



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 05, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Betty Resch

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

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

- A. Legislature Session Update by State Senator Lori Berman and State Representative David Silvers
- B. Presentation regarding the City's Literacy Campaign by Cindy Ansell, Library Manager
- C. Proclamation proclaiming April 28, 2022 as World Art Deco Day

DESIGNATION OF APPOINTMENTS:

- A. [Appointment of Vice Mayor and Vice Mayor Pro Tem](#)
- B. [Appointment of commissioners to various organizations:](#)
 - 1. [Transportation Planning Authority plus alternates](#)
 - 2. [Palm Beach County League of Cities](#)
 - 3. [Community Redevelopment Agency](#)
 - 4. [Neighborhood Association Presidents' Council](#)
 - 5. [Education Task Force](#)

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - March 1, 2022](#)
- B. [Pre-Agenda work session - March 9, 2022](#)
- C. [Regular Meeting - March 15, 2022](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2022-04 – Second Reading - amending Chapter 2 Administration regarding the sale of city-owned Properties to allow for exchange of property](#)
- B. [Resolution No. 23-2022 – declaring the intention of the Commission to change the name of “Ocean Breeze” to “South Ocean Breeze” from Lake Ave to 5th Ave South](#)
- C. [Ordinance No. 2022-05 - First Reading - revised Municipal Cemetery Ordinance](#)

NEW BUSINESS:

- A. [Construction Contract with Lambert Brothers, Inc.](#)
- B. [Ordinance No. 07-2022 – Notice Requirements for Rental Increases and Termination of Monthly Tenancies Without a Specific Duration](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

April 11 - work session @ 5 pm
April 13 - pre-agenda work session @ 9 am
April 19 - regular meeting

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: April 5, 2022

DEPARTMENT: City Clerk

TITLE:

Appointment of Vice Mayor and Vice Mayor Pro Tem

SUMMARY:

The Item provides for the appointment of a Vice Mayor and Vice Mayor Pro Tem in accordance with City Charter Article III, Section 3.

BACKGROUND AND JUSTIFICATION:

In accordance with the City's Charter, the Commission shall annually elect from among its members a Vice Mayor and Vice Mayor Pro Tem at the first regular City Commission meeting following the municipal election.

This meeting is the first regular City Commission meeting after the Commissioner from District 4 was administered the oath of office (Commissioner McVoy was administered his oath in the City Clerk's office prior to the regular meeting on March 8, 2022.)

MOTION:

Move to appoint _____ as Vice Mayor.

Move to appoint _____ as Vice Mayor Pro Tem.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: April 5, 2022

DEPARTMENT: City Clerk

TITLE:

Appointment of commissioners to various organizations:

1. Transportation Planning Authority plus alternates
2. Palm Beach County League of Cities
3. Community Redevelopment Agency
4. Neighborhood Association Presidents' Council
5. Education Task Force

SUMMARY:

The item provides for the appointment of City liaisons from the City Commission members to various organizations and boards.

BACKGROUND AND JUSTIFICATION:

Historically, the appointment to various organizations and boards has been scheduled on the first regular meeting following the municipal election. On April 2, 2019, the City Commission made the following appointments:

1. **Transportation Planning Authority (TPA)** – Commissioner McVoy; Commissioner Malega alternate

The TPA provides a cooperative, comprehensive, and continuing transportation planning and decision-making process which encompasses all modes and covers both short-range and long-range transportation planning.

2. **Palm Beach County League of Cities (PBCLC)** – Mayor Resch

The PBCLC's purpose is to promote and advance the collective interest(s) of the municipalities of the County to study municipal issues and seek desired results through cooperative effort, to respect the principles of Home Rule, to encourage and enhance the quality of life of the citizens of the County, and/or to engage in any other lawful purpose not for profit.

- 3.. **Community Redevelopment Agency (CRA)** – Mayor Resch

The CRA is responsible for formulating and implementing projects that are consistent with the Lake Worth Beach Redevelopment Plan to assist in revitalizing and redeveloping portions of the City.

4. **Neighborhood Association Presidents' Council (NAPC)** – Commissioner Malega

The Council supports and promotes their members' neighborhood associations and serves as an umbrella organization with no opinion on how each association chooses to decide matters for its own association.

5. Education Task Force – Commissioner Stokes

The Voices for LWB Schools (Education Task Force) serves to strengthen the relationship between the city and its schools, to study issues affecting the schools and report the findings and to assess the strengths and challenges that city schools are facing in an effort to determine how the city could assist.

MOTION:

Move to appoint _____ to serve as liaison to the Transportation Planning Authority with _____ and _____ serving as alternates.

Move to appoint _____ to serve as liaison to the Palm Beach County League of Cities.

Move to appoint _____ to serve as liaison to the Community Redevelopment Agency.

Move to appoint _____ to serve as liaison to the Neighborhood Association Presidents' Council.

Move to appoint _____ to serve as liaison to the Education Task Force.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MARCH 1, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:52) Present were Mayor Betty Resch, Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (1:10) led by Commissioner Sarah Malega.

PLEDGE OF ALLEGIANCE: (1:44) led by Vice Mayor Herman Robinson.

ADDITIONS/DELETIONS/REORDERING (2:03)

Presentation B, a proclamation declaring March 2022 as Florida Bicycle Month was added to the agenda.

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

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

PRESENTATIONS: (2:28) (there is no public comment on Presentation items)

A. Presentation by School Board Representative Erica Whitfield (2:35)

B. (added) Proclamation declaring March 2022 as Florida Bicycle Month (24:24)

COMMISSION LIAISON REPORTS AND COMMENTS: (28:00)

Action: Consensus for a proclamation in support of the people of Ukraine.

CITY MANAGER'S REPORT: (46:32)

City Manager Davis provided the following report:

- shared her appreciation for Vice Mayor Robinson's leadership and long years of service to the city.
- expressed gratitude to the team and staff for their hard work on the Street Painting Festival and thanked the sponsors for their resources and financial support.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (47:59)

APPROVAL OF MINUTES: (57:00)

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve the following minutes:

- A. Regular Meeting - February 1, 2022
- B. Pre-agenda work session - February 9, 2022

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

CONSENT AGENDA:

There were no items on the Consent Agenda.

PUBLIC HEARINGS: (57:16)

- A. HRPB 21-12400005 - Appeal by Madeline Burnside (property owner) of the denial of an application for a Certificate of Appropriateness (COA) by the Historic Resources Preservation Board (HRPB) for window replacement for the property located at 518 South L Street (57:19)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes that the evidence presented was competent and substantial and the decision of the Historic Resources Preservation Board to deny the application for a Certificate of Appropriateness (COA) for window replacement for the property located at 518 South L Street should be upheld.

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

- B. Ordinance No. 2022-02 – Second Reading – amending the Advisory Board Appointment Process (1:52:52)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE 2022-02 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 2, "ADMINISTRATION", ARTICLE I, "GENERAL", AT SECTION 2-9, "RESIDENCE REQUIREMENT; BOARDS NOT CREATED BY LEGISLATIVE PROCESS", TO RENAME SECTION 2-9 TO BE ENTITLED, "CITY BOARD APPOINTMENT PROCESS, TERMS OF OFFICE, AND RESIDENCE REQUIREMENT" AND BY CREATING THEREIN A NEW APPOINTMENT PROCESS FOR ALL MEMBERS OF CITY BOARDS, CHANGING THE TERMS OF OFFICE TO UNSPECIFIED TERMS

FOR ALL NEWLY APPOINTED BOARD MEMBERS, AND INCLUDING WITH REVISION THE CURRENT RESIDENCE REQUIREMENT FOR MEMBERS OF CITY BOARDS; REPEALING SECTION 2-12, APPOINTMENT OF MEMBERS OF CITY BOARDS AND TERMS OF OFFICE; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve Ordinance 2022-02 amending the advisory board process.

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

NEW BUSINESS: (1:57:05)

A. Ordinance No. 2022-03 - First Reading - amending the City's Pension Plan Ordinance (1:57:06)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2022-03 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 16, "PENSIONS AND RETIREMENT"; ARTICLE II, "EMPLOYEES' RETIREMENT SYSTEM"; SECTION 16-26, "PARTICIPATION IN THE PENSION PLAN", SECTION 16-27, "VESTING CREDITS", 16-29, "PENSION BENEFITS", SECTION 16-33, "SEVERANCE BENEFITS", SECTION 16-35, "BENEFIT LEVEL"; SECTION 16-44 "CASH BALANCE PLAN CREATED", AND SECTION 16-46, "ELIGIBILITY" TO PERMIT SPECIFIED EMPLOYEES TO PARTICIPANT IN THE CASH BALANCE PLAN AND TO PROVIDE A ONETIME OPTION FOR SPECIFIED EMPLOYEES TO REMAIN IN THE EXISTING BENEFIT STRUCTURE; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve Ordinance No. 2022-03 on first reading amending the City's Pension Plan Ordinance and setting the second reading and public hearing for March 15, 2022.

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

The meeting recessed at 7:59 PM and reconvened at 8:09 PM.

B. Fiscal Year 2022 - 2023 CDBG Application (2:09:02)

Action: Motion made by Vice Mayor Robinson and seconded by Mayor Resch (who passed the gavel) to select Memorial Park Improvements Phase II (facility concession and restroom replacement and upgrades) for FY 2022-2023 CDBG funding and to authorize the submission of an application to DHED for CDBG funds in the estimated amount of \$274,506 for the selected activity.

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

C. Resolution No. 13-2022 -- intent to abandon a portion of the City's right of way adjacent to 1401 North N Street (2:43:08)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 13-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER ABANDONMENT OF THE NORTH TWENTY FEET OF A FORTY FOOT PUBLIC RIGHT-OF-WAY LOCATED BETWEEN THE PROPERTIES AT 1331 NORTH N STREET AND 1401 NORTH N STREET; SETTING A PUBLIC HEARING FOR THE ABANDONMENT OF THE RIGHT-OF-WAY; REQUIRING ADVERTISEMENT OF THE PUBLIC HEARING; AND, PROVIDING AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to table Resolution 13-2022.

