NOTICES.

Except as otherwise provided herein, all written notices shall be effective upon the actual receipt or first refusal of the addressee to accept delivery after having been sent by reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the following addresses:

PURCHASER: Lake Worth Beach Community Redevelopment Agency
1121 Lucerne Avenue
Lake Worth, Florida 33460
Attn: Joan Oliva, Executive Director

With Copy to: David N. Tolces, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432
Telephone: (561) 835-2111
Fax: (954) 764-7770

SELLER: City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, Florida 33460
Attn: Michael Bornstein, City Manager

With copy to: Glen J. Torcivia, City Attorney
7 N. Dixie Highway
Lake Worth Beach, Florida 33460

ESCROW AGENT: Weiss Serota Helfman Cole & Bierman, P.L.
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432
Telephone: (561) 835-2111

17. EFFECTIVE DATE.

This Agreement shall be deemed effective as of the Effective Date.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Palm Beach County, Florida.

19. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

20. NO ORAL CHANGE.

This Agreement may not be changed or amended orally.

21. SUCCESSORS.

This Agreement shall apply to and bind the successors and assigns of SELLER and PURCHASER. The PURCHASER may not assign this agreement without first obtaining the written approval of the SELLER, which approval shall not be unreasonably withheld.

22. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be and shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures thereon shall be considered for all purposes as originals

23. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

24. ATTORNEYS' FEES.

If for any reason a party initiates any legal or equitable action to secure, protect or enforce its rights under this Agreement, the prevailing party shall be entitled to recover

from the non-prevailing party all reasonable costs and expenses incurred by it, including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any suit, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:

WITNESS:

Witness:

Wanda I. Maldonado
Print Name: Wanda I. Maldonado

SELLER:

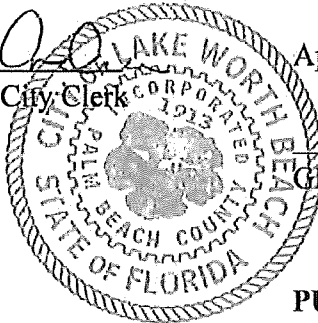
CITY OF LAKE WORTH BEACH,
a Florida municipal corporation

By: *Pam Triolo*
Pam Triolo, Mayor

Signed on: MAY 5, 2020

Attest:

Deborah M. Andrea
Deborah M. Andrea, City Clerk



Approved as to Legal Sufficiency:

Glen J. Torcivia
Glen J. Torcivia, City Attorney

PURCHASER:

LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY

[Signature]
Witness

By: *[Signature]*
Brendan Lynch, Chair

[Signature]
Witness

By: *[Signature]*
Joan Oliva, Executive Director

Date: MARCH 11, 2020.

ESCROW AGENT:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

By: _____

Title: _____

Date: _____, 2020.

EXHIBIT "A"
LEGAL DESCRIPTION

(SUBJECT TO VERIFICATION BY SURVEY THAT THE AFOREMENTIONED PARCELS OF REAL PROPERTY ARE: a) CONTIGUOUS, AND b) CONSTITUTE, IN THE AGGREGATE, ALL REAL PROPERTY WHICH IS THE SUBJECT OF THE RFP)

Address: 15 North B Street, Lake Worth Beach, Florida

Property Control Number: 38-43-44-21-15-501-0030

Address: 1602 Lake Avenue, Lake Worth Beach, Florida

Property Control Number: 38-43-44-21-15-501-0060

CASE NO.: 2018-CA-008086 MB

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CITY OF LAKE WORTH,
FLORIDA, a municipal corporation,

CASE NO.: 2018-CA-008086 MB

Plaintiff,

v.

1511 LUCERNE, LLC,
a Florida Corporation,

Defendant.

MEDIATION SETTLEMENT AGREEMENT

Plaintiff (also referred to as "City") and Defendant agree as follows, (subject to approval by the Lake Worth Beach City Commission):

1. With regard to the property located at 1511 Lucerne Avenue, Lake Worth Beach, Florida, Plaintiff agrees to accept \$6,320.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
2. With regard to the property located at 1108 1st Avenue South, Lake Worth Beach, Florida, Plaintiff agrees to accept \$23,900.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
3. Plaintiff agrees at the time of signing this Agreement, Defendant is in compliance with regard to the above-referenced properties.
4. Plaintiff and Defendant shall jointly inform the Court of this settlement, and request a stay of the proceedings within 30 days following approval of this Agreement by the City Commission. Plaintiff shall file a "Notice of Voluntary Dismissal with Prejudice" of the above-captioned litigation no later than 10 days after receipt of payment of the fines, fees, and liens as referenced herein.

5. WENJO Partners, hereinafter referred to as "WENJO," is the Owner of property located at 7 North B Street, Lake Worth Beach, Florida. In an effort to reach agreement with the City, Defendant has induced WENJO to become a part of this Mediation Settlement Agreement. As such, WENJO agrees to enter into a Purchase and Sale Agreement with the City as it relates to 7 North B Street. The Purchase and Sale Agreement shall be in a form substantially similar to the FAR-BAR Contract, and provide, among other things, a specific purchase price that shall be determined as follows:
- a. The City shall order and provide to Defendant and WENJO an appraisal for the 7 North B. Street, 15 North B. Street, and 1602 Lake Avenue properties, all located in the City of Lake Worth Beach, Florida, as though the properties were unified, ("The Project Property") within 30 days of execution of this Agreement.
 - b. If Defendant/WENJO does not accept the appraisal obtained by the City, then Defendant/WENJO shall obtain its own appraisal of the Project Property within 30 days of receiving the City's appraisal.
 - c. If the appraisals differ by less than 15%, then the parties shall split the difference between the two appraisals, and the resulting amount will be included in the Purchase and Sale Agreement. If the appraisals differ by more than 15%, then the parties shall split the cost of a third appraisal from an appraiser who the City's and Defendant/WENJO's appraisers shall select within 15 days. The third appraiser must provide the appraisal within 15 days of selection. The three appraisals shall then be averaged together, and the average of the appraisals shall determine the minimum purchase price for the sale of the Project Property ("The Purchase Price").
 - d. Upon the sale of the Project Property, WENJO shall be entitled to receive an amount equal to the pro rata share of the Purchase Price based on the square footage of the 7 North B Street property in relation to the entire Project Property, less WENJO's pro rata share of all fees and costs incurred by the

Lake Worth Beach Community Redevelopment Agency ("CRA") with respect to the sale of the Project Property.

6. The closing on the sale of 7 North B Street shall be contingent on the approval of a site plan for a project ("Project") located on The Project Property by the City Commission and the expiration of all appeal periods.
7. The City shall be entitled to assign the Purchase and Sale Agreement to the CRA without having to obtain the consent of the Defendant/WENJO.
8. The Defendant/WENJO may assign its interest in the Purchase and Sale Agreement to a third party, subject to the consent of the City Commission and the CRA, such consent shall not be unreasonably withheld. The City Commission and the CRA shall consider the request for the assignment no later than sixty (60) days after receipt of the request for the assignment from Defendant/WENJO. The request for the assignment shall be provided to the City Manager with a copy to the City Attorney.
9. When the Purchase and Sale Agreement is assigned to the CRA, the CRA shall issue a Request for Proposals ("RFP") for the development and sale of The Project Property no later than 60 days after the execution of the Purchase and Sale Agreement by the City. If the Purchase and Sale Agreement is not assigned to the CRA, then the CRA's obligations contained in this Agreement shall become the City's obligation.
10. The RFP shall be awarded by the CRA to a qualified developer entity, and a contract between the developer and the CRA shall be executed on or before August 3, 2020.
11. If the CRA does not execute a Purchase and Sale Agreement with a qualified developer entity prior to August 3, 2020, or if the sale of the Project Property does not close on or before February 3, 2021, through no fault of Defendant or WENJO, then the City shall have the right of first refusal to purchase 7 North B Street from WENJO for the Purchase Price as calculated through the process contained herein.

- 12. If the City does not exercise the right of first refusal within ninety (90) days of the date that the RFP process terminates or fails, the Purchase and Sale Agreement shall terminate and WENJO shall retain ownership of 7 North B Street. In such event, the Defendant shall pay to Plaintiff the amounts stated herein as fines, administrative expenses, and attorneys fees no later than thirty (30) days following the expiration of the City's right of first refusal.
- 13. Defendant shall pay to Plaintiff \$7,500.00 for attorneys' fees. Payment shall be made on or by closing, or as otherwise provided herein.
- 14. This Agreement may be amended by mutual agreement of both the Plaintiff and Defendant.
- 15. The Court reserves jurisdiction to enforce the terms of this Settlement Agreement.

Defendant (s)	Date	Plaintiff	Date
<u>John F. Romano</u>	<u>6-20-19</u>	<u>[Signature]</u>	<u>7/16/19</u>

Attorney	Date	Attorney	Date
<u>[Signature]</u>	<u>7/15/19</u>	<u>[Signature]</u>	<u>7/10/19</u>

City Attorney	Date
<u>Pamela H. Ry</u>	<u>7/16/19</u>

On behalf of WENJO Partnership

Date

John F. Romano
John Romano, Partner

6 JUL 2019

FIRST AMENDMENT TO MEDIATION SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT is entered into this 20th day of July, 2020, by and between the City of Lake Worth Beach, Florida ("City") and 7 North B, LLC, as successor to the interests of 1511 Lucerne, LLC, in the Mediation Settlement Agreement ("Settlement Agreement").

RECITALS:

Whereas, in August 2019, the City Commission entered into a Settlement Agreement with then owner, 1511 Lucerne, LLC, to settle code enforcement liens on properties owned by 1511 Lucerne, LLC, and to facilitate development of three parcels: 15 North B Street, 7 North B Street, and 1602 Lake Avenue (collectively "Project Properties"), the latter two (15 North B Street and 1602 Lake Avenue) were already owned by the City; and

Whereas, although the City contemplated purchasing 7 North B Street from WENJO Partners, WENJO Partners sold its interest in the property to 7 North B, LLC, before an agreement with the City could be facilitated; and

Whereas, in accordance with the Settlement Agreement, in May 2020, the City entered into an Agreement for Purchase and Sale of Real Property regarding 7 North B Street with 7 North B, LLC, and the City assigned its interests therein to the Community Redevelopment Agency ("CRA"); and

Whereas, the Settlement Agreement also contemplated and discussed deadlines for issuing an RFP, awarding the RFP/ entering into an agreement with a developer, and closing on the Project Properties with a developer; and

Whereas, due to unforeseen circumstances related to the COVID-19 pandemic, the parties have agreed to extend the deadlines in accordance with this First Amendment.

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

Section 1. Change of Date for RFP Issuance. The date for issuance of the RFP as set forth in paragraph 9 of the Settlement Agreement is hereby changed from "no later than 60 days after the execution of the Purchase and Sale Agreement" to July 31, 2020.

Section 2. Change of Date for Executing Agreement. The date for executing a contract between a developer and the CRA as set forth in paragraphs 10 and 11 of the Settlement Agreement is hereby changed from August 3, 2020 to February 3, 2021.

Section 3. Change of Date for Closing. The date for closing on the sale of the Project Properties as set forth in paragraph 11 of the Settlement Agreement is hereby changed from February 3, 2021, to August 3, 2021.

Section 4. Effect. All other terms of the Settlement Agreement shall remain in full

force and effect.

Section 5. Effective Date. This First Amendment shall be executed and become effective upon execution by 7 North B LLC and the City.

Section 6. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same First Amendment.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the have caused this First Amendment to be duly executed as of the day and year first above written.

CITY OF LAKE WORTH BEACH

By: *Pam Wolo*
Pam Wolo, Mayor

ATTEST

Deborah M. Andrea
Deborah M. Andrea, City Clerk

Approved as to form and legal sufficiency:

Pamela H. Ryan for
Glen J. Torcivia, City Attorney
/phr

7 NORTH B, LLC
a Florida Limited Liability Company

By: *Bhavin Shah*

[Corporate Seal]

Print Name: Bhavin Shah

Title: Authorized Signatory

STATE OF Pennsylvania)
COUNTY OF Chester)

The foregoing instrument was acknowledged before me this 20th day of July, 2020, by Bhavin Shah, as Authorized Signatory (title) of 7 NORTH B, LLC, a Florida limited liability, and who is personally known to me or who has produced the following: personally known, as identification.

Kathleen D. Kilgore
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kathleen D. Kilgore, Notary Public
East Nantmeal Twp., Chester County
My Commission Expires Dec. 1, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 5, 2020

DEPARTMENT: Legal

TITLE:

Assignment to the Community Redevelopment Agency (“CRA”) the Agreement for Purchase and Sale of Real Property with 7 North B, LLC for property located at 7 North B Street in Lake Worth Beach.

SUMMARY:

Pursuant to a mediation settlement agreement entered into with 1511 Lucerne, LLC, and WENJO Partners, then owners of properties located at 1511 Lucerne Avenue and 7 North B Street in Lake Worth Beach, respectively, the City agreed to enter into a purchase and sale agreement with WENJO Partners to facilitate development of 7 North B Street. WENJO Partners sold its interest in the property to 7 North B, LLC, before an agreement to sell the property to the City could be facilitated. In a separate agenda item, the city commission has considered whether to enter into the Agreement for Purchase and Sale of Real Property with 7 North B, LLC. If approved, the City Commission is being asked to assign its interest in the Agreement to the CRA.

BACKGROUND AND JUSTIFICATION:

In August 2019, the City Commission entered into a mediation settlement agreement with then owner, 1511 Lucerne, LLC, to settle code enforcement liens on properties owned by 1511 Lucerne, LLC, and to facilitate development of three parcels: 15 North B Street, 7 North B Street, and 1602 Lake Avenue.

The City owns 15 North B Street and 1602 Lake Avenue. WENJO Partners owned 7 North B Street at the time of the mediation and shortly thereafter sold its interest to 7 North B, LLC, whose primary manager is Bhavin Shah.

In a separate transaction, 7 North B, LLC will be selling the 7 North B Street property to the City in accordance with the mediation settlement agreement. The settlement agreement also contemplated that the City would assign its interest to the CRA.

Therefore, if the City Commission approves the purchase of 7 North B Street, and then approves this transaction to assign its interest in 7 North B Street to the CRA, and if the City also approves the Purchase and Sale Agreement with the CRA for properties located at 1602 Lake Avenue and 15 North B Street, then once the CRA has control of all three parcels, it will develop and issue a request for proposals for a qualified developer to develop a project and site plan for the three properties.