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

D. Change Order #4 with R&D Paving for the Park of Commerce Phase 2 Project (2:58:04)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Change Order #4 to R&D Paving at a cost not to exceed \$86,151.20.

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

E. Purchase Order with Orlando Freightliner Isuzu Truck of Ocala for a new Grapple Truck with sideload tippers for the Solid Waste Division (3:00:27)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve the purchase order with Orlando Freightliner Isuzu Truck of Ocala for the purchase of a new Grapple Truck with sideload tippers for the Solid Waste Division.

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

F. FY 2022 interfund budget transfer for the purchase of a new vehicle (3:01:23)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the budget transfer of \$32,000 from the Building Department Fund to the City Garage Fund for the acquisition of a new vehicle.

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

- G. Ordinance No. 2022-04 - First Reading - Ordinance No. 2022-04 – amending Chapter 2 Administration regarding the sale of city-owned Properties to allow for exchange of property (3:06:173)

City Attorney Goddeau read the ordinance by title only.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE I “IN GENERAL,” SECTION 2-1 “SALE OF CITY-OWNED PROPERTY,” PROVIDING FOR EXCHANGE OF PROPERTY; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Ordinance No. 2022-04 on first reading amending Chapter 2 Administration regarding the sale of city-owned Properties to allow for exchange of property and scheduling the second reading for April 5, 2022.

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

- H. Discussion of Mobile Food Vending and Cottage Food Vending (3:08:19)

Action: Consensus to look at the issue in a new, less restrictive and more creative manner.

- I. Establishment of a Business Advisory Board (3:45:24)

Action: Motion made by Commission McVoy and seconded by Commissioner Malega to extend the meeting until 11:00 PM.

Action: Consensus to look at other cities’ business advisory board resolutions and ordinances to determine how to proceed.

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

- J. Stipulation of Dismissal in lawsuit brought by Gulf Stream of Lake Worth Condominium Association, Inc. (4:00:54)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Stipulation of Dismissal in lawsuit brought by Gulf Stream of Lake Worth Condominium Association, Inc.

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

CITY ATTORNEY'S REPORT: (4:06:04)

City Attorney Goddeau did not provide a report.

UPCOMING MEETINGS AND WORK SESSIONS:

March 9 - pre-agenda work session @ 9 AM
March 15 - regular meeting
March 23 - pre-agenda work session @ 9 AM
March 29 - utility meeting

ADJOURNMENT: (4:06:26)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to adjourn the meeting at 10:07 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved April 5, 2022.

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

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

The meeting was called to order by Vice Mayor Robinson on the above date at 9:07 AM at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:22) Present were Mayor Betty Resch (arrived at 9:50 AM); Vice Mayor Herman Robinson; Commissioners Sarah Malega, Christopher McVoy (arrived at 9:12 AM) and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

UPDATES / FUTURE ACTION / DIRECTION (2:12)

Action: Consensus to visit the buildings at L&M Streets one commissioner at a time and to contact municipalities in the surrounding counties regarding affordable housing policies.

Mayor Resch assumed the gavel at 9:50 AM. Commissioners Malega and Stokes left the meeting at 10:00 AM. Vice Mayor Robinson left the meeting at 10:02 AM.

ADJOURNMENT: (44:14)

The meeting adjourned at 10:04 AM.

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, City Clerk

Minutes Approved: April 5, 2022

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MARCH 15, 2022 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:41) Present were Mayor Betty Resch, Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:59) led by Commissioner Christopher McVoy.

PLEDGE OF ALLEGIANCE: (1:53) led by Vice Mayor Herman Robinson.

ADDITIONS/DELETIONS/REORDERING (2:15)

Presentation A, Presentation by Suzanne Cabrera, regarding PBC's Housing Action Plan, Presentation D, Certificates of Appreciation presented to LWB lifeguards and Presentation G, a Proclamation commemorating Women's History Month were added to the agenda with the other presentations reordered. Previous Presentation D, Proclamation in support of the People of Ukraine was deleted from the agenda. Consent Agenda, Item B - Resolution No. 17-2022 - certifying the results of the March 8, 2022 Municipal General Election and Consent Agenda Item C - Resolution No. 18-2022 - setting the ballot for the March 22, 2022 Run-Off Election were added to the agenda. New Business A, Resolution No. 19-2022 in support of the People of Ukraine was added to the agenda and the previous New Business items were renumbered B – I.

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

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

PRESENTATIONS: (4:50) (there is no public comment on Presentation items)

A. (added) Presentation by Suzanne Cabrera, CEO of the Housing Leadership Coalition regarding PBC's Housing Action Plan (4:55)

Action: Consensus to support the initiative in writing.

B. Presentation by Healthier Lake Worth Beach (26:56)

Action: Consensus to continue supporting the efforts of Healthier Lake Worth Beach.

C. (reordered from Presentation A) Presentation of Life Saving Plaque to Employee Roosevaldo Albert (40:57)

D. (added) Certificates of Appreciation presented to LWB lifeguards Nick Agbaria, Gary Heiland, Sam Janssen, Nicola Lugo, Franke Mule, Sara Nichols, Frank Roper, Xavier De Salis and Doug Yoakum for their service (43:57)

D. (deleted) Proclamation in support of the people of Ukraine

E. (reordered from Presentation C) Proclamation declaring The Lord's Place 15th Annual SleepOut Event on April 1, 2022 (1:06:09)

F. (added) Proclamation commemorating Women's History Month (49:26)

COMMISSION LIAISON REPORTS AND COMMENTS: (51:56)

CITY MANAGER'S REPORT: (1:00:13)

City Manager Davis provided the following report:

- gave an update on the budget process and stated that the work sessions had been revised
- congratulate Jamie Brown on his appointment as State President of the American Public Works Association
- announced that the swearing in ceremony would be held on March 28, 2022 at Bryant Park
- said that she would make her rounds of the neighborhood associations and would be getting out to the community, speaking at the Palm Beach Office of Equal Business Opportunity and the monthly meeting for the National Forum for Black Public Administrators (South Florida Chapter).
- reported that she would be visiting all of the city departments in the coming weeks

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:08:43)

APPROVAL OF MINUTES: (1:22:39)

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

- A. Regular Meeting - February 15, 2022
- B. Pre-agenda Work Session - February 23, 2022
- C. Joint Work Session - February 23, 2022

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

CONSENT AGENDA: (1:22:49)

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

- A. Interlocal Agreement (ILA) with Palm Beach County to enable the County to become a Qualified County to receive the County Regional Funds from the Opioid litigation settlements
- B. (added) Resolution No. 17-2022 - certifying the results of the March 8, 2022 Municipal General Election
- C. (added) Resolution No. 18-2022 - setting the ballot for the March 22, 2022 Run-Off Election

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

PUBLIC HEARINGS: (1:23:05)

- A. Ordinance No. 2022-01 - Second Reading – (possible quasi-judicial) Consideration of a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Program Incentives to construct an 18-unit, mixed use multifamily development commonly referred to as “Casa Bella” within the Mixed Use – West (MU-W) zoning district (1:23:12)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2022-01 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED ON THE EAST SIDE OF BOUTWELL RD APPROXIMATELY 230 FEET SOUTH OF 10TH AVE NORTH AND CONSISTING OF APPROXIMATELY 0.52 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE - WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY BONUS INCENTIVE THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 18-UNIT MIXED USE URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance No. 2022-01 – consideration of a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Program Incentives to construct an 18-unit, mixed use multifamily development commonly referred to as “Casa Bella” within the Mixed Use – West (MU-W) zoning district.

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

B. Ordinance No. 2022-03 - Second Reading - amending the City's Pension Plan Ordinance (1:26:11)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2022-03 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 16, "PENSIONS AND RETIREMENT"; ARTICLE II, "EMPLOYEES' RETIREMENT SYSTEM"; SECTION 16-26, "PARTICIPATION IN THE PENSION PLAN", SECTION 16-27, "VESTING CREDITS", 16-29, "PENSION BENEFITS", SECTION 16-33, "SEVERANCE BENEFITS", SECTION 16-35, "BENEFIT LEVEL"; SECTION 16-44 "CASH BALANCE PLAN CREATED", AND SECTION 16-46, "ELIGIBILITY" TO PERMIT SPECIFIED EMPLOYEES TO PARTICIPANT IN THE CASH BALANCE PLAN AND TO PROVIDE A ONETIME OPTION FOR SPECIFIED EMPLOYEES TO REMAIN IN THE EXISTING BENEFIT STRUCTURE; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve Ordinance No. 2022-03 amending the City's Pension Plan Ordinance.

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

NEW BUSINESS: (1:27:44)

A. (added) Resolution No. 19-2022 in support of the people of Ukraine (1:28:05)

Mayor Resch read the resolution and requested that it be shared with other municipalities in Palm Beach County.

RESOLUTION NO. 19-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, EXPRESSING UNWAVERING SUPPORT FOR AN INDEPENDENT AND DEMOCRATIC UKRAINE AGAINST FURTHER RUTHLESS RUSSIAN MILITARY ASSAULT; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Resolution No. 19-2022 in support of the people of Ukraine, adding verbiage about the barbarism of Putin.

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

B. (reordered from New Business A) Agreement for Integrated Parking Management System with ParkMobile, LLC (1:32:55)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Agreement for Integrated Parking Management System with ParkMobile, LLC.

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

C. (reordered from New Business B) Amendment #3 with AE Engineering, Inc., for additional professional CEI Services (1:36:02)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Amendment #3 with AE Engineering, Inc., for additional professional CEI Services.

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

D. (reordered from New Business C) Agreement with Stantec Consulting Services, Inc. for Comprehensive Sustainability Analysis for the City for the FY 2023 Budget not to exceed \$125,423 (1:36:32)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the Agreement with Stantec Consulting Services, Inc for Comprehensive Sustainability Analysis for the City for the FY 2023 Budget not to exceed \$125,423.