MOTION:

Move to approve/disapprove Assignment and Assumption of Contract of the Agreement for Purchase and Sale of Real Property to the CRA for property located at 7 North B Street in Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – n/a

Assignment and Assumption of Contract

Agreement for Purchase and Sale of Real Property with 7 North B, LLC

Mediation Settlement Agreement approved by the Commission in Aug. 2019

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT ("Agreement") is entered into and is effective as of this ____ day of May 2020, by and between the City of Lake Worth Beach, a Florida municipal corporation, whose address is 7 N. Dixie Highway, Lake Worth Beach, Florida 33460 ("**Assignor**") and the Lake Worth Beach Community Redevelopment Agency, a Florida public body corporate and public created pursuant to Section 163.356 F.S. ("**Assignee**") whose address is 1121 Lucerne Avenue, Lake Worth Beach, Florida 33460.

WITNESSETH

WHEREAS, Assignor executed and entered into that certain "As-Is" Residential Contract For Sale And Purchase titled "Agreement for Purchase and Sale of Real Property" (the "**Contract**") dated _____, 2020, for the acquisition of that certain vacant real property located at 7 North B Street, Lake worth Beach, Florida (the "**Property**") to said Contract; and,

WHEREAS, pursuant to terms and conditions of the Contract, the Assignor has the right to assign its rights under the Contract subject to the certain terms and conditions thereof; and,

WHEREAS, by execution hereof, the Assignor desires to assign all of its rights and obligations under the Contract to the Assignee and Assignee desires to assume all of Assignor's obligations under the Contract.

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein in their entirety.
2. The Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contract, to the Assignee without omission or alteration.
3. The Assignee hereby accepts the assignment of all of Assignor's obligations responsibilities and duties in and under the terms of the Contract and agrees to accept all of Assignor's right, title and interest in and to the Contract without omission or alteration.
4. This Agreement shall become effective on the date executed by the Chair of the Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

ASSIGNOR:

CITY OF LAKE WORTH BEACH

Witness

By: _____
Pam Triolo, Mayor

Signed on: _____

Attest:

Approved as to Legal Sufficiency:

Deborah M. Andrea, City Clerk

Glen J. Torcivia, City Attorney

ASSIGNEE:

LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY

Witness

By: _____
Brendan Lynch, Chair

Signed on: _____

By: _____
Joan Oliva, Executive Director

Witness

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020 ("Agreement") by and between the **CITY OF LAKE WORTH BEACH, a Florida municipal corporation**, whose address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460 (hereinafter referred to as "PURCHASER") and **7 NORTH B, LLC**, whose address is 640 Lee Road, Suite 300, Wayne PA 19087 (hereinafter referred to as "SELLER").

WITNESSETH

In consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement for Purchase and Sale shall have the following meanings:

1.1 Property. The certain portion of property located at 7 North "B" Street, Lake Worth Beach, Florida, (the "Property") which Property is more particularly described with the legal description in **Exhibit "A"**, attached hereto and made a part hereof.

1.2 Closing. The delivery of a General Warranty Deed to PURCHASER, or such other deed as may be required by the title insurance company, concurrently with the delivery of the purchase price and other cash consideration to SELLER.

1.3 Closing Date. The Closing Date shall occur no later than thirty (30) days after the approval of the site plan for the Project Property, as defined herein, and the expiration of all appeal periods.

1.4 Deed. A General Warranty Deed, or such other deed as may be required by the title insurance company, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.5 Settlement Agreement. That certain Settlement Agreement entered into by and between the PURCHASER and SELLER dated July 16, 2019, as approved by Judge Hafele on October 29, 2019, a copy of which is attached hereto as **Exhibit "B,"** and incorporated herein by reference.

1.5 Effective Date. The Effective Date of this Agreement shall be the date upon its execution by all parties to this Agreement: SELLER and PURCHASER, and Escrow Agent.

1.6 Earnest Money Deposit. The sum of Five Thousand and 00/100 Dollars (\$5,000.00) to be delivered from PURCHASER to Escrow Agent pursuant to Section 2.2 set forth herein.

1.7 SELLER's Address. Seller's mailing address is 640 Lee Road, Suite 300, Wayne, PA 19087.

1.8 PURCHASER's Address. Purchaser's mailing address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460, with copy to Weiss Serota Helfman Cole & Bierman, PL, Attn: David N. Tolces, Esq., at 1200 N. Federal Highway, Suite 312, Boca Raton, FL 33432.

1.9 Project Property. The Project Property is defined as follows: 7 North B. Street, 15 North B. Street, and 1602 Lake Avenue, all located in the City of Lake Worth Beach, Florida, as though the properties were unified.

1.10 Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PURCHASE PRICE.

2.1 Subject to the provisions of this Agreement, and the terms of the Settlement Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property previously identified on Exhibit "A" for the total Purchase Price of an amount that shall not be less than **Two hundred seventy-two thousand three hundred seventy-five dollars and 68/100 (\$272,375.68)**, (the "Minimum Purchase Price") other good and valuable consideration, and upon and subject to the terms and conditions hereinafter set forth. PURCHASER shall pay the Purchase Price to SELLER at Closing pursuant to the terms of this Agreement by check or wire transfer of readily negotiable funds to an account identified in writing by SELLER. The Purchase Price to be paid to SELLER shall be an amount equal to the pro rata share of the Project Property Purchase Price based on the square footage of the Property in relation to the Project Property, but not less than the Minimum Purchase Price, less SELLER's pro rata share of all fees and costs incurred by the Lake Worth Beach Community Redevelopment Agency ("CRA") with respect to the sale of the Project Property.

2.2 Earnest Money. No later than five (5) business days following approval of this Agreement by the City Commission of the City of Lake Worth Beach, PURCHASER shall deposit and cause to be placed in an escrow account maintained by Weiss Serota Helfman Cole & Bierman, PL ("Escrow Agent") the amount of Five Thousand Dollars (\$5,000.00) ("Earnest Money"). Within twenty-four (24) hours of receipt of PURCHASER's Earnest Money Deposit, Escrow Agent shall send confirmation of receipt to SELLER. PURCHASER's obligation to close the transaction in accordance with provisions of this Agreement is contingent upon the SELLER's ability to deliver good and marketable title for the Property in accordance herewith. Should the SELLER default hereunder, the PURCHASER shall be entitled to an immediate refund of the entire sum of the Earnest Money held by the Escrow Agent. At Closing, a copy of the closing statement signed by both parties hereto shall be conclusive evidence of the SELLER's right to receive the Earnest Money Deposit.

2.3 Balance of Purchase Price. PURCHASER shall pay the balance of the Purchase Price to SELLER at Closing pursuant to the terms of this Agreement by check or wire transfer of immediately available funds to an account identified in writing by SELLER.

2.4 The Purchase includes:

- (a) All buildings and improvements located on the Property;
- (b) All right-of-ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;
- (c) All right, title and interest, if any, of SELLER in any Property lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining Property to the center line thereof. The sale also includes any right of SELLER to any unpaid award to which SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of SELLER and (2) for any damage to the Property due to change of grade of any street or highway. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of award and damages;
- (d) All fixtures and articles of personal property, if any, attached to or used in connection with the Property as more particularly identified on **Exhibit "C" (personal property)** as provided by SELLER, which is attached hereto and made a part hereof. SELLER represents that such fixtures and articles are paid for and are owned by SELLER free and clear of any lien or encumbrance.

(e) To the extent transferable, all licenses, permits, contracts and leases, if applicable, with respect to the property.

3. INSPECTIONS.

3.1 PURCHASER shall have thirty (30) days commencing on the Effective Date to perform inspections of the property as the PURCHASER deems necessary ("Inspection Period"). During the Inspection Period, PURCHASER shall, at PURCHASER's sole cost and expense, determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the property lines. At all times during the Inspection Period, PURCHASER and PURCHASER's agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior Notice to SELLER. The scope of the inspection contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances. PURCHASER, at PURCHASER's sole cost and expense, and at PURCHASER's sole discretion, may obtain and accept a satisfactory Phase I Environmental Audit, and if deemed necessary at its discretion, a Phase II Environmental Audit for which it will be granted an additional sixty (60) days for inspections, upon the receipt of an additional Earnest Money Deposit in the amount of \$5,000 ("Additional Earnest Money Deposit"). PURCHASER's Earnest Money Deposit, plus the Additional Earnest Money Deposit, shall be applied to the Purchase Price at closing, unless this Agreement is terminated prior to the expiration of the Inspection Period.

In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during this Inspection period prove unsatisfactory in any fashion, the PURCHASER, at PURCHASER's sole discretion, shall be entitled to terminate this Agreement prior to the end of the Inspection Period and PURCHASER also agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of PURCHASER during inspections that are done pursuant hereto. PURCHASER will provide written notice by mail or facsimile to SELLER and/or SELLER's counsel and receive an immediate refund of all Earnest Money deposits plus interest paid hereto in the event the PURCHASER determines that the Property is unsuitable during the Inspection Period or proceed to Closing as set forth herein.

3.2 During the Inspection Period, SELLER shall provide copies of any

surveys, environmental reviews or assessments, and any other information in the SELLER's possession regarding the Property in order to assist PURCHASER with its inspection of the Property.

3.3 Unless this Agreement is terminated prior to the expiration of the Inspection Period, Escrow Agent is hereby authorized to advance the Earnest Money Deposit, and any Additional Earnest Money Deposit, to SELLER without notice or demand.

4. SELLER'S REPRESENTATIONS.

To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of SELLER's knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) shall survive the Closing. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

4.1 At all times from the Effective Date until Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

4.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property except for those matters set forth in that certain Settlement Agreement entered into by and between the PURCHASER and SELLER dated July 16, 2019, as approved by Judge Hafele on October 29, 2019, a copy of which is attached hereto as **Exhibit "B,"** and incorporated herein by reference.

4.3 SELLER has full power and authority to enter into this Agreement and to assume and perform SELLER's obligations hereunder in this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract,

mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

4.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER's prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create by SELLER'S consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

4.6 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use SELLER's best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the conclusion of the Inspection Period to the Closing Date.

4.7 SELLER represents that SELLER has no actual knowledge nor has SELLER received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used herein, the term "Hazardous Material" shall mean any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a General Warranty Deed, title to the subject Property. PURCHASER shall, within fifteen (15) days of the commencement of the Inspection Period, secure a title

insurance commitment issued by a title insurance underwriter approved and selected by PURCHASER for the Property insuring PURCHASER's title to the Property subject only to those exceptions set forth in the commitment. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

PURCHASER shall have fifteen (15) days from the date of receiving said commitment to examine the title commitment. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER, prior to ten (10) days of expiration of the Inspection Period, shall notify SELLER, and SELLER's counsel, in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER's time to cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice") stating either (1) that the objection has been cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection, or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

5.2. Survey and Legal Description. Within ten (10) days of the commencement of the Inspection Period, PURCHASER at PURCHASER's own expense shall order: (i) a survey prepared by a registered Property surveyor or engineer licensed in the State of Florida showing the boundaries of the Property, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) of Property contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Property. The survey shall be certified to PURCHASER and the

title insurance company issuing the title insurance.

6. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of PURCHASER's knowledge that all of the following are true and correct:

6.1 PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

6.2 The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the corporate or organizational documents of PURCHASER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PURCHASER is a party.

6.3 Except as provided herein, no action by any federal, state, municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

7. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences ("Conditions Precedents") shall be a condition precedent to PURCHASER's obligation to close this transaction:

7.1 That the PURCHASER has not notified the SELLER, prior to the expiration of the Inspection Period, or any extension thereof, that it has deemed the property to be unsuitable for its intended purpose as a result of the Investigations conducted on the Property during the Inspection Period.

7.2 SELLER has performed all covenants, agreements and obligations, and complied with all conditions required by this Agreement to convey clear and marketable title of the Property to PURCHASER, prior to

closing.

- 7.3 SELLER shall comply with the disclosure requirements as provided in Section 286.23, Florida Statutes.
- 7.4 That the PURCHASER, or any assignee, obtains site plan approval for the development of the Project Property, and that all appeal periods have expired.
- 7.5 Approval of this Agreement by the City of Lake Worth Beach City Commission.

8. RISK OF LOSS.

Risk of loss or damage from fire, other casualty, or both, is assumed by SELLER until the deed described in Paragraph 5.1 hereof is delivered by SELLER to PURCHASER. In the event any portion of the Property is destroyed, rendered unleaseable or dysfunctional by fire or other casualty then the following shall apply:

- 8.1 If the damage, as determined by the insurance adjuster, is not more than Ten Thousand and 00/100 Dollars (\$10,000.00): (i) PURCHASER shall complete settlement and all insurance proceeds relating to the improvements damaged by such casualty loss shall be paid to the PURCHASER, and (ii) SELLER shall assign to PURCHASER on the date of Closing the full amount of any proceeds payable under SELLER's fire and extended coverage insurance policy applicable to said damage; and,
- 8.2 If the damage, as determined by the insurance adjuster, is more than Ten Thousand and 00/100 Dollars (\$10,000.00), PURCHASER shall have the option to (i) complete the settlement hereunder and collect all available insurance proceeds relating to the improvements damaged by such casualty loss, in which case SELLER shall pay to PURCHASER on the date of Closing the full amount of any deductible under SELLER'S fire and extended coverage insurance policy, or (ii) terminate this Agreement and receive a refund of entire deposit and interest. SELLER warrants that it shall maintain until the date of the Closing adequate "All Risk" property insurance.

9. ASSIGNMENT; RIGHT OF FIRST REFUSAL.

9.1 The SELLER authorizes the PURCHASER to assign this Agreement without any prior written consent or authorization to the City of Lake Worth Beach Community Redevelopment Agency ("CRA"). The CRA will then process a Request for Proposals ("RFP") for the development of the Project Property, which includes the property that is the subject of this Agreement. Pursuant to the Settlement Agreement, the CRA shall award the RFP to a qualified developer entity, and a contract between the developer and the CRA shall be executed on or before August 3, 2020. If the CRA does not execute a Purchase and Sale Agreement with a qualified developer entity prior to August 3, 2020, or if the sale of the Project Property does not close on or before February 3, 2021, through no fault of SELLER, then the PURCHASER shall have the right of first refusal to purchase the Property from the SELLER for the Purchase Price. If the PURCHASER exercises the right of first refusal, then the SELLER shall pay the amounts not already paid, as provided in the Settlement Agreement as fines, administrative expenses, and attorney's fees at closing.

9.2 If the PURCHASER does not exercise the right of first refusal within ninety (90) days of the date that the RFP process terminates or fails, this Agreement shall terminate, and SELLER shall retain ownership of the Property, and the Earnest Money Deposit shall be returned to PURCHASER. In such event, the SELLER shall pay to PURCHASER the amounts not already paid, as provided in the Settlement Agreement as fines, administrative expenses, and attorney's fees no later than thirty (30) days following the expiration of the PURCHASER's right of first refusal.

10. CLOSING DOCUMENTS.

At closing, SELLER shall deliver to PURCHASER a General Warranty Deed, or such other deed as may be required by the title insurance company, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents as listed as title requirements in Schedule B-I of the Title Commitment and in this Agreement to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

11. CLOSING COSTS, TAXES AND PRORATIONS.

11.1. At closing the PURCHASER shall pay for all costs relating to the purchase of the Property: title commitment, survey, deed recording costs, attorney's fees, and Owner's Title Policy.