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

E. (reordered from New Business D) Resolution No. 15-2022 – Sixth Operating Budget Amendment for FY 2022 to appropriate \$75,000 of JAG grant funding to implement a pilot communications platform using kiosks (1:42:45)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 15-2022, SIXTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 15-2022 – Sixth Operating Budget Amendment for FY 2022 to appropriate \$75,000 of JAG grant funding to implement a pilot communications platform using kiosks.

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

- F. (reordered from New Business E) Resolution No. 16-2022 – establishing an official signatory for all bank related functions (1:50:25)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 16-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE FINANCIAL SERVICES DIRECTOR AND ASSISTANT FINANCIAL SERVICES DIRECTOR AS THE TWO AUTHORIZED SIGNATORIES FOR ALL DISBURSEMENTS, TRANSFERS, AND WITHDRAWAL OF FUNDS FROM CITY ACCOUNTS; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Resolution No. 16-2022 – establishing an official signatory for all bank related functions.

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

The meeting recessed at 7:53 PM and reconvened at 8:03 PM.

- G. (reordered from New Business F) Re-purpose \$75,000 allocated to the PBC School Board Wi-Fi Project to be used to fund the City Hall EV Charging Stations (2:02:14)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to table until staff comes back with more information.

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

- H. (reordered from New Business G) Settlement Agreement and Mutual Release with Florida Department of Transportation (2:21:39)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve the Settlement Agreement and Mutual Release with Florida Department of Transportation.

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

- I. (reordered from New Business H) Discussion regarding establishing Lake Worth Beach as a Vision Zero City brought forward by Commissioner McVoy (2:23:20)

Action: Consensus for staff to bring back suggestions in to a future to put a plan into action.

CITY ATTORNEY'S REPORT: (2:45:37)

City Attorney Torcivia did not provide a report.

UPCOMING MEETINGS AND WORK SESSIONS:

March 23 - pre-agenda work session @ 9 AM

March 28 – special meeting

March 29 - utility meeting

Draft Agenda - April 5, 2022

ADJOURNMENT: (2:46:46)

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

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved April 5, 2022.

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: April 5, 2022

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2022-04 – (Second Reading) amending Chapter 2 Administration regarding the sale of city-owned Properties to allow for exchange of property

SUMMARY:

The proposed ordinance amends Chapter 2 Administration to allow for the exchange of properties when selling or disposing of city-owned properties.

BACKGROUND AND JUSTIFICATION:

Chapter 2 Administration of the City's Code of Ordinances provides for the mechanisms and parameters for the sale and purchase of city-owned properties. The proposed ordinance provides for an additional process to sell and/or purchase city-owned property. The additional process describes an exchange option for properties, where the City would have an option to exchange a city-owned property in order to purchase a different property owned by another entity. The proposal provides for an additional option to both dispose and purchase properties. The ordinance passed unanimously on first reading at the March 1, 2022 city commission meeting.

MOTION:

Move to approve/disapprove Ordinance No. 2022-04 amending Chapter 2 Administration regarding the sale of city-owned Properties to allow for exchange of property.

ATTACHMENT(S):

Fiscal Impact – N/A
Ordinance 2022-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE I “IN GENERAL,” SECTION 2-1 “SALE OF CITY-OWNED PROPERTY,” PROVIDING FOR EXCHANGE OF PROPERTY; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

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

WHEREAS, the City has adopted provisions regulating the sale of City-owned property; and

WHEREAS, the City desires to expand its options for sale of City-owned property to include exchange of property; and

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

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

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the City Commission.

Section 2. Chapter 2 “Administration,” Article I “In General,” Section 2-1 “Sale of city-owned property” is hereby amended to read as follows:

Sec. 2-1. Sale of city-owned property.

(a) *Definitions.* As used in this section:

- (1) *Real property* or *property* shall mean any real property owned by the city, the sale of which is not otherwise prohibited by the charter of the city, an ordinance of the city, or the laws of the state.
- (2) *Surplus property* shall mean city property the city commission has declared is not needed for city purposes.

- (3) *Good standing* shall mean that the person or entity submitting a bid or offer must have no code enforcement fines, special assessments, taxes, judgments or liens of any kind outstanding to the city and have not withdrawn an offer previously approved by the city.
- (4) *Appraised value* shall mean one hundred (100) percent of the total market value of the real property as reported by the county's property appraiser's current year of certified appraisal market value, or shall mean the opinion of an independent property appraisal employed pursuant to this section.
 - a. If an independent property appraisal is requested by the city and prepared for the property, then the appraised value shall be established from this report and not be based upon one hundred (100) percent of the county appraiser's total market value.
 - b. If two (2) or more independent property appraisers are employed to appraise the same property, the appraised value will be the average of the appraisals unless the city commission, in its sole discretion, determines otherwise.
- (5) *Proven track record* shall mean three (3) completed affordable housing projects.

(b) *Declaration of surplus property.*

- (1) In accordance with F.S. § 166.0451, an inventory list of all real property within the city limits to which the city holds fee simple title shall be prepared at least every three (3) years. Properties found to be appropriate for use as affordable housing by the planning and zoning board shall be delineated on said inventory list and provided to the city commission for public hearing. All properties listed must include the address and legal description of each such property and specify whether the property is vacant or improved. The city commission must review the list at a public hearing and make a determination of the properties appropriate for affordable housing. Following the public hearing, the city commission shall adopt a resolution that includes an inventory list of property to be used as affordable housing.
- (2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the city commission may be offered for sale and the proceeds may be used to purchase land for the development of affordable housing, or to increase the city fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction or rehabilitation of a property for permanent affordable housing.

- (3) The city commission may also determine from the inventory list, or it may make an independent decision that, there are properties that are unusable or not needed for city purposes that are not appropriate for affordable housing. In such event, the properties may be sold by competitive sealed bids, by a request for proposals, or by unsolicited proposal or exchanged for other property that is desired for city purposes. If not already included, these properties will then be identified on the inventory list.
- (4) The city may sell the property by any of the following means listed below.
 - (c) *Methods of sale.* The city commission may elect to dispose of city-owned surplus property by any of the following means listed below.
 - (1) *Competitive sealed bids.*
 - a. *[Invitation for bids.]* An invitation for bids shall be issued which shall include the specifications for the purchases sought including any special terms or conditions of sale.
 - b. *Public notice.* Prior to bid opening, public notice of the invitation for bid shall be published in a newspaper of general circulation once a week for two (2) consecutive weeks and by any other such means as deemed appropriate by the purchasing manager.
 - c. *Bid submission.* Bids shall be accepted only from persons or entities that are in good standing with the city. Bids must be received no later than the time and date and at the location specified for bid opening in the invitation for bid. No bids shall be accepted after such time and date or at any other location than specified. Bids received later, or at any other location specified, or from a vendor not in good standing with the city, shall be returned unopened to the bidder.
 - d. *Bid opening.* Bids shall be opened publicly at the time and place specified in the invitation for bids. The name of each bidder, the amount of each bid, and such other relevant information shall be recorded and such information shall be posted.
 - e. *Bid cancellation or postponement.* The city may at any time, elect to cancel a bid or postpone the date and/or time of bid submission or opening. After a bid opening, the purchasing manager may cancel a bid if fewer than two (2) responsive, and responsible bids are received.

(2) *Request for proposals.*

- a. At any time, the city can issue a request for proposals for a property which may include any special terms or conditions of sale.
- b. All responses to the request for proposals must be received no later than the time and date and at the location specified in the request for proposals. No response shall be accepted after such time and date or at any other location than specified. A response received later, or at any other location than specified, or from a person or entity not in good standing, shall be returned unopened.
- c. Cancellation or postponement. The city may at any time, elect to cancel a request for proposals, or postpone the date and/or time of submission or opening. After a request for proposals opening, the purchasing manager may cancel a request for proposals if fewer than two (2) responsive, and responsible responses to the request for proposals are received.

(3) *Unsolicited proposal.*

- a. At any time, the city manager may recommend to the city commission that it consider an unsolicited proposal to purchase city-owned property that the city manager believes qualifies as surplus property. An unsolicited proposal shall be accepted only from persons or entities that are in good standing with the city. In considering the unsolicited proposal the city commission must make a finding that the property is surplus and not needed for city purposes.
- b. The city commission must evaluate the unsolicited proposal and consider the appraised value for the property in the manner as set forth below before accepting an unsolicited proposal.
- c. The city commission is under no obligation to accept an unsolicited proposal.

(4) *Exchange of property.*

- a. At any time, the city commission, upon request or on its own motion, may determine it is in the best interest of the city for city-owned property that is or may, through the transaction, become surplus property be exchanged for other property within the city that the city desires to acquire for city purposes.
- b. An exchange of property shall be authorized only with persons or entities that are in good standing with the city. In considering the exchange of property

the city commission must make a finding that the property is, or through the transaction will become, surplus and not needed for city purposes.

c. The city commission must evaluate the terms and conditions of the exchange and consider the appraised value for the properties in the manner as set forth below before authorizing an exchange of properties.

d. The city commission is under no obligation to authorize an exchange of properties.

(d) *Appraisals for sale of property by sealed bids, request for proposals, ~~and~~ unsolicited proposal, and exchanges.*

(1) *Sealed bids and request for proposals.*

a. The city, at its option, may determine the appraised value of a surplus property by using one hundred (100) percent of the county property appraiser's total market value for the property. This appraisal shall be available for public view.

If this method is selected, then no sale by sealed bids shall be authorized unless the bid on the property is equal to at least one hundred (100) percent of current county property appraiser's total market value.

b. Independent property appraisal. The city, at its option, may determine the value of the property based upon an independent property appraisal (IPA), prepared by an individual who is both a member of the appraisal institute (MAI) and a state certified general appraiser acceptable to the city commissioners. This appraisal shall be available for public view.