11.2. At closing, SELLER shall pay all real estate taxes, personal property taxes on any tangible personal property, outstanding utility bills, and any

outstanding and unpaid assessments all of which will be prorated through the day of closing.

12. CLOSING DATE AND PLACE.

The Closing will take place on or before the expiration of thirty (30) days subsequent to the approval of the site plan for the development of the Project Property, unless otherwise agreed by the parties in writing, at the law offices of Weiss Serota Helfman Cole & Bierman, PL located at 1200 N. Federal Highway, Suite 312, Boca Raton, FL 33432.

13. DEFAULT.

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies, which shall include the return of the earnest money, and accrued interest as liquidated damages or equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER'S sole and entire remedy shall be restricted to retention of the deposit plus all accrued interest.

14. RESERVED

15. BROKER.

The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction who is entitled to a fee or brokerage commission in accordance with Florida law.

16. ENFORCEABILITY.

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

17. NOTICE.

All written notices shall be deemed effective if sent to the following places:

PURCHASER: City of Lake Worth Beach
 7 N. Dixie Highway

Lake Worth Beach, Florida 33460
Attn: Michael Bornstein, City Manager

With Copy to: David N. Tolces, Esq.
WEISS SEROTA HELFMAN COLE & BIERMAN, PL
1200 N. Federal Highway, Suite 312
Boca Raton, Florida 33432
Tel: (561) 835-2111
Fax:(954) 764-7770

Glen J. Torcivia, City Attorney
7 N. Dixie Highway
Lake Worth Beach, Florida 33460

SELLER: 7 North B, LLC
c/o Sandra Ross
640 Lee Road, Suite 300
Wayne, PA 19087
Tel: 610-296-6028

With a Copy to: Michael W. Simon, Esq.
Simon & Sigalos, LLP
3839 NW Boca Raton Blvd. #100
Boca Raton, FL 33431
Tel: (561) 447-0017
Fax:(561) 447-0018

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Palm Beach County, Florida.

19. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

20. AMENDMENT.

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

21. SUCCESSORS.

This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER.

22. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be

taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

23. LITIGATION COSTS.

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.

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

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale of Real Property as of the dates indicated below:

PURCHASER:

CITY OF LAKE WORTH BEACH,
a Florida municipal corporation

Witness:

Print Name:

By: Pam Triolo, Mayor

Signed on: _____

Attest:

Approved as to Legal Sufficiency:

Deborah M. Andrea, City Clerk

Glen J. Torclvia, City Attorney

SELLER:

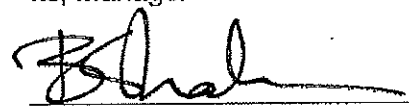
7 NORTH B, LLC

BY: Brookeville Associates, LLC.
Its; Manager

Witness:



Print Name: Sandra Rhee Ross



Print Name: Bhavin Shah
Signed on: February 25, 2020
[Corporate Seal]

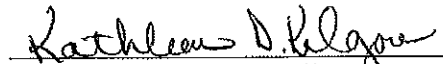
State of PENNSYLVANIA

County of DELAWARE

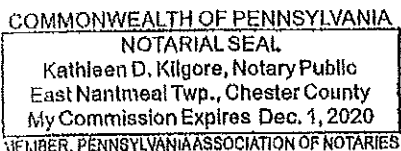
The foregoing instrument was acknowledged before me this 25th day of February, 2020, by BHAVIN SHAH who is personally known to me or produced a photo I.D. as identification. He did not take an oath.

Notary Public:

(Notary Seal)



Print Name: Kathleen D. Kilgore
My commission expires: 12/1/2020



ESCROW AGENT:

Accepted and Agreed to:

Weiss Serota Helfman Cole & Bierman, PL

By: _____ Signed on _____, 2019
David N. Tolces

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of PCN: 38-43-44-21-15-501-0040

Lot 4 and 5, Block A, Palm Beach Farms Company Plat No. 2, (now known as Lake Worth), according to the Plat thereof recorded in Plat Book 2, pages 29 through 40, Public Records of Palm Beach County, Florida.

(SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY PURCHASER)

EXHIBIT "B"
SETTLEMENT AGREEMENT

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CITY OF LAKE WORTH, FLORIDA,
a municipal corporation

Plaintiff,
vs.

1511 LUCERNE, LLC., a Florida Corporation;
et. al.,

Defendants.

CASE NO: 50-2018-CA-008086-XXXX-MB

FILED DISPOSITION FORM
UNRATIFIED Case 1094

THE CLERK IS DIRECTED TO CLOSE THIS FILE
UPON THE FINAL DISPOSITION

<input checked="" type="checkbox"/> Settled by check	<input type="checkbox"/> Settled by cash
<input type="checkbox"/> Settled by check	<input type="checkbox"/> Settled by cash
<input type="checkbox"/> Settled by check	<input type="checkbox"/> Settled by cash
<input type="checkbox"/> Settled by check	<input type="checkbox"/> Settled by cash

AGREED ORDER

THIS CAUSE having come before the Court on Plaintiff and Defendant's Mediation Settlement Agreement, the Court understanding counsels for the parties have reached an agreement, and the Court having considered the Mediation Settlement Agreement entered on July 18, 2019, and being otherwise fully advised in the premises, it is hereby:

ORDERED AND ADJUDGED:

1. With regard to the property located at 1511 Lucerne Avenue, Lake Worth Beach, Florida, Plaintiff shall accept \$6,320.00 plus administrative costs of \$1,000.00 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, on or before February 3, 2021, or as otherwise provided by the Mediation Settlement Agreement attached hereto as *Exhibit "A"* (hereafter "MSA").
2. With regard to the property located at 1108 1st Avenue South, Lake Worth Beach, Florida. Plaintiff shall accept \$23,900.00 plus administrative costs of \$1,000.00 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, on or before February 3, 2021, or as otherwise provided by the Mediation Settlement Agreement.
3. At the time of signing the Mediation Settlement Agreement, Defendant was, and is, in compliance with regard to the above-referenced properties.
4. WENJO Florida, LLC, a Florida limited liability company, successor to WENJO Partners, (hereafter "WENJO") will enter into a purchase and sale agreement with the City of Lake Worth Beach, Florida (the "City") in accordance with the provisions of the

MSA and both shall perform their requirements and obligations, all as set out in Paragraphs 5 through 12 of the MSA.

5. The Plaintiff shall file a Notice of Voluntary Dismissal with Prejudice no later than 10 days after the closing of the sale of the Subject Property.
6. Defendant shall pay to Plaintiff \$7,500.00 for attorneys' fees on or by closing, on or before February 3, 2021.
7. The Mediation Settlement is hereby accepted by the Court.
8. The Mediation Settlement may be amended by mutual agreement of both the Plaintiff and Defendant and WENJO.
9. The Court shall retain jurisdiction to enforce the terms of the Joint Stipulation of Settlement consistent with the terms of said document. *The case shall be closed for administrative purposes but may be reopened w/one fee in case of default.*
10. To the extent anything is not contained in these recitals herein or anything is contradicted by the mediation settlement agreement, the provisions of the mediation settlement agreement control.

DONE and **ORDERED** in Chambers, at Palm Beach County, Florida on this 29 day of October, 2019.



DONALD W. HAFELE
CIRCUIT JUDGE

Copies Furnished To:

Brian J Sherman, Esq. (bsherman@gorencherof.com)

Goren, Cherof, Doody & Ezrol, P.A., 3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308

John F. Romano, Esq. and Corey B. Friedman, Esq. (Service@RomanoLawGroup.com)

P.O. Box 21349, West Palm Beach, FL 33416

Robert Bulfin, Esq. (rbulfin@panzamaurer.com)

Panza, Maurer & Maynard, P.A., 2400 E. Commercial Blvd., Suite 905, Fort Lauderdale, FL 33308

Bernie Conko, Esq. (bac@cohenorris.com)

Cohen, Norris, Wolner, Ray, Telepman, Berkowitz & Cohen, 712 US Highway One, Suite 400, North Palm Beach, FL 33408

CASE NO.: 2018-CA-008086 MB

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CITY OF LAKE WORTH,
FLORIDA, a municipal corporation,

CASE NO.: 2018-CA-008086 MB

Plaintiff,

v.

1511 LUCERNE, LLC,
a Florida Corporation,

Defendant.

MEDIATION SETTLEMENT AGREEMENT

Plaintiff (also referred to as "City") and Defendant agree as follows, (subject to approval by the Lake Worth Beach City Commission):

1. With regard to the property located at 1511 Lucerne Avenue, Lake Worth Beach, Florida, Plaintiff agrees to accept \$6,320.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
2. With regard to the property located at 1108 1st Avenue South, Lake Worth Beach, Florida, Plaintiff agrees to accept \$23,900.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
3. Plaintiff agrees at the time of signing this Agreement, Defendant is in compliance with regard to the above-referenced properties.
4. Plaintiff and Defendant shall jointly inform the Court of this settlement, and request a stay of the proceedings within 30 days following approval of this Agreement by the City Commission. Plaintiff shall file a "Notice of Voluntary Dismissal with Prejudice" of the above-captioned litigation no later than 10 days after receipt of payment of the fines, fees, and liens as referenced herein.



5. WENJO Partners, hereinafter referred to as "WENJO," is the Owner of property located at 7 North B Street, Lake Worth Beach, Florida. In an effort to reach agreement with the City, Defendant has induced WENJO to become a part of this Mediation Settlement Agreement. As such, WENJO agrees to enter into a Purchase and Sale Agreement with the City as it relates to 7 North B Street. The Purchase and Sale Agreement shall be in a form substantially similar to the FAR-BAR Contract, and provide, among other things, a specific purchase price that shall be determined as follows:
- a. The City shall order and provide to Defendant and WENJO an appraisal for the 7 North B. Street, 15 North B. Street, and 1602 Lake Avenue properties, all located in the City of Lake Worth Beach, Florida, as though the properties were unified, ("The Project Property") within 30 days of execution of this Agreement.
 - b. If Defendant/WENJO does not accept the appraisal obtained by the City, then Defendant/WENJO shall obtain its own appraisal of the Project Property within 30 days of receiving the City's appraisal.
 - c. If the appraisals differ by less than 15%, then the parties shall split the difference between the two appraisals, and the resulting amount will be included in the Purchase and Sale Agreement. If the appraisals differ by more than 15%, then the parties shall split the cost of a third appraisal from an appraiser who the City's and Defendant/WENJO's appraisers shall select within 15 days. The third appraiser must provide the appraisal within 15 days of selection. The three appraisals shall then be averaged together, and the average of the appraisals shall determine the minimum purchase price for the sale of the Project Property ("The Purchase Price").
 - d. Upon the sale of the Project Property, WENJO shall be entitled to receive an amount equal to the pro rata share of the Purchase Price based on the square footage of the 7 North B Street property in relation to the entire Project Property, less WENJO's pro rata share of all fees and costs incurred by the

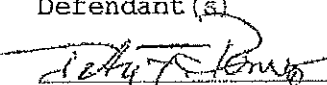
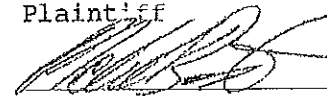
CASE NO.: 2018-CA-008086 MB

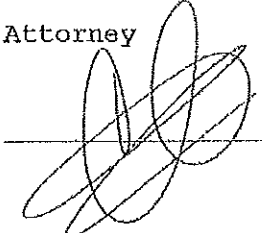

Lake Worth Beach Community Redevelopment Agency ("CRA") with respect to the sale of the Project Property.

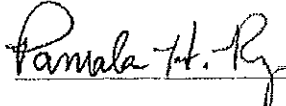
6. The closing on the sale of 7 North B Street shall be contingent on the approval of a site plan for a project ("Project") located on The Project Property by the City Commission and the expiration of all appeal periods.
7. The City shall be entitled to assign the Purchase and Sale Agreement to the CRA without having to obtain the consent of the Defendant/WENJO.
8. The Defendant/WENJO may assign its interest in the Purchase and Sale Agreement to a third party, subject to the consent of the City Commission and the CRA, such consent shall not be unreasonably withheld. The City Commission and the CRA shall consider the request for the assignment no later than sixty (60) days after receipt of the request for the assignment from Defendant/WENJO. The request for the assignment shall be provided to the City Manager with a copy to the City Attorney.
9. When the Purchase and Sale Agreement is assigned to the CRA, the CRA shall issue a Request for Proposals ("RFP") for the development and sale of The Project Property no later than 60 days after the execution of the Purchase and Sale Agreement by the City. If the Purchase and Sale Agreement is not assigned to the CRA, then the CRA's obligations contained in this Agreement shall become the City's obligation.
10. The RFP shall be awarded by the CRA to a qualified developer entity, and a contract between the developer and the CRA shall be executed on or before August 3, 2020.
11. If the CRA does not execute a Purchase and Sale Agreement with a qualified developer entity prior to August 3, 2020, or if the sale of the Project Property does not close on or before February 3, 2021, through no fault of Defendant or WENJO, then the City shall have the right of first refusal to purchase 7 North B Street from WENJO for the Purchase Price as calculated through the process contained herein.

CASE NO.: 2018-CA-008086 MB

12. If the City does not exercise the right of first refusal within ninety (90) days of the date that the RFP process terminates or fails, the Purchase and Sale Agreement shall terminate and WENJO shall retain ownership of 7 North B Street. In such event, the Defendant shall pay to Plaintiff the amounts stated herein as fines, administrative expenses, and attorneys fees no later than thirty (30) days following the expiration of the City's right of first refusal.
13. Defendant shall pay to Plaintiff \$7,500.00 for attorneys' fees. Payment shall be made on or by closing, or as otherwise provided herein.
14. This Agreement may be amended by mutual agreement of both the Plaintiff and Defendant.
15. The Court reserves jurisdiction to enforce the terms of this Settlement Agreement.

Defendant(s)	Date	Plaintiff	Date
	6-20-19		7/16/19

Attorney	Date	Attorney	Date
	7/15/19		7/10/19

City Attorney	Date
	7/16/19

On behalf of WENJO Partnership

Date


John Romano, Partner

6 JUL 2019

EXHIBIT "C"
PERSONAL PROPERTY
(TO BE PROVIDED IF ANY)

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CITY OF LAKE WORTH,
FLORIDA, a municipal corporation,

CASE NO.: 2018-CA-008086 MB

Plaintiff,

v.

1511 LUCERNE, LLC,
a Florida Corporation,

Defendant.

MEDIATION SETTLEMENT AGREEMENT

Plaintiff (also referred to as "City") and Defendant agree as follows, (subject to approval by the Lake Worth Beach City Commission):

1. With regard to the property located at 1511 Lucerne Avenue, Lake Worth Beach, Florida, Plaintiff agrees to accept \$6,320.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
2. With regard to the property located at 1108 1st Avenue South, Lake Worth Beach, Florida, Plaintiff agrees to accept \$23,900.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
3. Plaintiff agrees at the time of signing this Agreement, Defendant is in compliance with regard to the above-referenced properties.
4. Plaintiff and Defendant shall jointly inform the Court of this settlement, and request a stay of the proceedings within 30 days following approval of this Agreement by the City Commission. Plaintiff shall file a "Notice of Voluntary Dismissal with Prejudice" of the above-captioned litigation no later than 10 days after receipt of payment of the fines, fees, and liens as referenced herein.

5. WENJO Partners, hereinafter referred to as "WENJO," is the Owner of property located at 7 North B Street, Lake Worth Beach, Florida. In an effort to reach agreement with the City, Defendant has induced WENJO to become a part of this Mediation Settlement Agreement. As such, WENJO agrees to enter into a Purchase and Sale Agreement with the City as it relates to 7 North B Street. The Purchase and Sale Agreement shall be in a form substantially similar to the FAR-BAR Contract, and provide, among other things, a specific purchase price that shall be determined as follows:

- a. The City shall order and provide to Defendant and WENJO an appraisal for the 7 North B. Street, 15 North B. Street, and 1602 Lake Avenue properties, all located in the City of Lake Worth Beach, Florida, as though the properties were unified, ("The Project Property") within 30 days of execution of this Agreement.
- b. If Defendant/WENJO does not accept the appraisal obtained by the City, then Defendant/WENJO shall obtain its own appraisal of the Project Property within 30 days of receiving the City's appraisal.
- c. If the appraisals differ by less than 15%, then the parties shall split the difference between the two appraisals, and the resulting amount will be included in the Purchase and Sale Agreement. If the appraisals differ by more than 15%, then the parties shall split the cost of a third appraisal from an appraiser who the City's and Defendant/WENJO's appraisers shall select within 15 days. The third appraiser must provide the appraisal within 15 days of selection. The three appraisals shall then be averaged together, and the average of the appraisals shall determine the minimum purchase price for the sale of the Project Property ("The Purchase Price").
- d. Upon the sale of the Project Property, WENJO shall be entitled to receive an amount equal to the pro rata share of the Purchase Price based on the square footage of the 7 North B Street property in relation to the entire Project Property, less WENJO's pro rata share of all fees and costs incurred by the

Lake Worth Beach Community Redevelopment Agency ("CRA") with respect to the sale of the Project Property.

6. The closing on the sale of 7 North B Street shall be contingent on the approval of a site plan for a project ("Project") located on The Project Property by the City Commission and the expiration of all appeal periods.
7. The City shall be entitled to assign the Purchase and Sale Agreement to the CRA without having to obtain the consent of the Defendant/WENJO.
8. The Defendant/WENJO may assign its interest in the Purchase and Sale Agreement to a third party, subject to the consent of the City Commission and the CRA, such consent shall not be unreasonably withheld. The City Commission and the CRA shall consider the request for the assignment no later than sixty (60) days after receipt of the request for the assignment from Defendant/WENJO. The request for the assignment shall be provided to the City Manager with a copy to the City Attorney.
9. When the Purchase and Sale Agreement is assigned to the CRA, the CRA shall issue a Request for Proposals ("RFP") for the development and sale of The Project Property no later than 60 days after the execution of the Purchase and Sale Agreement by the City. If the Purchase and Sale Agreement is not assigned to the CRA, then the CRA's obligations contained in this Agreement shall become the City's obligation.
10. The RFP shall be awarded by the CRA to a qualified developer entity, and a contract between the developer and the CRA shall be executed on or before August 3, 2020.
11. If the CRA does not execute a Purchase and Sale Agreement with a qualified developer entity prior to August 3, 2020, or if the sale of the Project Property does not close on or before February 3, 2021, through no fault of Defendant or WENJO, then the City shall have the right of first refusal to purchase 7 North B Street from WENJO for the Purchase Price as calculated through the process contained herein.

- 12. If the City does not exercise the right of first refusal within ninety (90) days of the date that the RFP process terminates or fails, the Purchase and Sale Agreement shall terminate and WENJO shall retain ownership of 7 North B Street. In such event, the Defendant shall pay to Plaintiff the amounts stated herein as fines, administrative expenses, and attorneys fees no later than thirty (30) days following the expiration of the City's right of first refusal.
- 13. Defendant shall pay to Plaintiff \$7,500.00 for attorneys' fees. Payment shall be made on or by closing, or as otherwise provided herein.
- 14. This Agreement may be amended by mutual agreement of both the Plaintiff and Defendant.
- 15. The Court reserves jurisdiction to enforce the terms of this Settlement Agreement.

Defendant (s)

Date

Plaintiff

Date

John F. Romano 6/10/19

[Signature] 7/14/19

Attorney

Date

Attorney

Date

[Signature]

7/19/19

[Signature] 7/10/19

City Attorney

Date

Pamela H. Ry 7/16/19

On behalf of WENJO Partnership

Date

John F. Romano
John Romano, Partner

6 JUL 2019

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 5, 2020

DEPARTMENT: Legal

TITLE:

Consideration of settlement with Brenda Marie Velez-Martinez in the amount of \$65,000 (inclusive of attorney's fees)

SUMMARY:

This is a request to settle a lawsuit with Ms. Velez-Martinez for injuries she sustained in a motor vehicle accident in November 2018. If approved, the claimant will execute a general release in favor of the City.

BACKGROUND AND JUSTIFICATION:

This case arises out of a motor vehicle accident between former City employee Yvalon Perou and Brenda Marie Velez-Martinez ("Plaintiff") on November 13, 2018. Mr. Perou was a public services employee. Plaintiff's vehicle sustained significant damage during the accident, requiring her to be extracted because most of the damage was to her driver's side door. Plaintiff filed suit against the City and over the next year, she underwent chiropractic and orthopedic care and according to medical records, continues to seek pain management for her back and neck. Plaintiff's medical expenses total \$44,041.58 to date, which will increase with time.

On April 6, 2020, the parties participated in court ordered mediation, and a settlement agreement was entered into for \$65,000, which is inclusive of attorney's fees and costs. The settlement agreement is contingent upon City Commission approval. Settlement is recommended.

MOTION:

Move to approve the settlement with Ms. Velez-Martinez for \$65,000, in exchange for a complete release.

ATTACHMENT(S):

Fiscal Impact Analysis

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: City Commission/City
Attorney/City Manager/City Clerk

TITLE:

Resolution No. 13-2023 – Amending the City Commission Rules of Procedure

SUMMARY:

The City Commission will update various items in the rules and procedures for commission meetings.

BACKGROUND AND JUSTIFICATION:

The City Commission's Rules of Procedure were initially adopted in 2004 by resolution and have been amended multiple times by subsequent resolutions with the most recent amendment in October 2022. At the City Commission meeting on April 18, 2023, the Commissioners voted to change Rule 6 (3) from the City Clerk reading only the first 10 public comments submitted online for each item to the City Clerk reading up to 30 minutes of public comment for each item.

There are other suggested updates from the City Manager, City Attorney and City Clerk including:

- clarification of the 30 minute discussion of items rule [Rule 1 (4)] (page 2)
- add that pre-agenda work sessions may be conducted via Zoom to Rule 3 (page 3)
- move the City Attorney's Report to follow the City Manager's Report [Rule 5 Order of Business] (page 4)
- reorder Order of Business numbers (3) and (6) in Rule 5 to Rule 12, Agenda Procedures as (1) and (2), reordering the current numbers in that rule to (3), (4) and (5) (pages 4 and 7)
- delete need for a tally when more than 10 comments are submitted online from Rule 6 (3) (page 5)
- remove the sentence that "the City Clerk will provide commissioners with access to recordings and transcribed excerpts of minutes" as all are available on YouTube from Rule 9 [Commission Minutes] (page 6)
- change the deadline for distributing a final agenda to no later than Friday, two weeks prior to a regularly scheduled meeting [Rule 12 (2) Agenda Procedures] (page 7)
- change the deadline for submitting emergency items to 4 PM the Friday before a meeting [Rule 12 (3)] (page 7)

MOTION:

Move to approve/disapprove Resolution No. 13-2023 – Amending the City Commission Rules of Procedure

ATTACHMENT(S):

Resolution 13-2023 (redlined and clean versions)
Resolution 81-2022

RESOLUTION NO. xx-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (see Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009, 04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017, 46-2018, 25-2021, 08-2022 and 81-2022); and,

WHEREAS, the City Commission desires to amend its rules of procedure as reflected herein; and

WHEREAS, the City Commission finds the revisions to the City Commission’s rules of procedure as set forth in this Resolution are necessary to maintain orderly conduct of all City Commission meetings and serve a valid public purpose.

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

Section 1. The foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

Section 2. The City Commission’s adopted Rules of Procedure for the Lake Worth Beach City Commission are amended as follows (added language is underlined and deleted language is struck-through):

RULES OF PROCEDURE
LAKE WORTH BEACH CITY COMMISSION

RULE 51 |
SCHEDULING OF MEETINGS AND WORK SESSIONS

- (1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, and beginning at 6:00 P.M.

If a regular meeting date falls on a holiday, the meeting shall be held in the Commission Chambers, at City Hall as soon as reasonably possible following the holiday, beginning at 6:00 P.M.

The City Commission shall cancel not more than one regular meeting in any month.

- (2) Utility meetings of the City Commission, which shall include matters regarding the City’s Electric Utility and Water Utilities, shall be held on the last Tuesday of

each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 P.M. If a Utility meeting date falls on a holiday or conflicts with the need for a Regular or special meeting of the City Commission, the Utility meeting may be re-scheduled to another date ideally during the last week of the month or the Utility meeting may be cancelled. Utility matters may be heard at regular and special meetings of the City Commission. Except as set forth herein, the Utility meetings shall follow the same format, procedure and have the same rules of procedure as a regular meeting of the City Commission.

- (3) A special meeting of the City Commission to canvass ballots shall be held as required by the City Charter. Other special meetings may be called by a majority of the members of the City Commission or by the Mayor. Notice of special meetings shall be given to each Commissioner¹ and to the public at least twenty-four (24) hours in advance except for emergency meetings. If the Mayor or a member of the Commission is absent from the City or otherwise beyond reach of actual notice, failure to give such notice shall not prevent the convening of the special meeting. The City Commission may act on any matter presented at the special meeting unless prohibited by the City Charter or by rules established by the City Commission and public participation shall occur consistent with these Rules and applicable law. Special meetings shall be held in the Commission Chambers or Commission Meeting Room at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, or at such other location within the City as may be designated in the notice of the special meeting, beginning at a time to be specified in the notice of the special meeting.
- (4) Work Sessions of the City Commission may be called by a majority of the members of the City Commission or by the Mayor, and any matter may be discussed or studied at a work session. Any matter ~~that appears likely to take discussed by the City Commission for more than~~ thirty (30) minutes shall be ~~discussed or studied at a~~ moved to a work session ~~prior to official action of the City Commission,~~ unless this requirement is waived by a majority vote. No official action of the City Commission shall be taken at a work session and no public participation shall occur. All work sessions shall end at 10:00 P.M. At 10:00 P.M., the City Commission shall cease further discussion on the business on the table and, upon a majority consensus of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.
- (5) "District Public Forums" may be held by the City Commission on a quarterly basis beginning in October 2021, one to be held in each district of the City on a rotating basis. Notice of such meetings shall be posted no less than 14 days before each meeting. No official action shall be taken at these meetings.
- (6) All regular and special meetings shall end at 10:00 P.M. At 10:00 P.M. the City Commission shall cease further discussion on the business on the table and, upon a majority vote of the City Commission present, determine whether or not to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.

Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall not be waived, except where such waiver is expressly permitted in paragraph (4) of Rule 1 (regarding the 30 minute limitation on discussions), and shall only be amended by resolution.

RULE 2 QUORUM

A majority of the City Commission shall constitute a quorum; a smaller number may adjourn a meeting or recess a meeting to a time certain. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the City Commission.

RULE 3 ~~ABSENT-MEMBER PARTICIPATION BY TELEPHONE CONFERENCE~~

- ~~(a) Up to two (2) members of the City Commission, who are physically absent due to extraordinary circumstances, may participate through electronic means in a City Commission work session or meeting and vote in a meeting if a quorum of the Commission is physically present at the meeting or work session location.~~
- ~~(b) Pre-agenda Work Sessions may be conducted via Zoom.~~

RULE 4 DUTIES AND RESPONSIBILITIES OF THE "CHAIR"

- (1) The Mayor shall be the presiding officer of the City Commission, and shall be referred to as the "Chair" when sitting in that capacity. In case of the absence or the disability of the Mayor, the Vice Mayor shall assume the responsibilities of the presiding officer, and if both are absent or disabled, the Vice Mayor Pro Tem shall preside.
- (2) The Chair shall preserve order. The Chair may call to order any member of the Commission and any member of the public who shall violate any of these rules or otherwise disrupt the orderly proceeding of the meeting. The Chair shall decide all questions of order subject to a majority vote on an appeal of the decision.
- (3) The Chair shall recognize all Commissioners who seek the floor while entitled to do so.
- (4) The Chair shall not make or second a motion.

RULE 5 ORDER OF BUSINESS

- (1) The order of business for a regular meeting shall ordinarily be:
 - 1. Roll Call
 - 2. Invocation or Moment of Silence

3. Pledge of Allegiance
4. Agenda-Additions/Deletions/Reordering
5. Presentations
6. Commission Liaison Reports and Comments
7. City Manager's Report
8. City Attorney's Report
- ~~8~~9. Public Participation on Non-Agendaed Items and Consent Agenda
- ~~9~~10. Approval of Minutes
- ~~10~~11. Consent Agenda
- ~~11~~12. Public Hearings
- ~~12~~13. Unfinished Business
- ~~13~~14. New Business
14. City Attorney's Report
15. Upcoming meetings and work sessions
16. Adjournment

- (2) The order of business may be revised by a majority vote.
- (3) ~~Matters may be placed on the agenda by the Mayor, any Commissioner, the City Manager, or the City Attorney, in adherence to the agenda submission deadlines.~~

~~(4)~~ (3) Except for matters advertised for public hearing, any matter may be removed from an agenda by the person who placed it on the agenda or by a majority vote.

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~~(5)~~(4) When a matter comes before the Commission that directly affects one election district, the Commissioner from that district shall have the privilege of both expressing his or her views and making a motion on that matter first.

~~(6)~~(2) ~~Matters may be placed under Presentations by the Mayor, any Commissioner or the City Manager, in adherence to the agenda submission deadlines.~~

~~(7)~~(5) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis. The Mayor or Commissioner whose turn it is to deliver the invocation or moment of silence may designate another individual to deliver the invocation on their behalf. Any individual who delivers the invocation shall not denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion. Any individual who delivers the invocation is encouraged to be respectful in tone.