Sales price shall not be less than one hundred (100) percent of the property appraisal report. If the city elects to have the appraisal value determined by an independent property appraisal, then this report shall be the value used in considering the sale of the property.

(2) *Unsolicited proposal or exchange.*

a. If the city receives an unsolicited proposal to purchase or is considering exchange of city-owned surplus property that has been assessed by the county property appraiser at less than twenty-five thousand dollars (\$25,000.00), then no formal appraisal shall be required. The property can be sold to the proposer or valued for exchange at no less than one hundred (100) percent of the amount assessed by the county property appraiser.

b. If the city receives an unsolicited proposal to purchase or is considering exchange of city-owned surplus property that has been assessed by the

county property appraiser between twenty-five thousand dollars (\$25,000.00) and fifty thousand dollars (\$50,000.00), then one formal appraisal shall be required. The sale price or exchange value shall not be less than one hundred (100) percent of the fair market value of the property according to an appraisal report made as of a date not earlier than six (6) months before the date that the city commission considers the proposer's request or a date not more than six (6) months before or after the date of the appraisal report for the property to be acquired by the city through the exchange.

- c. If the city receives an unsolicited proposal to purchase or is considering exchange of city-owned surplus property that has been assessed by the county property appraiser for more than fifty thousand dollars (\$50,000.00), then two (2) formal appraisals shall be required. At least one appraisal report shall be prepared by an individual who is both a member of the appraisal institute (MAI) and a state certified general appraiser. The appraiser selected shall be acceptable to the city commissioners. Either the city or the proposer or owner of property to be exchanged may provide the second appraisal report. The sale price or exchange value shall not be less than eighty-five (85) percent of the average of the two (2) appraisals. The appraisals shall be made as of a date not earlier than six (6) months before the date that the city commission considers the proposer's request or a date not more than six (6) months before or after the date of the appraisals for the property to be acquired by the city through the exchange.
- d. Appraisals for property to be acquired by the city through an exchange must meet the same appraisal requirements as set forth above for city-owned property.

(e) *Sale provisions for sale of property by sealed bids.*

- (1) The city commission at a public meeting shall approve the sale to the highest bidder, subject to the conditions set forth in this section, within forty-five (45) days from the deadline date set for receiving bids.
- (2) All bids must include a deposit check for five (5) percent of offering price or five hundred dollars (\$500.00), whichever is greater.
- (3) In the event of a default on the part of any purchaser of city-owned real property in making full payment or otherwise failing in the performance of the purchaser's obligations under the contract of purchase, the amount of the deposit shall be forfeited unless the contract shall otherwise provide.
- (4) Notwithstanding any rules of general practice for apportioning costs of the sale of property, purchasers of city-owned property shall pay all closing costs, including but not limited to costs of the survey, abstracting, title insurance, brokers fees, real estate commissions, purchaser's attorney's fees and all

documentary stamps, as well as the appraisal costs. Any costs incurred by the city must be reimbursed to the city prior to closing.

- (5) The city shall be responsible for all advertisements and or publication expenses which it elects to undertake for the property.
 - (6) The city shall have the right at any time to reject any and all bids and to cancel any scheduled sales.
- (f) *Sale provisions for sale of property by request for proposals.*
- (1) The city commission, at a public meeting, shall review the proposals received, and shall select and award the proposal based upon the criteria set forth in the request for proposals. The sale price may be determined at the public meeting or at a subsequent public meeting after negotiation with staff. The sale shall be subject to the conditions set forth in this section.
 - (2) All proposals must include a deposit check for five (5) percent of offering price or five hundred dollars (\$500.00), whichever is greater.
 - (3) In the event of a default on the part of any purchaser of city-owned real property in making full payment or otherwise failing in the performance of the purchaser's obligations under the contract of purchase, the amount of the deposit shall be forfeited unless the contract shall otherwise provide.
 - (4) Notwithstanding any rules of general practice for apportioning costs of the sale of property, purchasers of city-owned property shall pay all closing costs, including but not limited to costs of the survey, abstracting, title insurance, brokers fees, real estate commissions, purchaser's attorney's fees and all documentary stamps, as well as the appraisal costs. Any costs incurred by the city must be reimbursed to the city prior to closing.
 - (5) The city shall be responsible for all advertisements and/or publication expenses which it elects to undertake for the property.
 - (6) The city shall have the right at any time to reject any and all proposals and to cancel any scheduled sales.
- (g) *Sale provisions for sale of property by unsolicited proposal.*
- (1) The city commission, at a public meeting, shall discuss the unsolicited proposal and determine whether to approve the sale of the property. The sale price may

be determined at the public meeting or at a subsequent public meeting after negotiation with staff.

- (2) Should the city commission approve the sale, notwithstanding any rules of general practice for apportioning costs of the sale of property, the purchaser of city-owned surplus property shall pay all closing costs, including, but not limited to, costs of the survey, abstracting, title insurance, brokers fees, real estate commissions, purchaser's attorney's fees and all documentary stamps, as well as the appraisal costs. Any costs incurred by the city must be reimbursed to the city prior to closing.
- (3) The sale must take place no later than six (6) months from the date of approval by the city commission.

(h) Exchange provisions for exchange of property.

- (1) The city commission, at a public meeting, shall discuss the terms and conditions of the exchange and determine whether to approve the exchange of property. The exchange value of each property to be exchanged and any other terms and conditions of the exchange may be determined at the public meeting or at a subsequent public meeting after negotiation with staff.
- (2) Prior to such public meeting of the city commission where a determination may be made, the city must publish, once a week for at least two (2) weeks, in a newspaper of general circulation in the city, a notice setting forth the terms and conditions of the exchange.
- (3) Following the required notice, the city commission may authorize the exchange of properties by resolution.
- (4) Should the city commission authorize the exchange, notwithstanding any rules of general practice for apportioning costs of the sale of property, the party receiving city-owned surplus property through exchange shall pay all closing costs, including, but not limited to, costs of survey(s), abstracting, title insurance, brokers fees, real estate commissions, its attorney's fees and all documentary stamps, as well as the appraisal costs. Any costs incurred by the city must be reimbursed to the city at or prior to closing.

(i) Exceptions.

- (1) Notwithstanding the foregoing sections, the city commission, at a scheduled public meeting by a simple majority vote, may waive the requirements regarding minimum bid amount, method of sale and sale of surplus property, and convey property to the Lake Worth Community Redevelopment Agency or for property located in a residentially zoned area, convey said real property to a 501(c)3 organization with a proven track record in the affordable housing industry. In such

event, the Lake Worth Community Redevelopment Agency or the 501(c)3 organization shall be responsible for paying all closing costs, including but not limited to, the cost of the survey, abstracting, title insurance, broker's fees, real estate commissions, attorney's fees and documentary stamps, as well as appraisal costs and any costs that the city incurred in obtaining clear title of the property.

- (2) The Lake Worth Community Redevelopment Agency and the 501(c)3 organization awarded city surplus real property must apply for a building permit within one hundred twenty (120) days of obtaining clear marketable title or the property reverts back to the city. The city commission in its discretion may extend this time period.

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

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

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

Section 6. Effective Date. This ordinance shall become effective ten (10) days after its final passage.

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the 1st day of March, 2022.

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

Mayor Betty Resch
Vice Mayor Herman Robinson
Commissioner Christopher McVoy
Commissioner Sarah Malega
Commissioner Kim Stokes

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

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: April 5, 2022

DEPARTMENT: Public Works

TITLE:

Resolution No. 23-2022 – declaring the intention of the Commission to change the name of “Ocean Breeze” to “South Ocean Breeze” from Lake Ave to 5th Ave South

SUMMARY:

Resolution 23-2022 to Declare the Intention of the Commission to change the name of “Ocean Breeze” to “South Ocean Breeze” from Lake Ave to 5th Ave South.

BACKGROUND AND JUSTIFICATION:

In May of 2019, a resolution was passed effectively changing the name of North O Street to North Ocean Breeze between Lake Ave and Wellesley Drive. The request was made by the residents of North O Street and subsequently passed by City Commission Resolution 17-2019. Currently, the street “Ocean Breeze” between Lake Ave and 5th Ave South is causing confusion for package carriers, delivery drivers and public safety vehicles. The “North” prefix is not being considered by drivers and therefore causing issues amongst the residents of Ocean Breeze. A request is being made by the residents of Ocean Breeze to change the name to “South Ocean Breeze”. This resolution is to Declare the Intention of the City Commission to change the Name of “Ocean Breeze” to “South Ocean Breeze”.

MOTION:

Move to approve/disapprove Resolution 23-2022 declaring the intention of the Commission to change the name of “Ocean Breeze” to “South Ocean Breeze” from Lake Ave to 5th Ave South.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 23-2022

RESOLUTION NO. XX-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER OFFICIALLY CHANGING THE NAME OF "OCEAN BREEZE", A PUBLIC RIGHT-OF-WAY TO "SOUTH OCEAN BREEZE" BETWEEN LAKE AVENUE AND 5TH AVENUE SOUTH; SETTING A PUBLIC HEARING FOR THE NAME CHANGE; REQUIRING ADVERTISEMENT OF THE PUBLIC HEARING; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, on May 7, 2019, the City of Lake Worth Beach adopted Resolution No. 17-2019, changing the name of "North O Street" to "North Ocean Breeze" between Lake Avenue and Wellesley Drive; and

WHEREAS, the names "North Ocean Breeze" and "Ocean Breeze" are causing confusion for first responders and postal carriers; and

WHEREAS, it is consistent with the adopted Addressing and Street Naming Policy to change the name of "Ocean Breeze" to "South Ocean Breeze" to clarify the confusion; and

WHEREAS, the City Commission intends to consider a resolution to officially change the name of the street currently known as "Ocean Breeze" to "South Ocean Breeze" from Lake Avenue to 5th Avenue South, as shown on Exhibit "A", at a public hearing to be held on April 19, 2022, at 6:00p.m. at the City of Lake Worth Beach City Hall Commission Chambers, 7 North Dixie Highway, Lake Worth Beach, Florida.

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 declares its intention to consider a resolution to officially change the name of the street currently known as "Ocean Breeze" to "South Ocean Breeze" from Lake Avenue to 5th Avenue South, as shown on Exhibit "A", at a public hearing to be held on April 19, 2022, at 6:00p.m. at the City of Lake Worth Beach City Hall Commission Chambers, 7 North Dixie Highway, Lake Worth Beach, Florida.

Section 3. The City Clerk is hereby directed to a publish notice of said public hearing at least ten (10) days prior to the public hearing in a newspaper of general circulation in the City setting forth the description of the right-of-way under consideration for a change in name, as shown in Exhibit "A", and the time, place and purpose of the public hearing.

Section 4. This resolution shall become effective immediately upon its passage.

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

Mayor Betty Resch
Vice Mayor Herman Robinson
Commissioner Sarah Malega
Commissioner Christopher McVoy
Commissioner Kimberly Stokes

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

LAKE WORTH BEACH CITY COMMISSION

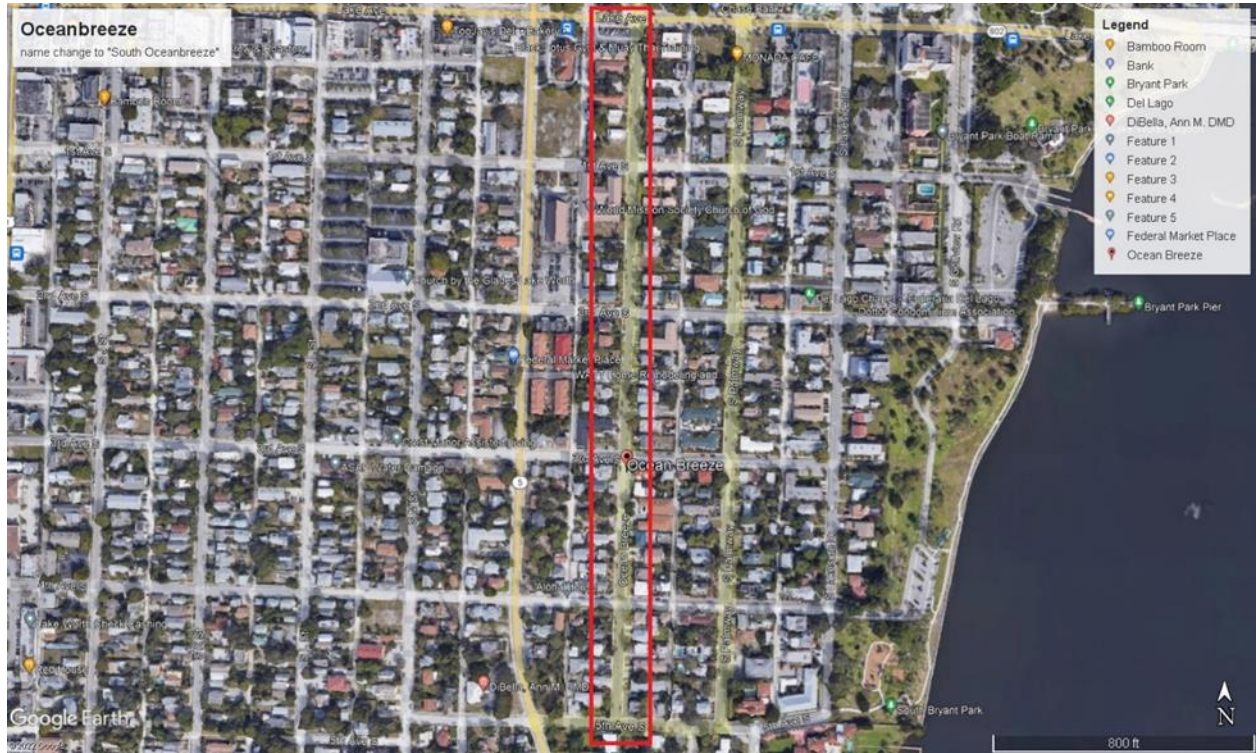
By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXHIBIT "A"

Map showing the location of Ocean Breeze subject to the proposed name change to South Ocean Breeze.



EXECUTIVE BRIEF WORK SESSION

AGENDA DATE: April 5, 2022

DEPARTMENT: Public Works

TITLE:

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

SUMMARY:

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

BACKGROUND AND JUSTIFICATION:

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

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

If approved, the 2nd reading will be brought forward at the May 3, 2022 regular Commission meeting with an accompanying Resolution for the updated cemetery rules and regulations.

DIRECTION:

Move to approve/disapprove Ordinance No. 2022-05 on first reading and set the second reading and public hearing for May 3, 2022.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2022-05
Revised Cemetery Rules & Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 (b) *Rules and regulations.* The maintenance and operation of the city's
9 municipal cemeteries shall be pursuant to rules and regulations adopted from time to time
10 by resolution of the city commission. The rules and regulations adopted by the city
11 commission may also be amended from time to time by the director of the public works
12 department or the city manager. Copies of up to date rules and regulations shall be kept
13 on file in the public works department.

14 (c) *Fees.* From time to time, the city commission shall, by resolution, establish
15 the fees to be charged for the sale of plots, permits, burials and other services.

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

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

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

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

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

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

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

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

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

13 **Sec. 10-34. Plot deeds; permitsEstablishment of prices, fees; delegation of**
14 **authority; veterans plots; interments per plot.**

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

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

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

30 (c) ~~Sections "I" and "V", Pinecrest Cemetery, and Section 1, I. A. Banks~~
31 ~~Memorial Park, are hereby designated as plots for the interment of~~
32 ~~deceased veterans. Eligibility for interment in the veterans' plots shall be~~

1 ~~limited to veterans who meet eligibility requirements for burial in a national~~
2 ~~cemetery. A flat marker, not exceeding twenty-four (24) inches long and~~
3 ~~twelve (12) inches wide, may be placed at the head of a veteran's grave.~~

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

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

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

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

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

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

31 ~~All plot enclosures of any kind whatever are hereby prohibited. Cornerstones~~
32 ~~properly numbered and set flush with the surface of the ground shall be allowed. No~~

1 ~~brickwork shall be allowed above the ground level in any portion of the cemetery. No~~
2 ~~mounds are permitted over any grave. The grade of all plots shall be determined by the~~
3 ~~city. A space of not less than eighteen (18) inches shall be reserved on sides of abutting~~
4 ~~plots so that the graves shall not be contiguous. All workmen employed in the construction~~
5 ~~of vaults, erection of monuments, or other work, shall be subject to and under the control~~
6 ~~and direction of the city.~~

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

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

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

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

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

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

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

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

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

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

3 **Sec. 10-12. Execution, form of deeds.**

4 The mayor of the city and the clerk thereof shall have full power and authority to
5 issue a deed for the sale of a plot in the cemeteries, when the provisions of this chapter
6 have been complied with by the purchaser thereof, and they have complied in all respects
7 with the rules and regulations established by the city. The deed to be made, executed,
8 and delivered in each such case shall be in a form approved by the city attorney.

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

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

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

16 (a) *Perpetual care.* The city shall be solely responsible for the perpetual care
17 and maintenance of its cemeteries. All assets heretofore owned by or
18 credited to the account of Pinecrest Cemetery be and they are hereby
19 transferred to the city and made a part of its General Fund; and those funds
20 or accounts or contributions thereto that may hereafter accrue from the
21 operation of such cemeteries shall be credited to the General Fund of the
22 City of Lake Worth Beach. [U1] This chapter shall constitute a contract with all
23 persons owning plots in said cemeteries whereby the city guarantees the
24 perpetual care and maintenance of same as specified herein. The perpetual
25 care and maintenance of the municipal cemeteries includes the cutting and
26 irrigation of the grass at reasonable intervals, the raking and cleaning of the
27 grounds, the pruning of shrubs, trees and other plants installed by the city,
28 and the maintenance of pathways and roadways.

29 (b) *Perpetual care does not include.* Perpetual care and maintenance shall in
30 no case mean the maintenance, repair or replacement of any monument,
31 as defined herein, or other improvement placed or erected upon a gravesite;
32 nor the doing of any special or unusual work in the cemeteries, including,

1 but not limited to, work caused by the impoverishment of soil which can
2 cause the sinking or sagging of monuments or other improvements; nor
3 does it mean the cleaning or reconstruction of any monument or
4 improvement damaged due to normal deterioration caused by age or
5 damage by the elements, an act of God, thieves, vandals, or unavoidable
6 accidents.

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

19
20 Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion
21 of this Ordinance is for any reason held invalid or unconstitutional by any court of
22 competent jurisdiction, such portion shall be deemed a separate, distinct, and
23 independent provision, and such holding shall not affect the validity of the remaining
24 portions thereof.

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

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

31 Section 6. Effective Date. This ordinance shall take effect ten days after its adoption.
32

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

- 3
- 4 Mayor Betty Resch
- 5 Vice Mayor Herman Robinson
- 6 Commissioner Christopher McVoy
- 7 Commissioner Sarah Malega
- 8 Commissioner Kim Stokes

9
10 The Mayor thereupon declared this ordinance duly passed on first reading on the
11 _____ of _____ 2022.

12
13 The passage of this ordinance on second reading was moved by Commissioner
14 _____, seconded by Commissioner _____, and upon being put to a vote, the
15 vote was as follows:

- 16
- 17 Mayor Betty Resch
- 18 Vice Mayor Herman Robinson
- 19 Commissioner Christopher McVoy
- 20 Commissioner Sarah Malega
- 21 Commissioner Kim Stokes

22
23
24 The Mayor thereupon declared this ordinance duly passed on the _____ day of
25 _____, 2022.