**RULE 6
DEBATE OF MOTIONS; VOTING**

- (1) When debating or discussing a motion, a Commissioner shall address the Chair and await recognition before speaking. The Commissioner making a motion is entitled to the floor first for debate. No Commissioner is entitled to the floor a second time on the same motion as long as any other Commissioner who has not spoken on the issue desires the floor.

- (2) Motions and amendments can be withdrawn or modified by the maker at any time prior to the Chair's stating the question on the motion; after that time, the permission of the Commission majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor.
- (3) Members of the public are permitted to participate upon opening of the floor for public comment by the Chair during Public Participation on Non-Agendaed Items and Consent Agenda (No. ~~8-9~~ above) and during each item of Public Hearing (No. ~~11-12~~ above), Unfinished Business (No. ~~12-13~~ above), and New Business (No. ~~13-14~~ above). The time shall be limited to three (3) minutes per public participant for Public Participation on Non-Agendaed Items and Consent Agenda (No. ~~8-9~~ above). The time shall be limited to two (2) minutes per public participant on all issues of Public Hearing (No. ~~11-12~~ above), Unfinished Business (No. ~~12-13~~ above), and New Business (No. ~~13-14~~ above). During a public hearing, the presentations shall be limited to ten minutes each but the time may be extended to permit questioning. Online comments will be posted on the website upon submission. ~~The first ten City Clerk will read comments submitted online for a maximum of 30 minutes for each item will be read by the City Clerk. There shall be a tally of the comments for, against or undecided when more than ten comments have been submitted for an item.~~
- (4) A member of the audience who speaks to the City Commissioner may be questioned for additional information, but Commissioners shall not engage in debate with a member of the audience. Members of the audience may ask questions but may not compel a Commissioner, the City Manager, or the City Attorney to answer questions during a meeting.
- (5) The Chair shall restate all motions before the vote is taken.
- (6) A tie vote shall constitute a continuance of the item to the next regular meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, the Mayor or a Commissioner.
- (7) The failure of a motion stated in the negative shall not be deemed an affirmative action. For example, the failure of a motion to deny shall not constitute an approval.
- (8) During a presentation, the presenter shall have ten minutes to make his or her presentation but the time may be extended to permit questioning of the presenter.

**RULE 7
NON-DEBATABLE MOTIONS**

The following motions are not debatable:

To adjourn;
To lay on the table;
To take from the table;
To divide a question;
To close or re-open nominations;
To take a recess;
A point of information;
An appeal of a decision of the Chair;
The previous question.

**RULE 8
RECONSIDERATION**

Any member of the Commission may move to reconsider any action of the Commission provided that new relevant information is presented to the Commission and the motion be made by the next regular Commission meeting. No motion to reconsider shall be made more than once on any subject or matter.

**RULE 9
COMMISSION MINUTES**

Copies of the minutes of the regular meetings shall be furnished, when possible, at least five days prior to the next regular meeting. Such minutes shall stand confirmed at the regular meeting of the Commission without the reading thereof in open meeting unless some inaccuracy or error is pointed out by some member of the Commission present, and in such event, an appropriate correction shall be made. ~~Upon request, the City Manager will cause the City Clerk to provide any Commissioner with access to Commission meeting recordings or transcribed excerpts of City Commission meetings.~~ No member shall suggest to the City Clerk any revision in minutes of meetings before the same shall have been submitted to the full Commission for approval, unless specifically requested by the Clerk to make clarification. The minutes shall be Action Minutes with a time stamp for each item corresponding to the video recording.

**RULE 10
ADOPTION OF ROBERT'S RULES OF ORDER**

Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the City Commission, but such Rules shall not take precedence over any provision of Florida law, the City Charter, an ordinance or resolution of the City, or these rules, which shall govern in the event of conflict. A failure to comply with Robert's Rules of

Order or these rules shall not affect the validity of any action taken by the City Commission.

RULE 11 AMENDMENT OR WAIVER OF RULES

These rules of procedure may be amended or waived by a majority vote, provided that no such amendment shall conflict with any applicable provision of Florida law, the City Charter, or an ordinance of the City.

RULE 12 AGENDA PROCEDURES

~~(1) Matters may be placed on the agenda by the Mayor, any Commissioner, the City Manager, or the City Attorney, in adherence to the agenda submission deadlines.~~

~~(2) Matters may be placed under Presentations by the Mayor, any Commissioner or the City Manager, in adherence to the agenda submission deadlines.~~

~~(3)~~ Agenda submittal deadline: The deadline for submitting items for inclusion on an agenda shall be no later than 12:00 PM on Friday of the week prior to the deadline for distributing the final agenda.

~~(24)~~ Agenda distribution deadline: The deadline for distributing a final agenda with supporting documents shall be no later than ~~Thursday~~Friday, two (2) weeks prior to a regularly scheduled City Commission meeting.

For all special or work session City Commission meetings, the agendas with supporting documents will be distributed consistent with the timeframe referenced above.

~~(3)~~ ~~(5)~~ Amendment to agenda: There shall be no additions to a distributed City Commission agenda unless the matter is deemed to be an emergency.

In the case of an emergency, any person or City Commissioner requesting an addition to the distributed City Commission agenda must do so in writing, provide written justification for the emergency within the narrative of an agenda memorandum, and include supporting backup material to the City Manager no later than ~~54~~4:00 PM the Friday before a regularly scheduled Commission meeting.

The name of the person or City Commissioner requesting the addition shall be placed with the agenda item to be presented. The written justification and

| Pg. 8, Reso. [81-2022xx-2023](#)

supporting backup material shall be submitted to the City Commission prior to a regularly scheduled Commission meeting.

At the beginning of the City Commission meeting, the City Commission shall review the emergency and, in its discretion, will determine whether it will accept, review and take action on the addition requested.

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**RULE 13
PRESERVE ORDER**

Intentionally deleted and reserved for future consideration.

**RULE 14
DECORUM FOR CITIZEN PARTICIPATION**

In support of and respect for an open, fair and informed decision-making process, the City Commission and Administration recognize that:

- (1) Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and
- (2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Commission decision-making, the following Rules of Decorum for Citizen Participation have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum for Citizen Participation will be referenced in the agenda. A written list of the Rules of Decorum for Citizen Participation will also be printed and mounted upon the walls of the Commission Chamber and Conference Room and referenced on comment cards utilized in the Commission Chamber.

- (1) Speakers will conduct themselves in a civil and respectful manner at all times.
- (2) Speakers will address the Chair.
- (3) Speakers will state their names and addresses for the record at the beginning of their comments.
- (4) Questions to Commission members or City staff will be facilitated by the Chair.
- (5) Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individuals(s) to whom the words are addressed or other language that is disruptive to the orderly and fair progress of discussion at the meeting.
- (6) Members of the audience shall refrain from making comments of a personal nature regarding others.
- (7) Name-calling and/or obscenity is forbidden.
- (8) Shouting, yelling or screaming is forbidden.

- (9) Commission Work Session or Public Hearing attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's comments.

It is the intent of the City Commission to maintain order and enforce the Rules of Decorum for Citizen Participation for all meetings. Disregard of these rules will be met with the following consequences:

- (1) The Chair will identify out loud the out-of-compliance behavior and request for the behavior to stop;
- (2) The Chair will ask the speaker to have a seat if he/she continues to disrupt the meeting;
- (3) If the speaker refuses to have a seat, the Chair will recess the meeting; and
- (4) Will instruct a law enforcement officer to instruct the speaker to stop the disruptive conduct and escort the speaker out of the meeting venue.

Section 3. All resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall become effective upon its adoption.

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

Mayor Betty Resch	<u>AYE</u>
Vice Mayor Christopher McVoy	<u>AYE</u>
Commissioner Sarah Malega	<u>AYE</u>
Commissioner Kimberly Stokes	<u>AYE</u>
Commissioner Reinaldo Diaz	<u>AYE</u>

The Mayor thereupon declared this resolution duly passed and adopted on this ~~18th~~ _____ day of ~~October~~ _____, 20223.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

RESOLUTION NO. 13-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (see Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009, 04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017, 46-2018, 25-2021, 08-2022 and 81-2022); and,

WHEREAS, the City Commission desires to amend its rules of procedure as reflected herein; and

WHEREAS, the City Commission finds the revisions to the City Commission's rules of procedure as set forth in this Resolution are necessary to maintain orderly conduct of all City Commission meetings and serve a valid public purpose.

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

Section 1. The foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

Section 2. The City Commission's adopted Rules of Procedure for the Lake Worth Beach City Commission are amended as follows (added language is underlined and deleted language is struck-through):

**RULES OF PROCEDURE
LAKE WORTH BEACH CITY COMMISSION**

**RULE 1
SCHEDULING OF MEETINGS AND WORK SESSIONS**

- (1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, and beginning at 6:00 P.M.

If a regular meeting date falls on a holiday, the meeting shall be held in the Commission Chambers, at City Hall as soon as reasonably possible following the holiday, beginning at 6:00 P.M.

The City Commission shall cancel not more than one regular meeting in any month.

- (2) Utility meetings of the City Commission, which shall include matters regarding the City's Electric Utility and Water Utilities, shall be held on the last Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 P.M. If a Utility meeting date falls on a holiday or conflicts with the need for a Regular or special meeting of the City Commission, the Utility meeting may be re-scheduled to another date ideally during the last week of the month or the Utility meeting may be cancelled. Utility matters may be heard at regular and special meetings of the City Commission. Except as set forth herein, the Utility meetings shall follow the same format, procedure and have the same rules of procedure as a regular meeting of the City Commission.
- (3) A special meeting of the City Commission to canvass ballots shall be held as required by the City Charter. Other special meetings may be called by a majority of the members of the City Commission or by the Mayor. Notice of special meetings shall be given to each Commissioner¹ and to the public at least twenty-four (24) hours in advance except for emergency meetings. If the Mayor or a member of the Commission is absent from the City or otherwise beyond reach of actual notice, failure to give such notice shall not prevent the convening of the special meeting. The City Commission may act on any matter presented at the special meeting unless prohibited by the City Charter or by rules established by the City Commission and public participation shall occur consistent with these Rules and applicable law. Special meetings shall be held in the Commission Chambers or Commission Meeting Room at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, or at such other location within the City as may be designated in the notice of the special meeting, beginning at a time to be specified in the notice of the special meeting.
- (4) Work Sessions of the City Commission may be called by a majority of the members of the City Commission or by the Mayor, and any matter may be discussed or studied at a work session. Any matter discussed by the City Commission for thirty (30) minutes shall be moved to a work session unless this requirement is waived by a majority vote. No official action of the City Commission shall be taken at a work session and no public participation shall occur. All work sessions shall end at 10:00 P.M. At 10:00 P.M., the City Commission shall cease further discussion on the business on the table and, upon a majority consensus of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.
- (5) "District Public Forums" may be held by the City Commission on a quarterly basis beginning in October 2021, one to be held in each district of the City on a rotating basis. Notice of such meetings shall be posted no less than 14 days before each meeting. No official action shall be taken at these meetings.
- (6) All regular and special meetings shall end at 10:00 P.M. At 10:00 P.M. the City Commission shall cease further discussion on the business on the table and, upon a majority vote of the City Commission present, determine whether or not to (1)

adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.

Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall not be waived, except where such waiver is expressly permitted in paragraph (4) of Rule 1 (regarding the 30 minute limitation on discussions), and shall only be amended by resolution.

RULE 2 QUORUM

A majority of the City Commission shall constitute a quorum; a smaller number may adjourn a meeting or recess a meeting to a time certain. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the City Commission.

RULE 3 MEMBER PARTICIPATION BY TELEPHONE CONFERENCE

- (1) Up to two (2) members of the City Commission, who are physically absent due to extraordinary circumstances, may participate through electronic means in a City Commission work session or meeting and vote in a meeting if a quorum of the Commission is physically present at the meeting or work session location.
- (2) Pre-agenda Work Sessions may be conducted via Zoom.

RULE 4 DUTIES AND RESPONSIBILITIES OF THE "CHAIR"

- (1) The Mayor shall be the presiding officer of the City Commission, and shall be referred to as the "Chair" when sitting in that capacity. In case of the absence or the disability of the Mayor, the Vice Mayor shall assume the responsibilities of the presiding officer, and if both are absent or disabled, the Vice Mayor Pro Tem shall preside.
- (2) The Chair shall preserve order. The Chair may call to order any member of the Commission and any member of the public who shall violate any of these rules or otherwise disrupt the orderly proceeding of the meeting. The Chair shall decide all questions of order subject to a majority vote on an appeal of the decision.
- (3) The Chair shall recognize all Commissioners who seek the floor while entitled to do so.
- (4) The Chair shall not make or second a motion.

**RULE 5
ORDER OF BUSINESS**

- (1) The order of business for a regular meeting shall ordinarily be:
 1. Roll Call
 2. Invocation or Moment of Silence
 3. Pledge of Allegiance
 4. Agenda-Additions/Deletions/Reordering
 5. Presentations
 6. Commission Liaison Reports and Comments
 7. City Manager's Report
 8. City Attorney's Report
 9. Public Participation on Non-Agendaed Items and Consent Agenda
 10. Approval of Minutes
 11. Consent Agenda
 12. Public Hearings
 13. Unfinished Business
 14. New Business
 15. Upcoming meetings and work sessions
 16. Adjournment
- (2) The order of business may be revised by a majority vote.
- (3) Except for matters advertised for public hearing, any matter may be removed from an agenda by the person who placed it on the agenda or by a majority vote.
- (4) When a matter comes before the Commission that directly affects one election district, the Commissioner from that district shall have the privilege of both expressing his or her views and making a motion on that matter first.
- (5) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis. The Mayor or Commissioner whose turn it is to deliver the invocation or moment of silence may designate another individual to deliver the invocation on their behalf. Any individual who delivers the invocation shall not denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion. Any individual who delivers the invocation is encouraged to be respectful in tone.

**RULE 6
DEBATE OF MOTIONS; VOTING**

- (1) When debating or discussing a motion, a Commissioner shall address the Chair and await recognition before speaking. The Commissioner making a motion is entitled to the floor first for debate. No Commissioner is entitled to the floor a second time on the same motion as long as any other Commissioner who has not spoken on the issue desires the floor.