26 LAKE WORTH BEACH CITY COMMISSION

27
28
29 By: _____
30 Betty Resch, Mayor

31 ATTEST:
32
33
34 _____
35 Melissa Ann Coyne, City Clerk
36

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

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

1. General.

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

2. Definitions.

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

- ~~(fa)~~ Disinterment means the removal of the cremains or remains of a deceased person human body in earth burial or aboveground burial.
- ~~(a)(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.
- ~~(be)~~ 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.
- ~~(ef)~~ Resident means any person living within the corporate limits of the City of Lake Worth Beach.

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

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

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

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

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

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

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

a proper court order may disinter any body or cremains in the cemetery in accordance with such order.

(ee) The perpetual care of the cemetery is assumed by the taxpayers of the Ceity and includes the cutting and irrigation of the grass at reasonable intervals, the raking and cleaning of the grounds, the pruning of shrubs, trees and other plants installed by the Ceity, and the maintenance of pathways and roadways. Perpetual care by the Ceity shall in no case mean the maintenance, repair or replacement of any monument or other improvement, placed or erected upon a plot; nor the doing of special or unusual work in the cemeteries, including work caused by impoverishment of soil (which causes the sinking of monuments and other improvements); nor does it mean the reconstruction of any work, ~~or monument, or other improvement~~ in any section or portion of a cemetery damaged by the elements, age, an act of God, thieves, vandals, or unavoidable accidents, whether the damage be direct or collateral.

(f) If the City, in its sole discretion, determines to brace, support, fix or otherwise preserve a monument or other improvement that has been compromised by causes beyond its reasonable control ("Preservation Work"), the City shall not be liable and disclaims all responsibility from any loss or damage caused to the monument or other improvement during or after the Preservation Work, whether the damage be direct or collateral.

(g) The City reserves the right to prevent the removal of or the right to remove any erection, enclosure, monument, tree, shrub, plant, or any other improvement which is shall consider injurious to the immediate locality or prejudicial to the general good appearance of the grounds or which it finds to prevent or impede the maintenance of the cemetery or to present an otherwise dangerous conditions or as otherwise in violation of these rules and regulations.

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

(a) *Price.* The Ceity shall charge prices for the sale of municipal cemetery plots and associated fees in accordance with the prices established in the Ceity's cComprehensive Schedule of Fees-Schedule, as amended from time to time (hereinafter "Fee Schedule").~~on "Schedule A" which is attached hereto and incorporated herein or as amended by the city commission by resolution.~~

(b) *Acquired rights.* No ownership or burial rights shall be acquired by the recipient until the cost of the plot is fully paid and a deed is issued. ~~All lots not paid in full at the time of reservation must be sold pursuant to a formal contract, signed by persons making reservations, making provision for payment in full within one year with equal quarterly payments and providing that if payment is not completed within one year, that the reservation will be canceled and the previous payments refunded.~~

- (c) *Payment prior to interment.* No interment shall occur unless the costs of the plot and other applicable fees have been paid in full.
- (d) *Compensation of workers.* No money or other compensation shall be paid to any person in the employ of the City for personal services or attention other than the salaries and wages paid by the City.
- (de) *Lot-Plot deeds.* The city manager ~~mayor~~ and the city clerk, or their respective designees are hereby authorized to execute plot deeds to the purchasers of municipal cemetery plots, which conveyances shall be valid for all purposes as the act and deed of the City when fully executed by the city. No deed shall be executed and issued until the cost of the plot has been paid in full. All deeds shall bear a description of the plot sold and the name and address of the owner. All deeds are hereby declared to incorporate and shall be subject to all rules, regulations and ordinances of the city and all amendments thereto. The city clerk shall retain a ~~certified~~ copy of the executed deed.
- (ef) *Address of plot owner.* It shall be the continuing duty of the plot owner to keep the City informed as to his or her current mailing address where notices are to be sent. Notices or other correspondence mailed to the address on file with the City as provided by the plot owner shall constitute actual delivery and notification. It shall be the duty of the plot owner to keep himself or herself informed of any changes in the rules, regulations, ordinances or laws governing the operation of the cemeteries.

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

- (a) *Notice of burial.* No grave opening will be started without the application for and issuance of an interment grave permit. No interment shall be permitted where the purchase price thereof and the fee for interment have not been paid in full. Upon the City's issuance of the grave-interment permit, the City requires seventy-two ~~twelve~~ (72+2) working hours for the grave opening.
- (b) *Number of ~~cremains-interments~~ per ~~vault~~plot.* Up to five (5) cremains and a full burial may be interred on top of a vault in a plot. If cremains are interred prior to a full burial, those cremains must be disinterred prior to the full burial. A disinterment fee shall be paid for each cremains disinterred. In the event there has been no written order by the owner filed with the City designating those whom he or she authorizes to be interred therein, the cremains of the following family members of the ~~deceased~~ owner may be interred in such plot in the order of need without the consent of any person claiming any interest therein. The City may require an affidavit be completed by the requesting person.
 - 1) spouse of the ~~deceased~~ owner;
 - 2) grandparents and their spouses;
 - 3) parents and their spouses;
 - 4) brothers and sisters and their spouses;

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

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

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

1)2) ~~2)~~ Delayed Service. Services commencing 30 minutes or later beyond the scheduled interment time shall ~~paybe~~ subject to the operational cost per the City's Schedule of Fees for staff on standby. Companies performing the installation of vaults or any other service shall provide a forty-eight (48) hour notification to cemetery staff and provide a specific installation / service time. Delays shall be subject to the operational cost per the City's Schedule of Fees for staff on standby.

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

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

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

(e) *Removal of monument.* Any monument which has been set in violation of the rules and regulations established by ordinance or these rules and regulations, as amended from time to time, shall be removed by the company who installed the monument. It shall be the responsibility of that company to reset the monument in accordance with the established rules and regulations and ordinances at no cost to the Ceity. When removing or installing a monument, the company shall exercise all possible care to protect other monuments, water lines, and other cemetery fixtures and improvements and shall be held liable for any damage incurred.

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

~~(1)~~

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

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

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

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

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

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

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

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

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

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

(a) Technical specifications.

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

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

(b) *Veterans' plots.*

(1) Sections "I" and "V", Pinecrest Cemetery, and Section 1, I. A. Banks Memorial Park, are designated as plots for the 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 Ceity.
- (b) The Ceity's sextons 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 ~~the sexton staff~~, they become unsightly, dangerous, detrimental or diseased or when they interfere with the normal maintenance of the cemetery. Notice of such removal shall not be required.
- (c) The Ceity shall not be liable for plants or herbage of any kind or other grave decorations or for plantings damaged by the elements, thieves, vandals, or by other causes beyond its control. All such items shall be placed on a grave site at the owner's sole risk and the City shall not be responsible for any loss of the same by any cause whatsoever.
- ~~(d)~~ The following grave decorations are not permitted: fencing/borders, statues, glass objects/vases, metal objects (e.g., decorative garden stakes, etc.), rocks, permanent plantings, permanent structures other than an approved monument; oversized decorations (e.g., large crosses, large plaques, etc.), and any other objects that may pose a danger or safety hazard to the cemetery's maintenance machines, staff, visitors or structures.
- ~~(e)~~ Any plants, as described above, or any other grave decoration of any kind will be removed by the Ceity, without liability, when they violate cemetery rules and regulations, any Ceity ordinance, or other law. Notice of such violation or removal shall not be required.
- ~~(e)~~ All plants and decorations shall be placed on a grave site at the owner's risk, and the Ceity shall not be responsible for any loss of the same by any cause whatsoever.

910. Personal Conduct within City Cemeteries.

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

SCHEDULE "A"

MUNICIPAL CEMETERY PRICES AND FEES

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

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

Prices of lots reconveyed to City for transfer:

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

Cost of opening and closing of a grave:

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

Cost of disinterment:

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

Cost of installation of veteran stones and markers:

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: April 5, 2022

DEPARTMENT: Public Works

TITLE:

Construction Contract with Lambert Brothers, Inc.

SUMMARY:

The construction contract with Lambert Brothers, Inc. authorizes the vendor to furnish, fabricate and install new aluminum ADA compliant handrail for the beach boardwalk.

BACKGROUND AND JUSTIFICATION:

The existing boardwalk handrail is dilapidated and becoming too costly to repair. The existing handrail is constructed of 20 year old 4"x4" pressure treated lumber that is failing and "plastic" wood that is bowing and breaking on a regular basis presenting a liability to the City. On February 8, 2022 the City accepted bid proposals from vendors for the replacement of 820 linear feet of existing handrail with new ADA compliant aluminum handrailing. Lambert Brothers, Inc. was the lowest, most responsive and responsible bidder at a cost not to exceed \$89,400.00, which is inclusive of a \$5,000 construction allowance.

MOTION:

Move to approve/disapprove the Construction Contract with Lambert Brothers, Inc. at a cost not to exceed \$89,400.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Construction Contract
Map

CONSTRUCTION CONTRACT
(Boardwalk railing replacement)

THIS CONSTRUCTION CONTRACT (“Contract”) is dated on the _____, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”) and **LAMBERT BROS, INC.**, a corporation authorized to do business in the State of Florida (“Contractor”).

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

WHEREAS, the CITY issued an Invitation for Bid (IFB# 22-103) for the Beach Boardwalk railing replacement project (“IFB”), which IFB is not attached but incorporated by the reference into this Contract; and

WHEREAS, the City received three (3) responsive bids to the IFB; and

WHEREAS, Contractor was found to be the lowest, responsive and responsible bidder and was recommended for the award; and

WHEREAS, the City desires to accept the Contractor’s bid in order for Contractor to replace the boardwalk railing pursuant to the terms and conditions of this Contract; and

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

WHEREAS, the City finds entering this Contract with the Contractor as described herein serves a valid public purpose.

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

ARTICLE 1. RECITALS AND WORK.

1.1 The Recitals set forth above are incorporated into this Contract as true and correct statements and incorporated herein as if set forth in the body of this Contract.