- (2) Motions and amendments can be withdrawn or modified by the maker at any time prior to the Chair's stating the question on the motion; after that time, the permission of the Commission majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor.
- (3) Members of the public are permitted to participate upon opening of the floor for public comment by the Chair during Public Participation on Non-Agendaed Items and Consent Agenda (No. 9 above) and during each item of Public Hearing (No. 12 above), Unfinished Business (No. 13 above), and New Business (No. 14 above). The time shall be limited to three (3) minutes per public participant for Public Participation on Non-Agendaed Items and Consent Agenda (No. 9 above). The time shall be limited to two (2) minutes per public participant on all issues of Public Hearing (No. 12 above), Unfinished Business (No. 13 above), and New Business (No. 14 above). During a public hearing, the presentations shall be limited to ten minutes each but the time may be extended to permit questioning. Online comments will be posted on the website upon submission. The City Clerk will read comments submitted online for a maximum of 30 minutes for each item..
- (4) A member of the audience who speaks to the City Commissioner may be questioned for additional information, but Commissioners shall not engage in debate with a member of the audience. Members of the audience may ask questions but may not compel a Commissioner, the City Manager, or the City Attorney to answer questions during a meeting.
- (6) The Chair shall restate all motions before the vote is taken.
- (7) A tie vote shall constitute a continuance of the item to the next regular meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, the Mayor or_a Commissioner.
- (8) The failure of a motion stated in the negative shall not be deemed an affirmative action. For example, the failure of a motion to deny shall not constitute an approval.
- (9) During a presentation, the presenter shall have ten minutes to make his or her presentation but the time may be extended to permit questioning of the presenter.

RULE 7 NON-DEBATABLE MOTIONS

The following motions are not debatable:

To adjourn;
To lay on the table;
To take from the table;
To divide a question;

To close or re-open nominations;
To take a recess;
A point of information;
An appeal of a decision of the Chair;
The previous question.

RULE 8 RECONSIDERATION

Any member of the Commission may move to reconsider any action of the Commission provided that new relevant information is presented to the Commission and the motion be made by the next regular Commission meeting. No motion to reconsider shall be made more than once on any subject or matter.

RULE 9 COMMISSION MINUTES

Copies of the minutes of the regular meetings shall be furnished, when possible, at least five days prior to the next regular meeting. Such minutes shall stand confirmed at the regular meeting of the Commission without the reading thereof in open meeting unless some inaccuracy or error is pointed out by some member of the Commission present, and in such event, an appropriate correction shall be made. No member shall suggest to the City Clerk any revision in minutes of meetings before the same shall have been submitted to the full Commission for approval, unless specifically requested by the Clerk to make clarification. The minutes shall be Action Minutes with a time stamp for each item corresponding to the video recording.

RULE 10 ADOPTION OF ROBERT'S RULES OF ORDER

Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the City Commission, but such Rules shall not take precedence over any provision of Florida law, the City Charter, an ordinance or resolution of the City, or these rules, which shall govern in the event of conflict. A failure to comply with Robert's Rules of Order or these rules shall not affect the validity of any action taken by the City Commission.

RULE 11 AMENDMENT OR WAIVER OF RULES

These rules of procedure may be amended or waived by a majority vote, provided that no such amendment shall conflict with any applicable provision of Florida law, the City Charter, or an ordinance of the City.

RULE 12
AGENDA PROCEDURES

- (1) Matters may be placed on the agenda by the Mayor, any Commissioner, the City Manager, or the City Attorney, in adherence to the agenda submission deadlines.
- (2) Matters may be placed under Presentations by the Mayor, any Commissioner or the City Manager, in adherence to the agenda submission deadlines.
- (3) Agenda submittal deadline: The deadline for submitting items for inclusion on an agenda shall be no later than 12:00 PM on Friday of the week prior to the deadline for distributing the final agenda.
- (4) Agenda distribution deadline: The deadline for distributing a final agenda with supporting documents shall be no later than Friday, two (2) weeks prior to a regularly scheduled City Commission meeting.

For all special or work session City Commission meetings, the agendas with supporting documents will be distributed consistent with the timeframe referenced above.

- (5) Amendment to agenda: There shall be no additions to a distributed City Commission agenda unless the matter is deemed to be an emergency.

In the case of an emergency, any person or City Commissioner requesting an addition to the distributed City Commission agenda must do so in writing, provide written justification for the emergency within the narrative of an agenda memorandum, and include supporting backup material to the City Manager no later than 4:00 PM the Friday before a regularly scheduled Commission meeting.

The name of the person or City Commissioner requesting the addition shall be placed with the agenda item to be presented. The written justification and supporting backup material shall be submitted to the City Commission prior to a regularly scheduled Commission meeting.

At the beginning of the City Commission meeting, the City Commission shall review the emergency and, in its discretion, will determine whether it will accept, review and take action on the addition requested.

RULE 13
PRESERVE ORDER

Intentionally deleted and reserved for future consideration.

**RULE 14
DECORUM FOR CITIZEN PARTICIPATION**

In support of and respect for an open, fair and informed decision-making process, the City Commission and Administration recognize that:

- (1) Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and
- (2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Commission decision-making, the following Rules of Decorum for Citizen Participation have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum for Citizen Participation will be referenced in the agenda. A written list of the Rules of Decorum for Citizen Participation will also be printed and mounted upon the walls of the Commission Chamber and Conference Room and referenced on comment cards utilized in the Commission Chamber.

- (1) Speakers will conduct themselves in a civil and respectful manner at all times.
- (2) Speakers will address the Chair.
- (3) Speakers will state their names and addresses for the record at the beginning of their comments.
- (4) Questions to Commission members or City staff will be facilitated by the Chair.
- (5) Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individuals(s) to whom the words are addressed or other language that is disruptive to the orderly and fair progress of discussion at the meeting.
- (6) Members of the audience shall refrain from making comments of a personal nature regarding others.
- (7) Name-calling and/or obscenity is forbidden.
- (8) Shouting, yelling or screaming is forbidden.
- (9) Commission Work Session or Public Hearing attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's comments.

It is the intent of the Commission to maintain order and enforce the Rules of Decorum for Citizen Participation for all meetings. Disregard of these rules will be met with the following consequences:

- (1) The Chair will identify out loud the out-of-compliance behavior and request for the behavior to stop;
- (2) The Chair will ask the speaker to have a seat if he/she continues to disrupt the meeting;
- (3) If the speaker refuses to have a seat, the Chair will recess the meeting; and
- (4) Will instruct a law enforcement officer to instruct the speaker to stop the disruptive conduct and escort the speaker out of the meeting venue.

Section 3. All resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall become effective upon its adoption.

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 this _____ day of _____ 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

RESOLUTION NO. 81-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2004, the City Commission adopted rules of procedure for City Commission meetings, which have been amended for a variety of reasons over time (see Resolutions 05-2004, 26-2006, 48-2007, 49-2007, 32-2008, 06-2009, 33-2009, 04-2011, 14-2011, 05-2012, 17-2012, 09-2013, 56-2013, 59-2015, 26-2017, 46-2018, 25-2021 and 08-2022); and,

WHEREAS, the City Commission desires to amend its rules of procedure to change the time of adjournment of the meetings from midnight to 11:00 PM; and

WHEREAS, the City Commission also desires to update presentations and public participation; and

WHEREAS, the City Commission finds the revisions to the City Commission's rules of procedure as set forth in this Resolution are necessary to maintain orderly conduct of all City Commission meetings and serve a valid public purpose.

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

Section 1. The foregoing recitals are hereby incorporated into this Resolution as true and correct statements.

Section 2. The City Commission's adopted Rules of Procedure for the Lake Worth Beach City Commission are amended as follows (added language is underlined and deleted language is struck-through):

**RULES OF PROCEDURE
LAKE WORTH BEACH CITY COMMISSION**

**RULE 1
SCHEDULING OF MEETINGS AND WORK SESSIONS**

- (1) Regular meetings of the City Commission shall be held on the first and third Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, and beginning at 6:00 P.M.

If a regular meeting date falls on a holiday, the meeting shall be held in the Commission Chambers, at City Hall on the next day immediately following the holiday, beginning at 6:00 P.M.

The City Commission may cancel not more than one regular meeting in any month.

- (2) Utility meetings of the City Commission, which shall include matters regarding the City's Electric Utility and Water Utilities, shall be held on the last Tuesday of each month, in the Commission Chambers, at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida beginning at 6:00 P.M. If a Utility meeting date falls on a holiday or conflicts with the need for a Regular or special meeting of the City Commission, the Utility meeting may be re-scheduled to another date ideally during the last week of the month or the Utility meeting may be cancelled. Utility matters may be heard at regular and special meetings of the City Commission. Except as set forth herein, the Utility meetings shall follow the same format, procedure and have the same rules of procedure as a regular meeting of the City Commission.
- (3) A special meeting of the City Commission to canvass ballots shall be held as required by the City Charter. Other special meetings may be called by a majority of the members of the City Commission or by the Mayor. Notice of special meetings shall be given to each Commissioner¹ and to the public at least twenty-four (24) hours in advance except for emergency meetings. If the Mayor or a member of the Commission is absent from the City or otherwise beyond reach of actual notice, failure to give such notice shall not prevent the convening of the special meeting. The City Commission may act on any matter presented at the special meeting unless prohibited by the City Charter or by rules established by the City Commission and public participation shall occur consistent with these Rules and applicable law. Special meetings shall be held in the Commission Chambers or Commission Meeting Room at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida, or at such other location within the City as may be designated in the notice of the special meeting, beginning at a time to be specified in the notice of the special meeting.
- (4) Work Sessions of the City Commission may be called by a majority of the members of the City Commission or by the Mayor, and any matter may be discussed or studied at a work session. Any matter that appears likely to take more than thirty (30) minutes shall be discussed or studied at a work session prior to official action of the City Commission, unless this requirement is waived by a majority vote. No official action of the City Commission shall be taken at a work session and no public participation shall occur. All work sessions shall end at 10:00 PM. At 10:00 PM., the City Commission shall cease further discussion on the business on the table and, upon a majority consensus of the City Commission present, determine whether to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.
- (5) "District Public Forums" may be held by the City Commission on a quarterly basis beginning in October 2021, one to be held in each district of the City on a rotating basis. Notice of such meetings shall be posted no less than 14 days before each meeting. No official action shall be taken at these meetings.

- (6) All regular and special meetings shall end at 10:00 PM. At 10:00 PM. the City Commission shall cease further discussion on the business on the table and, upon a majority vote of the City Commission present, determine whether or not to (1) adjourn the meeting; or (2) extend the meeting and continue to conduct the meeting until 11:00 PM. All meetings shall adjourn automatically at 11:00 PM.

Rule 1 is exempt from the provisions of Rule 11 Amendment or Waiver of Rules and shall not be waived, except where such waiver is expressly permitted in paragraph (4) of Rule 1 (regarding the 30 minute limitation on discussions), and shall only be amended by resolution.

RULE 2 QUORUM

A majority of the City Commission shall constitute a quorum; a smaller number may adjourn a meeting or recess a meeting to a time certain. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the City Commission.

RULE 3 ABSENT MEMBER PARTICIPATION BY TELEPHONE CONFERENCE

Up to two (2) members of the City Commission, who are physically absent due to extraordinary circumstances, may participate through electronic means in a City Commission work session or meeting and vote in a meeting if a quorum of the Commission is physically present at the meeting or work session location.

RULE 4 DUTIES AND RESPONSIBILITIES OF THE "CHAIR"

- (1) The Mayor shall be the presiding officer of the City Commission, and shall be referred to as the "Chair" when sitting in that capacity. In case of the absence or the disability of the Mayor, the Vice Mayor shall assume the responsibilities of the presiding officer, and if both are absent or disabled, the Vice Mayor Pro Tem shall preside.
- (2) The Chair shall preserve order. The Chair may call to order any member of the Commission and any member of the public who shall violate any of these rules or otherwise disrupt the orderly proceeding of the meeting. The Chair shall decide all questions of order subject to a majority vote on an appeal of the decision.
- (3) The Chair shall recognize all Commissioners who seek the floor while entitled to do so.
- (4) The Chair shall not make or second a motion.

**RULE 5
ORDER OF BUSINESS**

- (1) The order of business for a regular meeting shall ordinarily be:
 1. Roll Call
 2. Invocation or Moment of Silence
 3. Pledge of Allegiance
 4. Agenda-Additions/Deletions/Reordering
 5. Presentations
 6. Commission Liaison Reports and Comments
 7. City Manager's Report
 8. Public Participation on Non-Agendaed Items and Consent Agenda
 9. Approval of Minutes
 10. Consent Agenda
 11. Public Hearings
 12. Unfinished Business
 13. New Business
 14. City Attorney's Report
 15. Upcoming meetings and work sessions
 16. Adjournment
- (2) The order of business may be revised by a majority vote.
- (3) Matters may be placed on the agenda by the Mayor, any Commissioner, the City Manager, or the City Attorney, in adherence to the agenda submission deadlines.
- (4) Except for matters advertised for public hearing, any matter may be removed from an agenda by the person who placed it on the agenda or by a majority vote.
- (5) When a matter comes before the Commission that directly affects one election district, the Commissioner from that district shall have the privilege of both expressing his or her views and making a motion on that matter first.
- (6) The Invocation or Moment of Silence shall be offered by the Mayor or a member of the Commission on a rotating basis. The Mayor or Commissioner whose turn it is to deliver the invocation or moment of silence may designate another individual to deliver the invocation on their behalf. Any individual who delivers the invocation shall not denigrate nonbelievers or religious minorities, threaten damnation, or preach conversion. Any individual who delivers the invocation is encouraged to be respectful in tone.

**RULE 6
DEBATE OF MOTIONS; VOTING**

- (1) When debating or discussing a motion, a Commissioner shall address the Chair and await recognition before speaking. The Commissioner making a motion is

entitled to the floor first for debate. No Commissioner is entitled to the floor a second time on the same motion as long as any other Commissioner who has not spoken on the issue desires the floor.

- (2) Motions and amendments can be withdrawn or modified by the maker at any time prior to the Chair's stating the question on the motion; after that time, the permission of the Commission majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor.
- (3) Members of the public are permitted to participate upon opening of the floor for public comment by the Chair during Public Participation on Non-Agendaed Items and Consent Agenda (No. 8 above) and during each item of Public Hearing (No. 11 above), Unfinished Business (No. 12 above), and New Business (No. 13 above). The time shall be limited to three (3) minutes per public participant for Public Participation on Non-Agendaed Items and Consent Agenda (No. 8 above). The time shall be limited to two (2) minutes per public participant on all issues of Public Hearing (No. 11 above), Unfinished Business (No. 12 above), and New Business (No. 13 above). During a public hearing, the presentations shall be limited to ten minutes each but the time may be extended to permit questioning. Online comments will be posted on the website upon submission. The first ten comments submitted online for each item will be read by the City Clerk.
- (4) A member of the audience who speaks to the City Commission may be questioned for additional information, but Commissioners shall not engage in debate with a member of the audience. Members of the audience may ask questions but may not compel a Commissioner, the City Manager, or the City Attorney to answer questions during a meeting.
- (5) The Chair shall restate all motions before the vote is taken.
- (6) A tie vote shall constitute a continuance of the item to the next regular meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, the Mayor or a Commissioner.
- (7) The failure of a motion stated in the negative shall not be deemed an affirmative action. For example, the failure of a motion to deny shall not constitute an approval.
- (8) During a presentation, the presenter shall have ten minutes to make his or her presentation but the time may be extended to permit questioning of the presenter.