1.2 Contractor shall complete all Work as specified and indicated in the Contract Documents, as defined below and as set forth in **Exhibit “A”**. The Work is generally described as Boardwalk Railing Replacement project (“Project”).

ARTICLE 2. CONTRACT TIME.

2.1 The Work will be substantially completed within **90 calendar** days from the date of the Notice to Proceed. Final completion of the Work that includes final assembly of the railing and all punch-list items (if any) shall be within **105 calendar** days from the Notice to Proceed.

2.2 Time is of the essence under this Contract.

2.3 **LIQUIDATED DAMAGES.** The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 2.1.

2.4 In the City's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the City.

ARTICLE 3. CONTRACT PRICE.

3.1 City shall pay Contractor for completion of the Work in accordance with the Contract Documents a lump sum, not to exceed amount of **Eighty-Nine Thousand, Four Hundred Dollars (\$89,400.00)**, which shall be payable in accordance with Article 4 of this Contract. The Contract Price includes **Five Thousand Dollars (\$5,000.00)** as a contingency for unforeseen changes and additional changes requested by the City ("Contingency"). The Contractor must submit a written request to the City prior to commencing any Work to be covered by the Contingency. The City's Contract Administrator is authorized to approve in writing the use of the Contingency by the Contractor.

ARTICLE 4. PAYMENT PROCEDURES.

4.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work accomplished in the prior month, which is installed and to be used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth Beach
Attn: Financial Services Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

The City's Contract Administrator will review each invoice submitted by the Contractor. If approved by the City's Contract Administrator and the Financial Services Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

4.2 Payment to the Contractor shall be made pursuant to the Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment to the Contractor as retainage until final work completion.

4.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agencies with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state

“FINAL” on the Contractor’s final invoice. This certifies that all Work and the Project have been properly completed, all charges have been invoiced to the City and all material suppliers have been paid in full. If paid, this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.

4.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

4.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

4.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

ARTICLE 5. INDEMNITY AND INSURANCE.

5.1 The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor’s liability hereunder shall include all attorney’s fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor’s expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts’ fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City’s reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be

furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 Prior to commencing any services, Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker’s Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the City as an additional insured on a primary, non-contributing basis, and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

ARTICLE 6. TERMINATION.

6.1 TERMINATION BY CITY: The City (through its City Manager or designee) may terminate the Contract Documents if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to prosecute the Work in a timely manner;
3. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
4. disregards or takes action contrary to any laws, ordinances, or rules, regulations orders of a public authority having jurisdiction;
5. takes action, short of declaring bankruptcy, evidencing insolvency;
6. fails or refuses to provide and/or maintain insurance or proof of insurance or the public construction bond as required by the Contract Documents; or,
7. otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor written notice and five (5) days to cure, terminate the Contract and Contract Documents and may:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
2. finish the Work by whatever reasonable method the City may deem expedient.

The Contractor shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the Work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

6.2 TERMINATION BY THE CITY FOR CONVENIENCE: The City may, at any time, terminate the Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

1. cease operations as directed by the City in the notice;
2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

ARTICLE 7. CONTRACT DOCUMENTS.

7.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of the terms and conditions set forth in this Contract, the IFB including all Project plans/drawings and issued addenda; the bid submitted by the Contractor; and any duly executed and City issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the Work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority: Change Orders, Work Directive Changes, Field Orders and Amendments approved and executed by the parties
Second Priority: Terms and conditions of this Contract
Third Priority: The IFB, addenda issued with the IFB, and Project plans
Fourth Priority: Contractor's Bid

7.2 Contract Administrator. Whenever the term "Contract Administrator" is used herein, it is intended to mean the City Manager or designee, for the City of Lake Worth Beach, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS AND SCOPE OF WORK.

8.1 In order to induce City to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Project site ("Site"), conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
4. Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, especially with respect to any technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents, especially with respect to technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.
5. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

6. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

8. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

9. Contractor has given the Contract Administrator written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Contract Administrator is acceptable to Contractor.

10. Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.

13. Contractor agrees to be solely responsible for compliance with all applicable environmental and safety laws and regulations, for any liability arising from non-compliance with the laws and regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

8.2 The Project and Work includes all materials and services and other things necessary for the Contractor to complete the Project as described the Contract Documents.

8.3 The Contractor represents to the City that the Work provided under the Contract Documents shall be in accordance with accepted and established trade practices and procedures recognized in the

Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with the Contract Documents.

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

8.5 The Work shall be performed by the Contractor or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Work. All of the Contractor's personnel (and all subcontractors), shall comply with all applicable laws and regulations governing safety and security.

8.6 Should the City require additional materials or services not included in the Contract Documents, fees and payment for such work will be set forth in a separate written amendment or change order prior to any such additional materials or services being provided by the Contractor. The Contractor has no authority to approve any changes to the Contract Documents without prior written authorization from the City's Contract Administrator.

8.7 The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission or funds otherwise being available to pay the Contractor. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new purchase order for the remaining approved goods and/or services but the terms of such purchase order shall not apply; the Contract Documents shall control.

ARTICLE 9. MISCELLANEOUS.

9.1 *Assignment.* Unless expressly agreed to elsewhere in the Contract Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 *Successors and assigns.* City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.3 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.4 *Public entity crimes.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.5 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.6 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.7 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.8 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.9 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The City shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.10 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.11 *Public Records Law.* As applicable, the Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion

of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

9.12 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.13 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the City that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.14 *Assignment of warranties.* Contractor shall assign to City all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to City.

9.15 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.16 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.17 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.18 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and City's execution of this Contract, the City may immediately terminate this Contract upon written notice to the Contractor and the City shall have no further obligation to the Contractor under the Contract Documents. In the event of such termination, the Contractor shall also forfeit its bid security to the City.

9.19 *Scrutinized Companies.*

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

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

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

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

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

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

9.20 *Counterparts*: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. Further, this Contract may be executed by electronic signature as authorized by the City.

9.21 *Entire Contract and Amendment*: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof.

9.22 *Governing Law; Consent to Jurisdiction*: This Contract (together with the other Contract Documents) shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and, to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

9.23 *Third Party Beneficiary rights*: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

9.24 *Severability*: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.25 *Effective date*: The effective date of this Contract is the date the Contract is approved by the City Commission or City Manager as appropriate.

9.26 *Compliance*: Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

9.27 *Work for Hire*: All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications,

assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

9.28 *Continuing Obligations:* Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.29 *Notice:* Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier or by hand-delivery as follows to the City:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and to the Contractor as follows:

Lambert Bros. Inc.
5501 Powerline Road
Fort Lauderdale, FL 33309

Either party may amend this provision by written notice to the other party. Notice shall be deemed provided upon receipt of certified mail (signed receipt) or overnight courier (signed receipt) or hand-delivery (signed receipt).

9.30 *Warranty/Guaranty:* All Work, materials, labor, and equipment to be furnished and/or installed by the Contractor under the Contract Documents shall be guaranteed by the Contractor or manufacturer, if any, for a period of one year from the date of final approval of the Project against defective materials, design and workmanship. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected Work, labor, materials, or equipment shall be repaired and/or replaced promptly by the Contractor or the manufacturer at no expense to the City. In the event the Contractor fails to make the necessary repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the repairs and/or replacements at the expense of the Contractor.

9.31 *Protection of Work and Property:* The Contractor shall continuously maintain adequate protection of all Work from damage, and shall protect such Work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly caused by the City or its employees, the Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until final acceptance of the Project by the City, the Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, and the Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

9.32 *Subcontractors*: The total work to be accomplished by subcontractors is listed in the Contractor's bid (if any) and may not be changed unless approved in writing by the Contract Administrator. The balance of Work must be accomplished by the Contractor's own forces. The Contractor shall be responsible for the acts or omissions of its subcontractors. The subcontractors shall have insurance consistent with the insurance required of the Contractor as set forth in the Contract Documents unless otherwise agreed in writing by the Contract Administrator.

10. *E-Verify*: Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Contract; and,
6. Be aware that if the City terminates this Contract under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least one (1) year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for the Boardwalk Railing Replacement to be executed the day and year shown below.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

LAMBERT BROS, INC.

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of LAMBERT BROS, INC., a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

Exhibit “A”