RULE 7 NON-DEBATABLE MOTIONS

The following motions are not debatable:

To adjourn;
To lay on the table;
To take from the table;
To divide a question;
To close or re-open nominations;
To take a recess;
A point of information;
An appeal of a decision of the Chair;
The previous question.

RULE 8 RECONSIDERATION

Any member of the Commission may move to reconsider any action of the Commission provided that new relevant information is presented to the Commission and the motion be made by the next regular Commission meeting. No motion to reconsider shall be made more than once on any subject or matter.

RULE 9 COMMISSION MINUTES

Copies of the minutes of the regular meetings shall be furnished, when possible, at least five days prior to the next regular meeting. Such minutes shall stand confirmed at the regular meeting of the Commission without the reading thereof in open meeting unless some inaccuracy or error is pointed out by some member of the Commission present, and in such event, an appropriate correction shall be made. Upon request, the City Manager will cause the City Clerk to provide any Commissioner with access to Commission meeting recordings or transcribed excerpts of City Commission meetings. No member shall suggest to the City Clerk any revision in minutes of meetings before the same shall have been submitted to the full Commission for approval, unless specifically requested by the Clerk to make clarification.

RULE 10 ADOPTION OF ROBERT'S RULES OF ORDER

Robert's Rules of Order, Newly Revised, are adopted as the rules of procedure of the City Commission, but such Rules shall not take precedence over any provision of Florida law, the City Charter, an ordinance or resolution of the City, or these rules, which shall govern in the event of conflict. A failure to comply with Robert's Rules of Order or these rules shall not affect the validity of any action taken by the City Commission.

**RULE 11
AMENDMENT OR WAIVER OF RULES**

These rules of procedure may be amended or waived by a majority vote, provided that no such amendment shall conflict with any applicable provision of Florida law, the City Charter, or an ordinance of the City.

**RULE 12
AGENDA PROCEDURES**

- (1) Agenda submittal deadline: The deadline for submitting items for inclusion on an agenda shall be no later than 12:00 PM on Friday of the week prior to the deadline for distributing the final agenda.
- (2) Agenda distribution deadline: The deadline for distributing a final agenda with supporting documents shall be no later than Thursday, two (2) weeks prior to a regularly scheduled City Commission meeting.

For all special or work session City Commission meetings, the agendas with supporting documents will be distributed consistent with the timeframe referenced above.

- (3) Amendment to agenda: There shall be no additions to a distributed City Commission agenda unless the matter is deemed to be an emergency.

In the case of an emergency, any person or City Commissioner requesting an addition to the distributed City Commission agenda must do so in writing, provide written justification for the emergency within the narrative of an agenda memorandum, and include supporting backup material to the City Manager no later than 5:00 PM the Friday before a regularly scheduled Commission meeting.

The name of the person or City Commissioner requesting the addition shall be placed with the agenda item to be presented. The written justification and supporting backup material shall be submitted to the City Commission prior to a regularly scheduled Commission meeting.

At the beginning of the City Commission meeting, the City Commission shall review the emergency and, in its discretion, will determine whether it will accept, review and take action on the addition requested.

**RULE 13
PRESERVE ORDER**

Intentionally deleted and reserved for future consideration.

RULE 14 DECORUM FOR CITIZEN PARTICIPATION

In support of and respect for an open, fair and informed decision-making process, the City Commission and Administration recognize that:

- (1) Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and
- (2) Un-civil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Commission decision-making, the following Rules of Decorum for Citizen Participation have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum for Citizen Participation will be referenced in the agenda. A written list of the Rules of Decorum for Citizen Participation will also be printed and mounted upon the walls of the Commission Chamber and Conference Room and referenced on comment cards utilized in the Commission Chamber.

- (1) Speakers will conduct themselves in a civil and respectful manner at all times.
- (2) Speakers will address the Chair.
- (3) Questions to Commission members or City staff will be facilitated by the Chair.
- (4) Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individuals(s) to whom the words are addressed or other language that is disruptive to the orderly and fair progress of discussion at the meeting.
- (5) Speakers will refrain from making comments of a personal nature regarding others.
- (6) Name-calling and/or obscenity is forbidden.
- (7) Shouting, yelling or screaming is forbidden.
- (8) Commission Work Session or Public Hearing attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's comments.

It is the intent of Commission to maintain order and enforce the Rules of Decorum for Citizen Participation for its meetings. Disregard of these rules will be met with the following consequences:

- (1) The Chair will identify out loud the out-of-compliance behavior and request for the behavior to stop;
- (2) The Chair will ask the speaker to have a seat if he/she continues to disrupt the meeting;
- (3) If the speaker refuses to have a seat, the Chair will recess the meeting; and
- (4) Will instruct a law enforcement officer to instruct the speaker to stop the disruptive conduct and escort the speaker out of the meeting venue.

Section 3. All resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall become effective upon its adoption.

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 this _____ day of _____ 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: City Clerk

TITLE:

Resolution No. 21-2023 – Approving a Correction to the Fees & Charges for Cemetery Fees related to the reconveyance of plots to the City

SUMMARY:

The fees and charges for the cemetery were approved at the September 22, 2022 Regular City Commission Meeting. The City Clerk's office discovered an error in the fee for plots that could be sold back to the City.

BACKGROUND AND JUSTIFICATION:

The City has two cemeteries and allows for the those who have purchased plots to sell them back to the City. On May 3, 2022, the City Commission approved Resolution 31-2022 which amended the rules and regulations for the cemeteries. Section 7 (a) of the policy establishes that the payment for the reconveyance of the plots is set in the fee schedule. The language in the fee schedule reads that the City shall pay the owner, the original amount paid for the plot or \$300, whichever is the greater, but should read that the City would pay the lesser of the amount. This resolution corrects the wording in the fee schedule.

MOTION:

Move to approve/disapprove Resolution No. 21-2023 – Approving a Correction to the Fees & Charges for Cemetery Fees related to the reconveyance of plots to the City.

ATTACHMENT(S):

Resolution 21-2023 including Exhibit A - Corrected Fees & Charges
Cemetery Policy Resolution 31-2022

RESOLUTION NO. 21-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, CORRECTING THE FEES AND CHARGES SCHEDULE FOR CEMETERY FEES, RECONVEY PLOT TO CITY, FOR FISCAL YEAR 2023; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida provides a variety of services to its residents and the public for the overall general health, safety and welfare of the City; and

WHEREAS, the City Commission desires to establish fees and charges for such City services in an amount that is based upon the reasonable associated administrative expenses to the City; and

WHEREAS, the City Commission adopted a comprehensive schedule of fees and charges for Fiscal Year 2022-2023 to become effective on October 1, 2022, and

WHEREAS, the City Clerk's office discovered an error in the fees to reconvey plots to the city. The language should read that the City shall pay the owner the original amount paid for the plot or \$300, whichever is the lesser but reads whichever is the greater; and

WHEREAS, the City Commission finds the approval of the corrected fees and charges for the cemetery set forth herein serves a valid public purpose.

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

SECTION 1: The foregoing recitals are incorporated into this resolution as true and correct statements.

SECTION 2: The corrected 2022-2023 fiscal year schedule of fees and charges for cemetery fees to reconvey plots to the city is attached hereto as Exhibit A and incorporated herein as hereby corrected.

SECTION 3: Except as revised by this resolution, all other fees and charges adopted by the City remain unchanged.

SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are declared severable.

SECTION 6: This resolution shall become effective upon adoption with the fees and charges set forth herein to go into effect immediately.

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 _____ day of _____, 2023.


LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Exhibit A

		EXHIBIT A		
SCHEDULE OF FEES AND CHARGES FOR SERVICES				
Originating Department	Description of Services Provided	Fees (\$)		
CITY CLERK	Cemetery Fees	Resident	Non-Resident	Deposit
Pinecrest Cemetery & I.A. Banks Memorial Park	Sale of Burial Units*			
	Unsold lots set aside for Infant burial	\$ 200.00	\$ 400.00	\$ -
	All other unsold lots for adults (except Veterans lots)	950.00	1,450.00	-
	Veterans Plots*			
	Unsold lots in all Veteran Plots	No Charge	600.00	-
	Installation of Veteran Stones and Markers	175.00	175.00	-
	Reconvey Plot to the City			
The City shall pay the owner, the original amount paid for the plot or \$300, whichever is the lesser	Lesser of \$300, or original cost	Lesser of \$300, or original	-	
Name Change on Interment deed				
Administrative Costs for Name Change	50.00	50.00	-	
Footnote / Explanation				
*	Costs cover perpetual care.			
@				
1				
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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 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 Kimberly Stokes	AYE
Commissioner Reinaldo Diaz	AYE

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



Exhibit A

THE CITY OF LAKE WORTH BEACH MUNICIPAL CEMETERY RULES AND REGULATIONS

[Last updated May 3, 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 public works 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.

- (a) *Disinterment* means the removal of the cremains or remains of a deceased human body in earth burial or aboveground burial.
- (b) *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.
- (e) *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.
- (f) *Resident* means any person living within the corporate limits of the City of Lake Worth Beach.

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

- (a) The City 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 City may deem to be in violation of one or more of the provisions of this article.
- (b) The City reserves and shall have the right to enlarge, reduce, re-plat 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 City 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 any public purpose that serves the best interests of the City.
- (e) The City 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 City 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, or, at the sole discretion of the city manager, by refunding the amount of money paid on account of said purchase.
- (g) The City 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 City 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 City 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, or injurious to the plot, adjoining plots or to the cemetery in general.
- (i) Copies of up to date rules and regulations shall be kept on file in the public works department.
- (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 City and public.

- (a) The City shall endeavor at all times to provide general maintenance and care to its municipal cemeteries.
- (b) The City 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.
- (e) The perpetual care of the cemetery is assumed by the taxpayers of the City 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 City, and the maintenance of pathways and roadways. Perpetual care by the City 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, 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 City shall charge prices for the sale of municipal cemetery plots and associated fees in accordance with the prices established in the City's comprehensive Schedule of Fees, as amended from time to time (hereinafter "Fee Schedule").
- (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.
- (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.
- (e) *Plot deeds.* The city manager, 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 copy of the executed deed.
- (f) *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 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 interment permit, the City requires seventy-two (72) working hours for the grave opening.
- (b) *Number of interments per plot.* Up to five (5) cremains and a full burial may be interred 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 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 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) Regular hours. Just as with City parks, cemetery hours are from dawn to dusk. Interments shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding City-observed holidays. Interments scheduled to occur between 3:00 p.m. and 5:00 p.m. or anytime on weekends, excluding City-observed holidays, shall require an additional fee. No interments or disinterments shall be permitted on Thanksgiving Day, Christmas day, or Easter Sunday.
- 2) Delayed Service. Services commencing 31 minutes or later beyond the scheduled interment/disinterment time shall 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) Sundays. At the sole discretion of the City, where an interment is requested to be scheduled on a Sunday, excluding City-observed holidays, Christmas day, and Easter Sunday, interments shall be scheduled between the hours of 10:00 a.m. and 3:00 p.m. Interments requested on a Sunday shall require an additional fee.
- 4) Disinterments shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding City-observed holidays.
- 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 City's cemetery staff two (2) business days prior to the installation. Upon proper notification, the City 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 City. 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.

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

- (a) **Reconveyance to City.** No plot or any interest therein shall be sold, transferred, assigned or conveyed in any manner (collectively, “transferred”) by the owner 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 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 the Schedule of Fees. No transfer of any plot or any interest therein shall be valid unless the provisions of this section are complied with.
- (b) *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 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 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 City as defined herein, then the additional price for a non-resident must be paid. The City 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 City 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 interment of deceased veterans. Eligibility for interment 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 City.
- (b) The City's cemetery 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 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 City shall not be liable for plants or herbage of any kind or other grave decorations 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.
- (e) Any plants, as described above, or any other grave decoration of any kind will be removed by the City, without liability, when they violate cemetery rules and regulations, any City ordinance, or other law. Notice of such violation or removal shall not be required.

10. **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.
- (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. Pets shall not be allowed on the cemetery grounds except in the case of service animals utilized to assist disabled patrons.
 - (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 – No person shall operate any motor vehicle within the cemetery.
-

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2023-14 – First Reading - Revising Sections 2-82 & 2-83 relating to the City Tree Board, and changing its name to the Tree & Landscape Board

SUMMARY:

At the May 16, 2023 City Commission meeting, the City Commission provided direction on proposed changes to the name and official duties / functions of the City Tree Board. The proposed ordinance is intended to reflect that direction, including renaming the board to the Tree & Landscape Board.

BACKGROUND AND JUSTIFICATION:

The City Tree Board was created in 1990. Sections 2-82 & 2-83 of the City's Code of Ordinances, which establish the board's advisory function and composition, were last amended in 2004 (Ordinance 2004-48). At the April 17, 2023 work session, the City Commission provided direction on desired future changes to the name of the board, and its functions and composition. An initial draft (Ordinance 2023-08) was presented to the City Commission on May 16, 2023, where the Commission requested modifications to the proposed ordinance for clarity and to continue the first reading to July. The proposed modified ordinance with a new ordinance number (Ordinance 2023-14) is presented for the review and approval of the City Commission.

The revisions to the Ordinance include: changing the name of the board; reducing the number of members from seven (7) to five (5); providing for technical qualifications for two (2) of the five (5) board members; modifying language regarding board member terms for consistency Section 2-9; clarifying the board's authority to reflect its existing activities, including outreach and public education; and, allowing for the review of changes to City's landscaping review for consistency with the University of Florida's Florida-Friendly Landscaping Program and industry best practices only.

MOTION:

Move to approve/disapprove Ordinance No. 2023-14 on first reading, setting the second reading and public hearing for August 1, 2023.

ATTACHMENT(S):

Ordinance 2023-14

ORDINANCE NO. 2023-14 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 2-82 AND SECTION 2-83 TO RENAME THE "CITY TREE BOARD" TO THE "TREE & LANDSCAPE BOARD," TO REVISE THE BOARD'S ADVISORY DUTIES FOR CLARITY AND SPECIFICITY, TO REDUCE THE MEMBERS FROM SEVEN TO FIVE, AND TO MODIFY THE BOARD'S MEMBERS, TERMS AND VACANCY REQUIREMENTS FOR CONSISTENCY WITH ORDINANCE 2022-02; AND PROVIDING FOR SEVERABILITY, THE REPEALS OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Lake Worth Beach wishes to encourage citizen participation in the beautification of our community through education and outreach on the importance of shade trees and the recommendations by the University of Florida's Florida-Friendly Landscaping Program; and

WHEREAS, the City Commission wishes to reapply and maintain the National Arbor Foundation designation as a "Tree City USA" in an effort to promote understanding of the importance of trees in Lake Worth Beach; and

WHEREAS, the City Commission wishes to update and clarify the renamed Tree & Landscape Board's advisory functions.

WHEREAS, the City Commission wishes to modify the Board's members, terms and vacancy requirements for consistency with Ordinance 2022-02.

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

Section 1. Chapter 2, Article IX, of the Code of Ordinances is hereby amended to read as follows:

Chapter 2

ADMINISTRATION

. . .

ARTICLE IX. CITY TREE & LANDSCAPE BOARD

. . .

Sec. 2-82. Creation; Advisory function.

There is hereby created and established an official city tree & landscape board to serve in a planning and advisory capacity to the city commission on tree and landscaping related issues as follows: ~~The purpose of the board is to establish policy and provide standards within the city landscape ordinance for tree preservation and protection, both public and private. This policy will include, but not be limited to: providing educational materials on proper planting, pruning techniques, insect and disease control; planting of native species; inventory of existing trees; permit guidelines including rules for tree removal; opportunities for citizen involvement; and city tree sales. The board will also recommend the planting of trees which will provide a continuing shade canopy into the future.~~

- (a) Review and provide a recommendation on the City's landscaping work plan addressing the planting and maintenance of trees and landscaping on City property;
- (b) Review and provide a recommendation on amendments to the City's landscape requirements based on consistency with the University of Florida's Florida-Friendly Landscaping Program and industry best practices;
- (c) Review and provide recommendations on public information and outreach related to the promotion of shade trees and the University of Florida's Florida-Friendly Landscaping Program. Public outreach may include educational materials and events on proper planting, pruning techniques, insect and disease control; planting of native species and tree preservation;

- (d) Advise on public outreach events related to Arbor Day observances including festivals and tree giveaways or sales in support of maintaining the City's Tree City USA designation; and
- (e) Provide recommendations to the city commission on expenditures from the Tree Canopy Restoration Fund.

Sec. 2-83. Members, terms and vacancies.

- (a) The official city tree board of the City of Lake Worth shall be comprised of the following members: seven (7) resident members. Effective July 31, 2013, two (2) resident members shall be appointed for one-year terms, two (2) resident members shall be appointed for two-year terms, and three (3) resident members shall be appointed for three-year terms. Thereafter, all succeeding resident members would serve three-year terms. The city horticulturist shall be the advisor to the board. The official tree & landscape board shall be composed of five (5) volunteer members, appointed by the city commission, to serve in that capacity unless and until he/she/they is removed from office pursuant to law or a vacancy that otherwise occurs as consistent with the Section 2-9 – City board appointment process, terms of office and residence. The provisions in Section 2-9 shall serve as the members, terms and vacancies requirements for the tree & landscape board unless otherwise stated in this section.
- (b) The membership of the tree & landscape board shall include two (2) members to the extent available who have certifications, licenses and/or education as a landscape architect, arborist, horticulturist, master gardener or have education/training/degree in one of the following areas: landscape architecture, botany, ecology, horticulture, agriculture, sustainability or a related field. The remaining three (3) members shall be members at large, who have demonstrated an interest, appreciation, understanding and/or knowledge of South Florida friendly landscapes.
- (c) The tree & landscape board shall elect its own chairperson and vice chairperson annually at the first meeting in January. The board shall vote to approve written minutes of each meeting taken by the secretary, which shall also include the meeting attendance. The City Horticulturalist or designee shall serve as the secretary and staff liaison in a non-voting capacity.

~~(b) The board shall elect its officers annually for a term of one (1) calendar year at the first meeting in January:~~

- ~~(1) Chairperson. Presides at meetings of the board and makes presentations, written and oral, on behalf of the board to the city commission and the city manager.~~
- ~~(2) Vice-chairperson. Performs the duties of the chairperson in his/her absence.~~
- ~~(3) Secretary. Records the minutes and attendance at each meeting.~~

Section 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions or this Ordinance are declared severable.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall become effective ten (10) days after passage.

The passage of this ordinance on first reading was moved by _____, 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 ordinance duly passed on first reading on the _____ day of _____, 2023.

The passage of this ordinance on second reading was moved by _____, seconded by Commissioner _____, as amended 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 ordinance duly passed on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Leisure Services

TITLE:

Ordinance No. 2023-15 – sunseting the City Recreation Advisory Board

SUMMARY:

The Ordinance repeals Article XI of Chapter 2 of the Code of Ordinances in order to sunset the City Recreation Advisory Board.

BACKGROUND AND JUSTIFICATION:

In 2005, the City Commission created the City Recreation Advisory Board (Rec Board) to make advisory recommendations to the City Commission, City Manager and Recreation Manager on matters affecting recreation policies, programs, finances and future land or facility capital projects. The Board also assists in promoting community awareness and involvement in recreation programs and initiatives. By its ordinance, the Board is required to meet monthly with four (4) board members present to constitute a quorum. However, since October, 2016, the Recreation Advisory Board has failed to meet due to a lack of quorum. At this time, there are 4 vacancies on the Board which have not been filled.

The City certainly values all of its board members and appreciates their service. However, when the Rec Board was established in 2005, the city and its needs were vastly different. The Recreation Manager has evolved into the Leisure Services Director who oversees many divisions in addition to recreation. The requirements of the department have changed, making the Rec Board, in its current form, unnecessary. In addition, the continual cancellation of meetings for lack of a quorum wastes the active board members' time. The proposed Ordinance seeks to repeal the Recreation Advisory Board ordinance in order to sunset the Board so that its active members can be better utilized by the City in other productive capacities.

MOTION:

Move to approve/disapprove Ordinance No. 2023-15 on first reading, setting the second reading and public hearing for August 1, 2023.

ATTACHMENT(S):

Ordinance 2023-15

Ordinance 2005-36 creating the Recreation Advisory Board

ORDINANCE NO. 2023-15 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REPEALING ARTICLE XI OF CHAPTER 2 OF THE CODE OF ORDINANCES IN ORDER TO SUNSET THE CITY RECREATION ADVISORY BOARD; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, in 2005, the City Commission of the City of Lake Worth Beach created the City Recreation Advisory Board to make recommendations to make advisory recommendations to the City Commission, City Manager and Recreation Manager on matters affecting recreation policies, programs, finances and future land or facility capital projects; and, to assist in promoting community awareness and involvement in recreation programs and initiatives; and

WHEREAS, by its ordinance, Article XI of Chapter 2, the Recreation Advisory Board is required to meet monthly with four (4) board members present to constitute a quorum; and

WHEREAS, since October, 2016, the Recreation Advisory Board has failed to meet due to a lack of quorum; and

WHEREAS, at this time, there are 4 vacancies on the Board which have not been filled; and

WHEREAS, while the Recreation Advisory Board has provided invaluable advisory assistance and recommendations to the City in the past, the City Commission believes the Recreation Advisory Board's role has concluded and the Board's active members should be utilized in other capacities to further assist the City; and

WHEREAS, the City Commission of the City of Lake Worth Beach deems it to be in the best interests of the citizens and residents of the City to sunset the City Recreation Advisory Board.

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

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2: Chapter 2, Article XI, entitled "City Recreation Advisory Board" of the Code of Ordinances of the City of Lake Worth Beach, is hereby repealed which includes repealing sections 2-91, 2-92, 2-93, 2-94 and 2-95.

Section 3: If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby. In the event of a subsequent change in applicable law, so the provision which had been held invalid is no longer invalid, the

provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding under this Ordinance.

Section 4: That any ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 5: This ordinance shall become effective ten (10) days after passage.

The passage of this ordinance on first reading 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 ordinance duly passed on first reading on the ____ day of _____, 2023.

The passage of this ordinance on second reading 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 ordinance duly passed on the ____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

ORDINANCE NO. 2005-36 OF THE CITY OF LAKE WORTH, FLORIDA, ADDING ARTICLE XI AND SECTIONS 2-91 THROUGH 2-95 OF THE CODE OF ORDINANCES TO CREATE THE CITY RECREATION ADVISORY BOARD; PROVIDING THE PURPOSE, DUTIES, MEMBERSHIP, AND MEETINGS OF THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

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

Section 1. Article XI and sections 2-91 through 2-95 of Chapter 2 of the Code of Ordinances are added to read as follows:

Chapter 2

ADMINISTRATION

ARTICLE XI. CITY RECREATION ADVISORY BOARD

Sec. 2-91. Creation; advisory function.

There is hereby created and established a City Recreation Advisory Board to serve in an advisory capacity to the City Commission, the City Manager, and the Recreation Manager. The Board shall serve as liaison between the Recreation Department and the citizens of the community. The Board shall consult with and advise the City Manager, Recreation Manager, and the City Commission in matters affecting recreation policies, programs, finances and future land or facility capital projects related to the total community recreation program and to its long-range plans. It is also the purpose of the Board to assist in promoting community awareness and involvement in recreation programs and initiatives and to assist the City in planning for future facility and program needs.

Sec. 2-92. Duties.

It shall be the duty of the Board to:

1. Solicit and gather input from citizens concerning parks and recreation facilities and programs and relate this information to the Recreation Manager.
2. Continually review the Recreation Department's programs, sites, and facilities and submit any suggestions they may have.
3. Assist in the promotion of recreation programs and encourage community involvement and volunteerism.
4. Assist with the planning for and the development of adequate passive and active park and open space, recreational sites, and activities in accordance

with funds allocated to the Recreation Department through the general fund budget and the Capital Improvements Plan.

Assist in identifying alternative sources of funding to improve the overall delivery of recreation services including grants and to seek approval from the City Commission to initiate the necessary application for such funds.

6. To assist in studies and research into the area of parks and recreation as deemed necessary.

L Submit written reports to the City Commission, City Manager, and Recreation Manager when deemed necessary.

Sec. 2-93. Membership.

(a) The Recreation Advisory Board shall be comprised of the following members: six resident members appointed by the City Commission and one student member appointed by the Lake Worth Teen Advisory Council. The resident members shall serve for three (3) year terms. The student member shall serve a one (1) year term and have voting rights, but shall not be counted for the purpose of creating a quorum.

(b) If any member of the Board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty five (25) percent of the meetings of the Board held within any 12-month period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy.

Lc/ The City Commission may remove any member of the Board for misconduct or neglect of duty.

(d) The Board shall elect its officers for a term of one calendar year, not to exceed the member's appointed term.

Chairperson - Presides at meetings of the Board and makes presentations, written and oral, on behalf of the Board to the City Commission and the Recreation Manager.

if Vice-Chairperson - Performs the duties of the Chairperson in his/her absence.

L9.) Secretary - Records the minutes and attendance at each meeting.

Sec. 2-94. Meetings.

(a) The Board shall meet at least once a month.

(b) Four (4) members of the Board shall constitute a quorum for the performance of the duties of the Board at any time.

Sec. 2-95. Recreation Manager.

The Recreation Manager is an ex-officio member (by virtue of his/her office) of the Board and attends Board meetings. The Recreation Manager shall serve only in an advisory capacity. The Manager shall have a continuing responsibility to explain the organization, responsibilities and program objectives to the Board. The Manager shall work closely with the Board in matters of interest to the operation of efficient programs and inform the Board concerning the interests, needs, objectives, progress, plans, and other factors of importance. The Manager shall be the official medium of communication between the Recreation Department and the Board. A Recreation Department staff member shall attend Board meetings in the Manager's absence.

Section 2. Section 1 of this Ordinance shall be codified.

Section 3. This Ordinance shall become effective ten (10) days after passage.

The passage of this Ordinance on first reading was moved by Commissioner Lowe, seconded by Vice Mayor McKinnon, and upon being put to a vote, the vote was as follows:

Mayor Marc J. Drautz	AYE
Vice Mayor Colburn H. McKinnon	AYE
Commissioner Retha Lowe	AYE
Commissioner Nadine Burns	AYE
Commissioner Joe Egly	AYE

The Mayor thereupon declared this Ordinance duly passed on first reading on the 4th day of October 2005.

The passage of this Ordinance on second reading was moved by Vice Mayor McKinnon, seconded by Commissioner Lowe, and upon being put to a vote, the vote was as follows:

Mayor Marc J. Drautz	AYE
Vice Mayor Colburn H. McKinnon	AYE
Commissioner Retha Lowe	AYE
Commissioner Nadine Burns	AYE
Commissioner Joe Egly	AYE


The Mayor thereupon declared this Ordinance duly passed and enacted on the 18th day of October 2005.

LAKE WORTH CITY COMMISSION

By: 

Marc J. Drautz, Mayor

ATTEST:



Pamela J. Lopez, City Clerk



STAFF REPORT REGULAR MEETING

AGENDA DATE: July 18, 2023

DEPARTMENT: Public Works

TITLE:

Purchase Order with Nextran Truck Center for the procurement of a new 60/40 Recycle Collection Truck

SUMMARY:

The Purchase Order with Nextran Truck Center authorizes the procurement of a new 60/40 recycle collection truck at a cost not to exceed \$396,115.00.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach maintains its own Solid Waste and Recycling Division as managed through the Public Works Department. The Division is actively engaged in the collection and disposal of both residential and commercial solid waste and recycling. As part of the operational needs, heavy equipment replacement is necessary to maintain an efficient and safe working fleet. As part of the Fiscal Year 2023 budget process, a new Mack TE/LR 60/40 Recycle Collection truck was identified to be replaced as part of the operational needs. The truck is being purchased through Nextran Truck Center, a member of the Florida Sheriff's Cooperative Bid contract FSA22-VEH20 Item Number 62 at a cost not to exceed \$396,115.00.

MOTION:

Move to approve/disapprove the Purchase Order with Nextran Truck Center for \$396,115.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Quote

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$396,115.00	0	0	0	0
Operating	0	0	0	0	0
Capital	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

Contract Award - Existing Appropriation	
	Expenditure
Department	Public Services
Division	Residential Collection
GL Description	Machinery & Equipment / Vehicles
GL Account Number	430-5081-534.64-30
Project Number	RE2300
Requested Funds	\$396,115.00



ISUZU



FLORIDA SHERIFF’S ASSOCIATION BID SHEET

CUSTOMER: CITY OF LAKE WORTH BEACH
BID NUMBER: FSA22-VEH20 ITEM NUMBER 62
DATE: JUNE 1 2023
DESCRIPTION: MACK TE/LR REFUSE
BID NUMBER:LWB6123A

BASE PRICE: 167,794

PUBLISHED OPTIONS:

1001856	375 hp upgrade	497
20F46R	66000 GVW PACKAGE	2,024
FEPTO PKG	FEPTO	777
318001	BAT DISCONNECT	94
5313802	AL WHEELS	2,045
HLB-LED	LED HEADLIGHTS	385
MCEOO51	DOUBLE FRAME	799
DLR BACKUP ALARM		203
NEW	MUNI TAG	330
5YR/300K	5/300 EP2+EATS WARRANTY	4,191

CHASSIS TOTAL 179,139

MFG LIST (BODY) HEIL 69/40 DSRL 216,976

TOTAL DELIVERED 396,115