Scope of Work

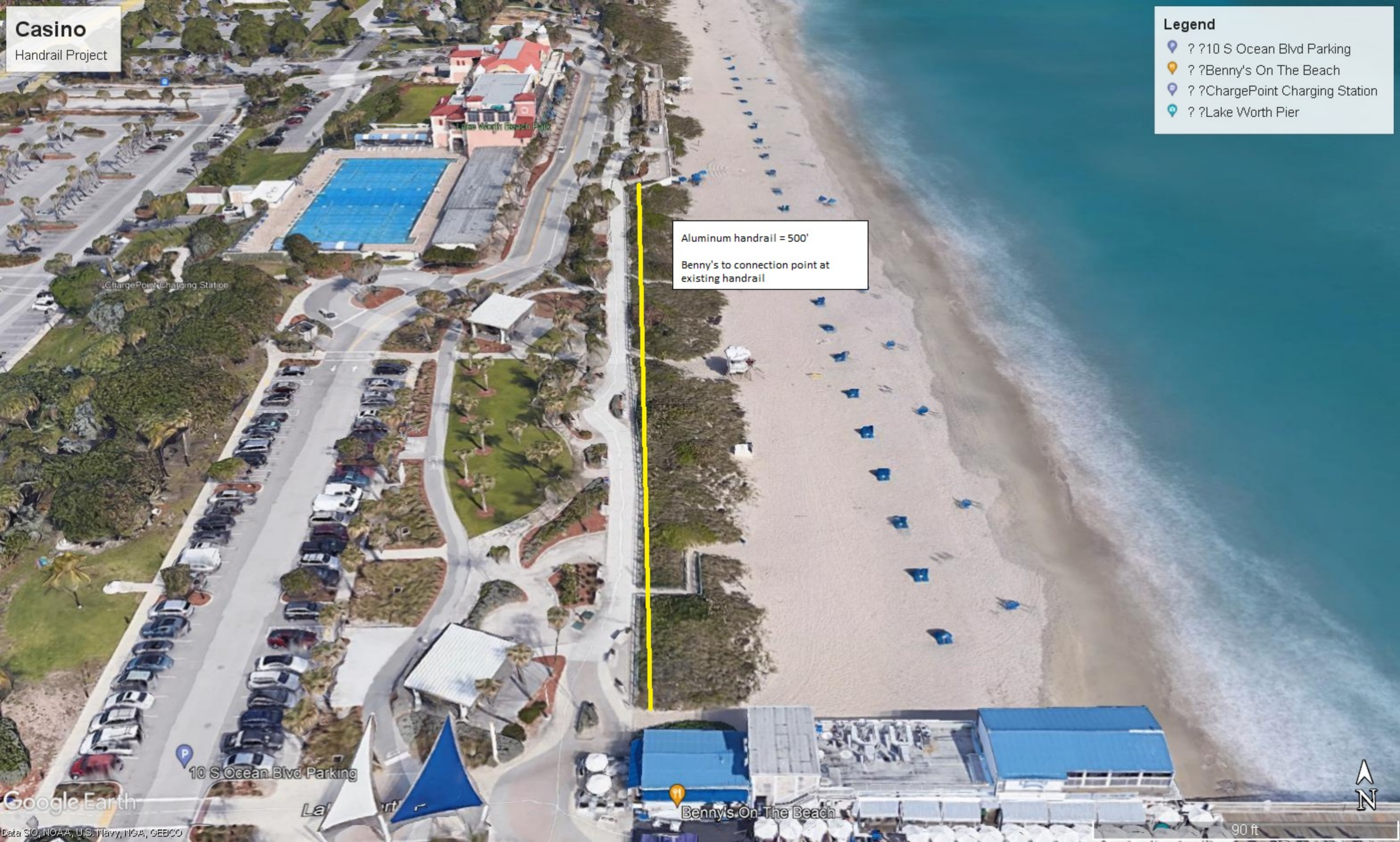
PROJECT OBJECTIVE

The City of Lake Worth Beach has identified the existing railing at the City of lake Worth Beach boardwalk to be unreliable and in need of full replacement to meet current Federal, State, Local and ADA safety and Code standards.

SCOPE OF WORK

The City has identified the following scope of work to be completed by the selected contractor:

1. Contractor shall thoroughly inspect and familiarize itself with the existing railing at the Boardwalk
2. Contractor shall prepare necessary documents (shop drawings, design, construction drawings, etc.) to submit for permitting to the City, State and other applicable agencies.
3. Contractor shall submit to the City’s Building Department and apply for necessary permits to authorize and permit work. Permit fees to be paid for by contractor and included in cost proposal.
4. The contractor shall demolish, remove, and dump, in a legal location, existing wooden handrails.
5. The Contractor shall fabricate and install new aluminum handrails that conform to the plans included in the attachment to the solicitation.
6. All the work shall be completed during the work week, Monday to Friday. No work shall be permitted during the weekend.
7. No section of the handrail is to be held open for more than 48 hours and no sections shall be open over the weekend.
8. All work to be substantially completed within 90 calendar days, and final completion within 105 calendar days.
9. Contractor shall submit a schedule with their proposal.
10. All work shall be in compliance with all applicable OSHA safety standards



Casino Handrail Project

- Legend**
- ?? 10 S Ocean Blvd Parking
 - ?? Benny's On The Beach
 - ?? ChargePoint Charging Station
 - ?? Lake Worth Pier

Aluminum handrail = 500'
 Benny's to connection point at existing handrail

10 S Ocean Blvd Parking

Benny's On The Beach



Casino

Handrail Project

- ### Legend
- ? ? 10 S Ocean Blvd Parking
 - ? ? Benny's On The Beach
 - ? ? ChargePoint Charging Station
 - ? ? Lake Worth Pier

Aluminum handrail = 400'
South side of Benny's to south
end beach



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: April 5, 2022

DEPARTMENT: City Attorney

TITLE:

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

SUMMARY:

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

BACKGROUND AND JUSTIFICATION:

Over the past year, the City Commission has witnessed and heard of substantial and steady increases in rental rates within the City. The Commission has been searching for ways to assist rental tenants in the City knowing the likelihood of a rent control ordinance is difficult at best given the state's preemption of such ordinances and the statutory requirement of a referendum each year such ordinance is to be adopted.

In lieu of a rent control ordinance, Ordinance No. 07-2022 seeks to assist rental tenants in the City in two ways:

First, due to the significant increases in rental rates, Ordinance No. 07-2022 will require residential landlords in the City to give 60 days prior written notice to all residential tenants with a set lease term, or a monthly tenancy without a specific duration, of a proposed rental rate increase that exceeds five percent (5%). This ensures that tenants with a set lease term and monthly tenants without a set lease term or duration are given fair notice (60 days) of any potential rent increase before the rental increase commences. Currently, there is no law that requires such notice.

Secondly, due to concerns with availability of rentals and substantial increases in rental rates, Ordinance No. 07-2022 will require residential landlords in the City to give 60 days prior written notice of termination to all residential tenants without a specific duration in which the rent is payable on a monthly basis. The notice will need to be provided prior to the end of any monthly period. Currently, section 83.57, Florida Statutes, only requires 15 days prior notice before a month-to-month tenancy without a set duration may be terminated.

MOTION:

Move to approve / not approve Ordinance No. 07-2022 on first reading and setting the second reading and public hearing for April 19, 2022.

ATTACHMENTS:

Ordinance No. 07-2022

ORDINANCE 07 – 2022 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 20, “CIVIL RIGHTS,” BY CREATING ARTICLE III, “LANDLORD TENANT NOTICE REQUIREMENTS,” SECTION 20-20 “NOTICE OF TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 20-21 “WRITTEN NOTIFICATION REQUIREMENTS RELATED TO RENTAL PAYMENT INCREASES FOR ALL RESIDENTIAL TENANCIES,” TO REQUIRE 60-DAYS’ WRITTEN NOTICE FOR TERMINATION OF TENANCIES AND INCREASES IN RENTAL RATES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE

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

WHEREAS, like other cities in South Florida, over the past year, the City has witnessed a significant and steady increase in rental rates being paid by tenants; and

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

WHEREAS, according to data from CoStar Group, a provider of multi-family home real estate information, rental rates in Palm Beach County in November 2021 increased 31% from prior year rental rates in 2020; and,

WHEREAS, data from Zumper, RedFin, and Apartment List found similar numbers with increases in rental rates from 2020 to 2021; and

WHEREAS, as reported by the Sun Sentinel on March 23, 2022, research from three (3) Florida colleges reveals that renters in South Florida are paying 18.98% more than what they should be; and

WHEREAS, in the same article by the Sun Sentinel it was reported that a five percent (5%) increase in rent is a normal annual increase in rental rates; and

WHEREAS, the most recent housing assessments conducted by Florida International University, from 2018 to 2020, showed that in Palm Beach County, 52.7% of renters’ households are severely cost-burdened; and

WHEREAS, according to the U.S. Census Bureau, rental vacancy rates during the fourth quarter of 2021 fell to 5.6%, the lowest since 1984; and

WHEREAS, a decrease in available rentals is exacerbating the increases in rent as landlords have a lack of empty units and empty units usually help to maintain the affordability of the rental rates; and

WHEREAS, since the State has preempted the area of rent control and the statutory process to adopt a rent control ordinance requires a referendum each year, the City has very limited realistic options to assist renters with unreasonable increases in rent; and

WHEREAS, Part II of Chapter 83, Florida Statutes, which is commonly known as “Florida Residential Landlord and Tenant Act” (“Act”), applies to the rental of residential dwelling units and sets forth the rights and duties of landlords and tenants; and

WHEREAS, the Act does not provide specific notification requirements for landlords seeking to increase rental rates; and

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

WHEREAS, normally, a landlord will have to wait until the end of the term of the lease or tenancy to raise the rental rate and, while not required, generally the notice of such increase is provided in accordance with the termination notice set forth in the lease or set forth by law; and

WHEREAS, with respect to notices of termination of tenancy, if there is a written lease, section 83.575 of the Act provides that notice to terminate is no more than 60 days; and

WHEREAS, when there is no lease, section 83.57 of the Act provides that the landlord must provide at least a seven-day notice to a tenant renting week-to-week, a 15-day notice to a tenant renting month-to-month, a 30-day notice to a tenant renting quarter-to-quarter, and a 60-day notice to a tenant renting year-to-year; and

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

WHEREAS, according to the Florida Attorney General opinion No. 94-41 (May 5, 1994) and the case law cited therein, the Florida Legislature has not

preempted local governments from enacting ordinances that enlarge the notification period for month-to-month tenancies without a specific duration pursuant to section 83.57 of the Act; and

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

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

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

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

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

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

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

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

Section 2. Amendment. Chapter 20, entitled “Civil Rights,” is amended by creating Article III, “Landlord Tenant Notice Requirements,” and adding the following sections:

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

A residential tenancy without a specific duration (as defined in section 83.46(2), Florida Statutes) in which the rent is payable on a month to month basis may be terminated by either the landlord or tenant by giving not less than 60 days written notice prior to the end of any monthly period.

Sec. 20-21. – Required fair written notice of rental payment increases for residential tenancies.

A residential landlord that proposes to increase the current rental rate by more than five percent (5%) at the end of a lease for a specific duration, or during a tenancy without a specific duration (as defined in section 83.46(2), Florida Statutes) in which the rent is payable on a month to month basis, must provide 60 days written notice to the tenant before the tenant must either:

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

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

Section 3. Except for the notice provisions set forth above in sections 20-20 and 20-21, all other provisions set forth in Chapter 83, Part II, Florida Statutes, as may be amended from time to time, shall govern residential tenancies.

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

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

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

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

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

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

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

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

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

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

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk