



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, JANUARY 09, 2025  
6:00 PM

Susan Bickel  
Mayor

Deborah Searcy  
Vice Mayor

Lisa Interlandi  
President Pro Tem

Kristin Garrison  
Councilmember

Orlando Puyol  
Councilmember

Chuck Huff  
Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### **INSTRUCTIONS FOR “WATCH LIVE” MEETING**

To watch the meeting live please go to our website page (link provided below) and click the “Watch Live” link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA**

### **APPROVAL OF MINUTES**

1. Minutes of the Regular Session held December 12, 2024

### **COUNCIL BUSINESS MATTERS**

#### **STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS**

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

#### **CONSENT AGENDA**

*The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.*

2. **RESOLUTION** – Accepting a proposal from BD Environmental Group, LLC for the installation of a Cured In Place Pipe Liner at 744 Cinnamon Road at a total cost of \$30,525.00; and authorizing execution of the Contract.

3. Receive for file Minutes of the Environmental Committee meetings held 11/4/24 and 12/2/24.
4. Receive for file Minutes of the Planning, Zoning, and Adjustment Board meetings held 11/12/24 and 12/3/24.
5. Receive for file Minutes of the Recreation Advisory Board meeting held 11/12/24.

## **DECLARATION OF EX PARTE COMMUNICATIONS**

### **PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

6. **1ST READING OF ORDINANCE 2025-02 DISSOLVING OF THE GOLF ADVISORY BOARD AND FORM A NEW COUNTRY CLUB ADVISORY BOARD** Consider a motion to adopt on first reading Ordinance 2025-02 amending Chapter 9, "Country Club," of the Village Code of Ordinances by repealing Article II, "Golf Advisory Board," in its entirety and adopting a new Article II, "Country Club Advisory Board."
7. **2ND READING OF ORDINANCE 2025-01 – CODE AMENDMENT – CONSTRUCTION SITE STANDARDS** – Consider a motion to adopt and enact on second reading Ordinance 2025-01 amending Chapter 6, "Buildings and Building Regulations," of the Village Code of ordinances by adopting a new Article IV, "Construction Site Standards."

### **OTHER VILLAGE BUSINESS MATTERS**

8. **RESOLUTION – MINOR PUD AMENDMENT** Consider a motion to adopt a resolution approving a minor amendment to the Prosperity Village Planned Unit Development to amend the approved Design & Diversity Criteria to modify the roof pitch for modern style homes.
9. **RESOLUTION – PURCHASING POLICY REVISION** Consider a motion to adopt a resolution revising the Village's Purchasing Policy as set forth in the Village's Accounting Policies and Procedures Manual for internal controls.
10. **RESOLUTION – FIRST AMENDMENT TO RESTURANT OPERATOR AGREEMENT** Consider a motion to adopt a resolution approving the First Amendment to the Restaurant Operator Agreement with to conduct Food and Beverage Operations at the North Palm Beach Country Club with Lessing's Florida Ventures, LLC, and authorizing execution of the First Amendment.

## **COUNCIL AND ADMINISTRATION MATTERS**

### **MAYOR AND COUNCIL MATTERS/REPORTS**

### **VILLAGE MANAGER MATTERS/REPORTS**

### **REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)**

### **ADJOURNMENT**

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he 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).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.



***DRAFT MINUTES OF THE REGULAR SESSION***  
**VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA**  
**DECEMBER 12, 2024**

Present:

Susan Bickel, Mayor  
Deborah Searcy, Vice Mayor  
Lisa Interlandi, President Pro Tem  
Kristin Garrison, Councilmember  
Orlando Puyol, Councilmember  
Chuck Huff, Village Manager  
Len Rubin, Village Attorney  
Jessica Green, Village Clerk

**ROLL CALL**

Mayor Bickel called the meeting to order at 6:00 p.m. All members of Council were present. All members of staff were present.

**PLEDGE OF ALLEGIANCE**

Vice Mayor Searcy led the public in the Pledge.

**ADDITIONS, DELETIONS, AND MODIFICATIONS**

Mayor Bickel announced the following modification to the agenda:

The removal of Item #18 – Resolution – Amendment to Agreement for Anchorage Park Dry Storage Improvements.

**APPROVAL OF MINUTES**

The Minutes of the Special Session held October 17, 2024 and the Minutes of the Special Session held November 7, 2024 were approved as written.

**STATEMENTS FROM THE PUBLIC**

Mary Phillips, 525 Ebbtide Drive, expressed concern that two (2) mature and healthy trees were cut down at Anchorage Park and that it brought the total to three (3) healthy and irreplaceable trees that have been cut down at Anchorage Park in less than one (1) year. Ms. Phillips discussed and explained the mission and goals of the Environmental Committee and stated that the mission of the Village should be to preserve the mission of the Environmental Committee.

CONSENT AGENDA APPROVED

Vice Mayor Searcy moved to approve the Consent Agenda and President Pro Tem Interlandi seconded the motion, which passed unanimously. The following items were approved:

Resolution approving a Blanket Purchase Order with Commercial Energy Specialists, Inc. in an amount not to exceed \$35,000 for the purchase of pool chemicals utilized at the Country Club.

Resolution amending the Comprehensive Pay Plan adopted as part of the Fiscal Year 2025 Budget to revise the Pay Grade for the position of Head Golf Professional and add three full-time Police Officer positions.

Receive for file Minutes of the Audit Committee meeting held 5/7/24.

Receive for file Minutes of the Environmental Committee meetings held 8/5/24, 9/4/24 and 10/14/24.

Receive for file Minutes of the General Employees Pension Board meeting held 8/6/24.

Receive for file Minutes of the Police and Fire Pension Board meeting held 8/13/24.

Receive for file Minutes of the Planning, Zoning and Adjustment Board meetings held 9/10/24 and 10/1/24.

Receive for file Minutes of the Recreation Advisory Board meetings held 9/10/24 and 10/15/24.

Receive for file Minutes of the Waterways Advisory Board meetings held 9/24/24 and 10/22/24.

Receive for file Minutes of the Business Advisory Board meeting held 10/15/24.

PUBLIC HEARING AND QUASI-JUDICIAL MATTERS

ORDINANCE 2025-01 - CODE AMENDMENT – CONSTRUCTION SITE STANDARDS

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt on first reading Ordinance 2025-01 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, “BUILDINGS AND BUILDING REGULATIONS,” OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE VI, “CONSTRUCTION SITE STANDARDS;” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the current Village code did not regulate the obligations of property owners and contractors as they relate to active construction sites within the Village and that the purpose of the ordinance was to propose standards and regulations for active construction sites.

The proposed standards and regulations for active construction sites were as follows:

- All adjacent rights-of-way shall remain free of waste, trash, and other materials, such as liquid or particulate matter, associated with the construction activity.
- All vehicles associated with the construction activity shall be parked on site, and the on-site construction areas must be covered with suitable, compacted materials to prevent dirt and mud from being tracked onto adjacent streets and properties. If the construction site

ORDINANCE 2025-01 - CODE AMENDMENT – CONSTRUCTION SITE STANDARDS

*continued*

cannot accommodate the parking of vehicles, the building official may approve the parking of vehicles on the right-of-way immediately adjacent to the construction site.

- All road closures associated with construction activity shall be reviewed and approved by the Public Works Department and the Police Department.
- All waste shall be stored on-site within an enclosed containment structure.
- All surrounding areas affected by dirt, dust, and debris shall be swept clean each day, and the contractor shall supply an erosion control plan and/or construction screening plan to the Building Official.
- Pools under construction shall be kept clean of any debris and sitting water must be properly treated.
- When the cutting and finishing of materials that create dust or airborne debris is occurring on site, all debris shall remain on site utilizing wet saws, vacuums, screening, or other effective means.
- Sufficient toilet facilities, screened from adjacent rights-of-way and adjoining properties, shall be provided for all workers during the entire construction period.
- All construction materials shall be properly secured and fastened upon the issuance of a hurricane or tropical storm warning, including removing or securing roof tiles.
- Any vehicle delivering or picking up materials from the construction site shall not obstruct the flow of traffic for more than ten (10) minutes without a flag person present to assist with traffic.
- All construction activity shall comply with the permissible construction times (8:00 a.m. to 8:00 p.m. on weekdays and Saturdays, with no construction activities on Sundays or legal holidays).
- All construction signs shall comply with the Village’s sign regulations.

John Samadi, 512 Marlin Road, expressed his concerns with the proposed ordinance and how it would be enforced.

Mayor Bickel paused discussion on the first reading of Ordinance 2025-01 and asked for Mr. Garrido from Hispanic Vote Palm Beach County to make his presentation of an award to Councilmember Puyol.

Mr. Garrido introduced himself and explained the history and purpose of Hispanic Vote Palm Beach County. Mr. Garrido stated that their mission was to identify Hispanic leaders who were living the “American Dream” and have become leaders in their communities.

Mr. Garrido introduced Village of Wellington Councilmember Maria Antuña, and Hispanic Vote Palm Beach County Vice Chair Laz Mur. Mr. Garrido explained why Councilmember Puyol was given the Hispanic Leadership Heritage Award.

Councilmember Puyol thanked Council and Village staff. Councilmember Puyol gave a brief history of his background and what brought him to this point in his life.

Mayor Bickel resumed discussion on the first reading of Ordinance 2025-01.

Vice Mayor Searcy stated that during residential construction it was not always possible to screen a toilet facility. Vice Mayor Searcy gave recommendations for screening and location of toilet facilities on residential construction sites.

Discussion ensued between Mr. Huff, Mr. Rubin, and Councilmembers regarding the screening and location of toilet facilities on residential construction sites.

Vice Mayor Searcy stated that the 8 a.m. to 8 p.m. construction time frame seemed too late in the morning to begin work and too late to end work. Vice Mayor Searcy recommended changing the construction time frame in the code.

Discussion ensued between Mr. Huff, Mr. Rubin, and Councilmembers regarding the construction time frame in the code.

Mayor Bickel recommended a 7:30 a.m. to 6 p.m. construction time frame.

Mr. Rubin stated that the construction time frame was in Chapter 19 of the Village Code and would need to be brought back for consideration in order to change it. Mr. Rubin stated that he would bring it back to a future meeting for consideration.

Vice Mayor Searcy asked if parking on the swale was considered on site.

Mr. Rubin stated that the swales were part of the right of way.

Discussion ensued between Mr. Huff, Mr. Rubin, and Councilmembers regarding construction site parking regulations.

Vice Mayor Searcy stated that it was her understanding that if the Village secures a construction site for an impending hurricane, the Village would charge for the contractor.

Mr. Rubin stated that was correct and that the code included that language.

Vice Mayor Searcy asked if screening of the entire construction site could be required.

Mr. Rubin stated that the Town of Highland Beach required screening of the entire construction site but that the practice had become very cumbersome.

Discussion ensued between Mr. Huff, Mr. Rubin, and Councilmembers regarding whether or not to require entire construction sites to be screened.

Mayor Bickel recommended that construction sites could be required to be screened at a threshold.

ORDINANCE 2025-01 - CODE AMENDMENT – CONSTRUCTION SITE STANDARDS  
*continued*

Mr. Rubin stated that he would include language in the code to require screening of a construction site if the improvement was over 50%.

Mr. Rubin discussed and explained the enforcement of the code through either the Building Official or a Code Enforcement Officer.

Mayor Bickel asked if parking of construction vehicles in the swale overnight was prohibited.

Mr. Rubin stated that the Building Official could allow parking in the right of way immediately adjacent to the construction site if they could not park on site.

Mayor Bickel stated that overnight parking of construction vehicles in the swale has created issues in the past.

Mr. Rubin stated that prohibiting the parking of construction vehicles in the swale overnight could be included in the code. Mr. Rubin stated that he would make all of the recommended revisions to the ordinance and bring it back for second reading at the next scheduled Council meeting.

Thereafter, the motion to adopt on first reading Ordinance 2025-01 passed unanimously.

RESOLUTION 2024-105 – LIGHTHOUSE DRIVE BRIDGE REPLACEMENT DESIGN CONTRACT

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-105 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH WGI, INC. FOR DESIGN OF THE LIGHTHOUSE DRIVE BRIDGE REPLACEMENT PROJECT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Chad Girard explained the purpose of the resolution was to approve a contract with WGI, Inc. for the design of the Lighthouse Bridge Replacement Project. Mr. Girard gave a brief history and background of the proposed project. Mr. Girard explained that after negotiating with WGI, Inc.'s on their initial fee proposal, a final fee proposal in the amount of \$639,729.43 was submitted. Mr. Girard stated that the scope of work included comprehensive design services, including primary design, detailed design, environmental assessments, permitting, and support during the bidding process.

Lisa Jensen, 606 Shore Road, expressed her concerns regarding the past renderings that were shown for the proposed project.

Councilmember Puyol asked if the geotechnical was included or not included.

Mr. Girard stated that the geotechnical was included in the pricing.

**RESOLUTION 2024-105 – LIGHTHOUSE DRIVE BRIDGE REPLACEMENT DESIGN CONTRACT** *continued*

Discussion ensued between Mr. Girard and Councilmembers regarding the next steps in the process and time frame for the design of the bridge.

Jerry Pellegrino, 631 Riverside Road, expressed his concerns with large heavy trucks that were over the weight limit and crossing over the Lighthouse Drive Bridge.

Thereafter the motion to adopt Resolution 2024-105 passed unanimously.

**RESOLUTION 2024-106 – FISCAL YEAR 2025 BLANKET PURCHASE ORDER FOR SIDEWALK REMOVAL AND REPLACEMENT**

A motion was made by President Pro Tem Interlandi and seconded by Councilmember Puyol to adopt Resolution 2024-106 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH FLYING SCOT INC. FOR SIDEWALK REMOVAL AND REPLACEMENT UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT IN THE AMOUNT OF \$75,000; AND PROVIDING FOR AN EFFECTIVE DATE.

Field Operations Manager Marc Holloway explained the reason for the purchase order was to continue efforts to repair and improve the public sidewalks throughout the Village. The blanket purchase order was required to come before Council for approval since it exceeded \$25,000 for Fiscal Year 2025. The total cost of the purchase order would not exceed \$75,000.

John Samadi, 512 Marlin Road, provided Council a copy of a letter he had written to Public Works Director Chad Girard. Mr. Samadi expressed his concerns with the sidewalk removals and repairs that the Village has done over the past few years.

Councilmember Puyol discussed and explained the different types of repairs that could be done to the sidewalks.

Discussion ensued between Councilmembers and Mr. Holloway regarding the types of repairs that were done to Village sidewalks and the requirements that must be met for ADA compliance.

Thereafter the motion to adopt Resolution 2024-106 passed unanimously.

**RESOLUTION 2024-107 – FISCAL YEAR 2025 BLANKET PURCHASE ORDER FOR TIRES PURCHASE**

A motion was made by Councilmember Puyol and seconded by Vice Mayor Searcy to adopt Resolution 2024-107 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A FISCAL YEAR 2025 BLANKET PURCHASE ORDER WITH TIRE SOLES OF BROWARD, INC. IN THE TOTAL AMOUNT OF \$75,000 FOR THE PURCHASE OF TIRES FOR VILLAGE VEHICLES; AND PROVIDING FOR AN EFFECTIVE DATE.

**RESOLUTION 2024-107 – FISCAL YEAR 2025 BLANKET PURCHASE ORDER FOR TIRES PURCHASE** *continued*

Mr. Girard explained that the blanket purchase order for tires for various Village vehicles needed to be increased.

Vice Mayor Searcy asked how often the tires on police vehicles were replaced and oil changes were done.

Discussion ensued between Mr. Girard, Chief Jenkins and Councilmembers regarding the timing of oil changes and tire replacements for Village vehicles.

Thereafter the motion to adopt Resolution 2024-107 passed unanimously.

**RESOLUTION 2024-108 – FISCAL YEAR 2025 BLANKET PURCHASE ORDER FOR MISCELLANEOUS LANDSCAPING AND GROUNDS MAINTENANCE SERVICES**

A motion was made by Councilmember Garrison and seconded by Councilmember Puyol to adopt Resolution 2024-108 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A FISCAL YEAR 2025 BLANKET PURCHASE ORDER WITH PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR MISCELLANEOUS LANDSCAPING AND GROUNDS MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Holloway explained that staff was requesting a blanket purchase order in the amount of \$100,000 for miscellaneous landscaping and grounds maintenance projects as various departments reach out to Precision Landscape Company of Palm Beach County, Inc. for additional projects throughout the year as the need arises.

Thereafter the motion to adopt Resolution 2024-108 passed unanimously.

**RESOLUTION 2024-109 – FISCAL YEAR 2025 BLANKET PURCHASE ORDER FOR SPORTS FIELD MIX AND SAND FOR THE COUNTRY CLUB**

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-109 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH FLORIDA SUPERIOR SAND, INC. FOR THE PURCHASE OF 50/50 SPORTS FIELD MIX AND TOP DRESSING 180 SAND FOR THE NORTH PALM BEACH COUNTRY CLUB IN THE TOTAL AMOUNT OF \$60,000; AND PROVIDING FOR AN EFFECTIVE DATE.

Head Golf Professional Allan Bowman explained that staff was requesting the blanket purchase order to Florida Superior Sand, Inc. for the purchase of 50/50 sports field mix and Top Dressing 180 sand for the Country Club golf course. The purchase order would cover various summer projects that would include pond bank stabilization and repair work across the golf course.

Thereafter the motion to adopt Resolution 2024-109 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Bickel announced that the Village received the GFOA Distinguished Budget Award for Fiscal Year 2025.

Deputy Village Manager Samia Janjua stated that the Village received the highest recognized national award for its FY 2025 budget.

Council congratulated Mrs. Janjua and the Finance Department for their hard work on the budget.

Councilmember Garrison stated that she enjoyed all of the wonderful events at the Village during the holidays. Councilmember Garrison stated that she and Village Manager Huff attended the Boat Parade Awards Ceremony and that the Village was given an award recognizing their contributions. Councilmember Garrison showed the award which was a bucket that had boat cleaning supplies and other miscellaneous items for the Village to utilize.

Vice Mayor Searcy congratulated Mayor Bickel and Councilmember Garrison for being re-elected to Council without opposition. Vice Mayor Searcy also commended staff for their hard work on preparing holiday events and working to keep the Village in working order during the holidays.

President Pro Tem Interlandi stated that she received the “Westside Waves” newsletter which gave information on events on the west side of the community. President Pro Tem Interlandi encouraged those on the west side to participate in the holiday lighting contest.

President Pro Tem Interlandi stated that she received an anonymous letter from a concerned resident and encouraged residents to reach out to Council to communicate concerns and to provide contact information so that Council can respond.

Mayor Bickel agreed with President Pro Tem Interlandi and asked that residents please provide contact information when reaching out to Council so that a response can be made. Mayor Bickel stated that she does not share information of who contacts her with complaints or concerns.

President Pro Tem Interlandi wished everyone a Happy Holiday, Merry Christmas, Happy Hanukah and Happy New Year.

Councilmember Puyol discussed information regarding proposed changes to personal property taxes and other topics that were discussed by the Florida League of Cities Taxation Committee at the last meeting he attended.

Councilmember Puyol discussed information that was discussed at the last Palm Beach County League of Cities Meeting that was presented by Palm Beach County Mayor Maria Marino regarding traffic initiatives and plans.

Councilmember Puyol announced that at the same Palm Beach County League of Cities meeting, the Village received an Honorable Mention Certificate for the Read for the Record event and presented it to Council.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff commended Village employee Ray Zamora for his due diligence and quick thinking in identifying smoke coming from his sanitation truck and bringing back the truck to Public Works so that the Fire Department could put out the fire.

Mr. Huff discussed and explained that the Village acquired possession of 713 Westwind Drive through foreclosure actions that were undertaken by the Village. Mr. Huff stated that the house would be demolished and asked Council for direction on what they would like to do with the property.

VILLAGE MANAGER MATTERS/REPORTS *continued*

Discussion ensued between Mr. Huff, Mr. Rubin and Councilmembers regarding the Village's options for the property.

Council came to consensus to demolish the house at 713 Westwind Drive and to keep it a vacant lot until Council decides at a later date what to do with the property.

Discussion – Revisions to Accounting Policies and Procedures – Purchasing Thresholds

Mr. Huff provided a handout to Council that included a comparison of purchasing thresholds of other municipalities within Palm Beach County, a list of purchasing tasks for items over \$50,000 and information about the piggyback contract process.

Mrs. Janjua explained that due to current economic conditions and because of improved processing throughout Village departments, the Village purchasing thresholds needed to be updated. Inflation rates have significantly increased the cost of goods and services and many routine items were surpassing the thresholds and needed to come before Council for approval.

Mr. Girard discussed and explained the Public Works Department's processes for purchasing and how there were delays and inefficiencies due to the purchasing thresholds.

Mr. Huff explained the current purchasing thresholds and what the Village was proposing for new purchasing thresholds.

Mr. Huff and Mrs. Janjua asked Council for direction on the newly proposed purchasing thresholds.

Questions and answers ensued between Councilmembers, Mr. Rubin, Mr. Huff and Mrs. Janjua regarding the proposed purchasing thresholds.

Mayor Bickel recommended more time for Council to look over the documentation and asked that staff bring back a resolution for consideration at the next Council meeting.

Mr. Huff wished everyone a Merry Christmas and Happy Holiday. Mr. Huff thanked Council for their support and thanked staff for doing a great job. Mr. Huff also thanked and commended the residents of the Village.

Mayor Bickel wished everyone a Happy Holiday.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:47 p.m.

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Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH  
PUBLIC WORKS DEPARTMENT**

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TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Marc Holloway, Field Operations Manager  
DATE: January 9th, 2025  
SUBJECT: **RESOLUTION – Accepting a Proposal from BD Environmental Group, LLC for CIPP (Cured In Place Pipe) at 744 Cinnamon Road in the Village in the amount of \$30,525.00 and approving a Contract.**

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Village staff identified the deteriorating condition of the stormwater pipe at 744 Cinnamon Road. The vendor will be inserting a new liner (Cured in Place Pipe or CIPP).

The Village acquired (3) three quotes for the scope of work required to complete the project:

<b>Vendor</b>	<b>Total</b>
BD Environmental Group	\$30,525.00
Hinterland Group Inc.	\$31,605.00
Inliner Solutions	\$47,952.00

BD Environmental Group, LLC provided the best proposal to complete the project quickly and without delays. In accordance with the Village’s purchasing policy, all purchases in excess of \$25,000 and up to \$50,000 shall be brought to Village Council on the Consent Agenda for approval.

Village Staff is recommending execution of a Contract with BD Environmental Group to continue to improve and maintain the Village’s infrastructure.

Funding Source:

The funding for this project will come from the Stormwater Utility Fund.

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
Stormwater Utility Fund	Public Works	H7321-34684	Repair & Maintenance – Stormwater Drainage System	\$30,525.00

The attached Resolution and Contract have been prepared and/or reviewed by the Village Attorney for legal sufficiency.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving a Contract with BD Environmental Group, LLC for CIPP (Cured In Place Pipe) at 744 Cinnamon Road in the Village in the amount of \$30,525.00, with funds expended from account number H7321-34684 (Streets & Grounds – Repair & Maintenance Stormwater Drainage System), and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.**

**RESOLUTION 2025-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM BD ENVIRONMENTAL GROUP, LLC FOR THE INSTALLATION OF CURED IN PLACE PIPE LINER AT 744 CINNAMON ROAD AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village solicited quotes for the installation of Cured in Place Pipe Liner (CIPP) at 744 Cinnamon Road; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by BD Environmental Group, LLC; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts a proposal from BD Environmental Group, LLC for the installation of Cured in Place Pipe Liner (CIPP) at 744 Cinnamon Road at a total cost of \$30,525.00, with funds expended from Account No. H7321-34684 (Streets & Grounds – Repair & Maintenance Stormwater Drainage System), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## CONTRACT

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and BD ENVIRONMENTAL GROUP, LLC, 2900 N.E. 7<sup>th</sup> Avenue, Pompano Beach, Florida 33064, a Florida limited liability company (hereinafter "CONTRACTOR").

### **RECITALS**

WHEREAS, the VILLAGE solicited a proposal from CONTRACTOR to install Cured In Place Pipe Liners at 744 Cinnamon Road ("Work"); and

WHEREAS, the VILLAGE wishes to accept CONTRACTOR's proposal, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

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

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

A. Contractor shall perform the Work in accordance with its Proposal dated October 31, 2024 for CIPP at 744 Cinnamon Road, a copy of which is attached hereto and incorporated herein by reference.

B. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.

C. The total cost of the Work shall not exceed **Thirty Thousand Five Hundred and Twenty-Five Dollars and No Cents (\$30,525.00)**.

D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will

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

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured."

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants, and employees when the occurrence results solely from the wrongful acts or

omissions of the VILLAGE, its officials, agents, servants, and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state, and local laws, regulations, and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at 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. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.

- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore, and make good, without

additional Work occasioned by any of the above causes before its completion and acceptance.

- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily, and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added

to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. 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. In the event of an express conflict between this Contract and CONTRACTOR's Proposal, the terms of this Contract shall control.

- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. 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 AT: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto:NPBCLERK@VILLAGE-NPB.ORG); OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy 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 VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains

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

- J. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

**BD ENVIRONMENTAL GROUP, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_

SUSAN BICKEL  
MAYOR

ATTEST:

BY: \_\_\_\_\_

JESSICA GREEN  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_

VILLAGE ATTORNEY

## AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **BD Environmental Group, LLC**.
3. **BD Environmental Group, LLC** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: \_\_\_\_\_  
Print Name:  
Title:



## BD Environmental Group

2900 NE 7th Ave  
Pompano Beach, FL 33064

954-876-1267

<https://bdenvironmentalgroup.com/>  
[accts.bdenvironmental@gmail.com](mailto:accts.bdenvironmental@gmail.com)

## Proposal 2024781

SENT

Village of North Palm 744 Cinnamon

**Service Address:**

Village of North Palm 744 Cinnamon

744 Cinnamon Road  
North Palm Beach, Florida 33408

**Billing address:**

Village of North Palm

645 Prosperity Farms Road  
North Palm Beach, Florida 33408

**Date:** Oct 31, 2024

**Expiration Date:** Oct 31, 2024

**Status:** Sent

### CIPP

Install 30 inch Liner

Item	Quantity	Amount
CIPP	165.00	\$30,525.00
Clean 30 inch pipe. Install 165 feet of 30 inch cured in place liner. Ends of pipe will be sealed with hydraulic cement. Post video pipe . A copy of the video will be provided.		

Thank you for your business!

**Subtotal** \$30,525.00

**Total** \$30,525.00



**PROPOSAL # 24-0288-00**

Hinterland Group Inc.  
 2051 West Blue Heron Blvd  
 Riviera Beach, FL 33404  
[Info@HinterlandGroup.com](mailto:Info@HinterlandGroup.com)

**12/10/2024**

Village of North Palm Beach  
 Attn: John Gibson  
 645 Prosperity Farms Road  
 North Palm Beach, FL 33408  
[jgibson@village-npb.com](mailto:jgibson@village-npb.com)

Village of NPB - 744 Cinnamon

Item	Description	Qty	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 2,400.00	\$2,400.00
2	Cleaning & Assessment, 30"	165	LF	\$ 15.00	\$2,475.00
3	CIPP, 30"x13.5mm	165	LF	\$ 157.00	\$25,905.00
4	Post-CCTV	165	LF	\$ 5.00	\$825.00

**Grand Total: \$31,605.00**

**Exclusions from Scope:**

1. **Permitting and Bonding**
2. **Any major MOT required (road closures, lane closures, detours, etc.)**
3. **Sizes shown on plans are assumed to be correct**
4. **This quote does not provide any bypass or manhole lining**
5. **Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.**
6. **Any other work not specifically listed in inclusions above**
7. **Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe**

**NOTE:** Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

**ALL PO's/Contractual Issuances are to be emailed to: [info@hinterlandgroup.com](mailto:info@hinterlandgroup.com)**

**Prepared By:**

Jake Crowe  
[jcrowe@hinterlandgroup.com](mailto:jcrowe@hinterlandgroup.com)  
 Office: (561) 640-3503  
 Mobile: (803)309-7487

Accepted By: CGC1520354 • CUC1224634 • CBC1255077 • EC13003615 Date: \_\_\_\_\_



Inliner Solutions, LLC

November 21, 2024

Village of North Palm Beach  
Attn: John Gibson  
645 Prosperity Farms Rd  
North Palm Beach, FL 33408

Bid Proposal: Village of N. Palm Beach Storm CIPP  
Cinnamon Rd. North Palm Beach, FL  
30-Inch CIPP

Dear Bidder,

Inliner Solutions, LLC is pleased to offer the following proposal pricing to provide cured in place rehabilitation services of the 18-Inch storm sewer lines for the above referenced project. This pricing includes providing all labor, material, supervision, and equipment necessary to complete the scope of work as listed below.

Scope of work performed by Inliner Solutions, LLC:

1. Provide pre-work submittals.
2. Inliner Solutions, LLC will perform pre-rehab CCTV & cleaning (normal only). Two-wheel drive vehicle access to manholes is required for this work.
3. CIPP rehabilitation to be completed per ASTM 1216 standards utilizing water or air inversion & water or steam curing methods.
4. Reinstatement of service laterals is via internal robotic cutter only (if required).
5. Inliner Solutions, LLC will perform post lining CCTV inspection upon completion of our CIPP to confirm rehab work.
6. CIPP rehabilitation pricing is based on completing diameters & associated quantities as listed in this proposal's schedule of values. Any change in overall or segmental length, diameters or liner thickness could result in pricing changes.
7. Demobilize all construction equipment and clean-up of all identifiable debris generated by Inliner Solutions, LLC crew(s).
8. Proposal includes costs for one mobilization. Additional mobilizations could result in additional charges.

**Inliner Solutions, LLC proposes to complete the above scope of services for the prices listed below:**

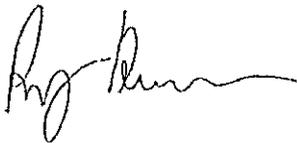
Item No.	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	\$2,522.00	\$2,522.00
2	30-Inch CIPP	159	LF	\$385.00	\$45,430.00
				<b>Total</b>	<b>\$47,952.00</b>

This pricing does **not** include the cost for the following:

1. Furnishing Bid, Performance, or Payment Bonds.
2. Prevailing wages (none provided).
3. Heavy pipe cleaning, including but not limited to grease, roots, tuberculation removal, mechanical cleaning, debris disposal, dump site, etc..
4. Prime Bidder/GC is responsible for providing adequate upstream & downstream access to proposed lines, including but not limited to precast removal/replacement, access/easement clearing, roads, staging, & inversion areas, etc. (should it be required). Inliner Solutions, LLC and/or its subcontractors must be able to set up over each manhole.
5. Erosion or site control including plans, permits, implementation, inspection, etc.
6. Reinstatement of service laterals (other than by internal means only) or lateral rehabilitation or service reconstructions of any kind, including but not limited to pipe bursting or open cut replacement. Dewatering, grouting, monitoring, point repairs (internal or open cut), new installation, structure modification, etc. to be handled by Others if required.
7. This quote includes up to (1) 4" trash pump & 400' of lay flat discharge hose to bypass normal flow conditions within the Inliner Solutions, LLC work-zone. Any additional equipment will be priced separately or provided by Others.
8. Traffic control outside of temporary signs & cones.
9. Testing outside of material physical properties.
10. Site restoration of any kind including but not limited to grading, grassing, concrete, or asphalt work.
11. Any permits or fees, including fees for water source for pipe cleaning or CIPP. Source and any associated fees to be provided by Others.
12. Changes in pipe diameter, quantities, liner thickness, or lengths (overall or segmental) could result in pricing changes. Pricing based on completing all listed quantities in one mobilization.
13. Costs for site specific training/badging (safety, security, or otherwise).
14. Any work not specifically detailed in this proposal.
15. Pricing firm for 30 days from date of this proposal. This proposal shall become an exhibit or attachment to any contractual agreement. After expiration, this proposal is deemed invalid or subject to adjustment and reissued accordingly.
16. Proposal pricing based on net 45-day net payment terms from the date of invoice.

Thank you for the opportunity to offer you this proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Richard Herrmann, Area Director

Acceptance Signature, Date

VILLAGE OF NORTH PALM BEACH  
 605 PROSPERITY FARMS ROAD  
 NORTH PALM BEACH, FLORIDA 33408

PURCHASING QUOTE DOCUMENTATION

Item to be purchased: 744 Cinnamon Rd. Stormwater CIPP		Date: 12/12/2024
		Department: PUBLIC WORKS - STREETS & STORMWATER
Quote #	Vendor name, phone # & contact	Quoted Amount
1	BD Enviromental	\$30,525.00
2	Hinterland Group Inc.	\$31,605.00
3	Inliner Solutions	\$47,952.00

**Vendor**

**Selected:** BD Enviromental phone # 954-876-1267

**Reason** Cost is cheaper

**Approved:**   
 Manager Approval

**Approved:**   
 Department Head

**Note :** *Attach quotes to this summary sheet*



THE VILLAGE OF  
**NORTH PALM BEACH**  
Village Manager's Office

*"THE BEST PLACE TO LIVE UNDER THE SUN"*

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**Environmental Committee Meeting**

**MINUTES**

**Anchorage Park**

**Monday, November 4, 2024**

**6:00pm**

1. Call to Order: Karen Marcus called the meeting to order at 6:05pm.
2. Roll Call:  
Present: Karen Marcus, Kendra Zellner, Shawn Woods, Mary Phillips, Juliette Desfeux, Ellen Allen  
Absent: Ellen Allen, Brian Bartels  
Also Present: Marc Holloway, Field Operations Manager
3. The Minutes of the October 14, 2024, regular meeting was approved.
4. Public Comments –
  - a. Ed Crawford- Provided a photo cardboard boxes in recycling bins that were not broken down.
5. Community Garden Update – Karen advised that Ashley will meet with the Garden Committee soon.
6. Arbor Day Application- Marc will meet with Ashley to submit the application. Deadline is Nov 15.
7. Earth Day- Kendra proposed the birdhouse painting at the Library again and installing on Earth Day at Bird Village. Kendra and Mary will start planning for Earth Day Karen proposed that we include the NET team to participate in the tree giveaway portion. They will schedule meeting with Ashley to discuss the details of the event.
8. Pump-out proposal from the waterway board- This is a project that the Waterways Committee is focusing on at this time. The committee recommends that the Waterway Committee contacts SWA or Seacoast. Karen will call Seacoast to ensure they are the right company to contact.

9. Volunteer board request- Shawn provided information on the volunteer sign up on the website, however, the committee prefers to make the volunteer request form event specific. Shawn will work on this with Marc.
10. Oyster Project- Mary advised that CCA wants to supply the shells and hanging devices. Mary recommended the stringing event for February and the event to install for late March. Mary and Kendra will meet with Ashley to discuss the event details.
11. Lakeside Park erosion proposal- Marc has no update. Karen recommended that Marc speaks at Lisa Interlandi about how we should proceed.
12. Lake Worth Lagoon water quality- no update.
13. Wind and Heat Vulnerability Assessment- Marc advised that this is an ongoing process. Should be back within 60-90 days. Marc will request that the company presents to the committee once finished.
14. Parks Master Planning update- Steve Poh has no update. Kendra made a motion, and Shawn seconded the motion to preserve the trees at the Community Center. Juliette will provide a list of green-park recommendations.
15. Tree removal permit- The permit proposal is with Lisa Interlandi for review. Karen and Marc will follow up. Kendra will write the tree removal permit.
16. Residential landscape code- No update.
17. Speaker Series- Karen will speak with Tom about being the speaker series in January.
18. Previous newsletter about big boxes in the yellow bin and holiday recycling. The next newsletter about Oyster water cleaning information. Keep your eye out for an upcoming event.
19. Member Comment-
  - a.
20. Staff Comment-
  - a. Marc advised that he is looking into paspalum grass for the bowl at Anchorage Park. This would allow the Village to save water since the grass is salt tolerant and we would not have to connect to Seacoast water.

21. Next meeting- The next meeting will be on Dec 2, 2024 at 6:00 pm at Anchorage Park.

22. Adjournment- the meeting adjourned at 7:16pm.





THE VILLAGE OF  
**NORTH PALM BEACH**  
Village Manager's Office

*"THE BEST PLACE TO LIVE UNDER THE SUN"*

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**Environmental Committee Meeting**

**MINUTES**

**Anchorage Park**

**Monday, December 2, 2024**

**6:00pm**

1. Call to Order: Karen Marcus called the meeting to order at 6:01pm.
2. Roll Call:
  - Present: Karen Marcus, Kendra Zellner, Shawn Woods, Mary Phillips, Juliette Desfeux, Ellen Allen, Brian Bartels
  - Absent:
  - Also Present: Marc Holloway, Field Operations Manager, Councilmember Orlando Puyol
3. The Minutes of the November 4, 2024, regular meeting was approved.
4. Public Comments –
  - a. George Alger from 408 Ebbtide- from the Waterway Advisory Board
5. Community Garden Update- The Garden Committee has half of a bed available. They have a soil bin with lids. They are awaiting the information on the shed. They had a plant swap event and added orchids to the palm trees near the garden. They are working with Ashley to get signage for the garden and a banner for events. They changed their meeting dates to the 2<sup>nd</sup> Wednesday of the month and are looking for an indoor meeting location.
6. Volunteer board request- Marc will work with Ed.
7. Oyster Project- Mary and Kendra met with Ashley to coordinate the oyster project event at Anchorage Park. The proposed event date is Feb 15 starting at 10am, and possibly a second date in March.
8. Lakeside Park erosion proposal- Marc said it is on hold.
9. Wind and Heat Vulnerability Assessment- Marc has no update for 60-90 days.

10. Parks Master Planning update- Ashley has no update currently. Karen recommended that Ashley not rush the process and spend time learning about the use of Village parks.
11. Tree removal permit- Mary spoke at the last Planning and Zoning Commission and provided the feedback from the meeting. Karen and Kendra will attend Dec 3<sup>rd</sup> meeting to explain the committee's initiative. Kendra provided a template for the tree removal permit.
12. Arbor Day Application- Ashley said the application was submitted and will be celebrated at Garden Fest on Jan 18.
13. Earth Day- Kendra and Mary met with Ashley to discuss upcoming Earth Day and Arbor Day. The decision was made April 26th. Karen will work on food and firefighters.
14. Residential landscape code- No update.
15. Speaker Series- Karen spoke with Tom about being the speaker series on January 18 but Karen will work on moving it to the 25th. Ellen has an individual that will have a speaker for April, Karen will speak with Liz first.
16. Previous newsletter about Oyster water cleaning information. Keep your eye out for an upcoming event. The next newsletter about Arbor Day and Earth Day.
17. Member Comment-
  - a. Shawn recommended that the committee watch Buy Now.
  - b. Mary advised that the park looks better without dry storage. Green space was lost with the fence. Karen requested that Marc provide the committee with the site plan to ensure the shrubs are the correct kind.
  - c. Ellen advised that deconstruction material can be reused for rebuilding new homes. Juliette said there is a huge market for repurposing, but the landfill diversion rate is above 75% with the commercial sector. There are no data on residential. Juliette will investigate some examples to provide to the committee.
18. Staff Comment-
  - a.
19. Next meeting- The next meeting will be on Jan 6, 2024 at 6:00 pm at Anchorage Park.
20. Adjournment- the meeting adjourned at 7:03pm





**THE VILLAGE OF NORTH PALM BEACH  
PLANNING, ZONING AND ADJUSTMENT BOARD  
REGULAR MEETING MINUTES  
TUESDAY, NOVEMBER 12, 2024 at 6:30 PM**

**Present**

Cory Cross, Chair  
Jonathan Haigh, Member  
Thomas Hogarth, Member  
Timothy Hulihan, Member  
Mark Michaels, Member

**Absent**

Donald Solodar, Member  
Scott Hicks, Vice-Chair

**Village Staff**

Leonard Rubin, Village Attorney  
Caryn Gardner-Young, Community Development Director

**1. CALL TO ORDER**

Chair Cross called the meeting to order at 6:30 p.m.

**a. ROLL CALL**

Roll was called, and it was determined a quorum was present.

**2. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA: None.**

**3. PUBLIC COMMENT FOR NON-AGENDA ITEMS: None.**

**4. APPROVAL OF MINUTES:**

**a.** September 10, 2024

**b.** October 1, 2024

Mr. Hulihan motioned to approve the September 10, 2024 minutes as submitted, seconded by Mr. Hogarth. The **motion passed** unanimously (5-0).

Mr. Haigh motioned to approve the October 1, 2024 minutes as submitted, seconded by Mr. Hulihan. The **motion passed** unanimously (5-0).

**5. DECLARATION OF EX-PARTE COMMUNICATIONS:**

Chair Cross disclosed an indirect connection with Item 6-1.

**6. QUASI-JUDICIAL MATTERS/PUBLIC HEARING**

Village Attorney Leonard Rubin swore in those wishing to provide testimony.

## **a. SITE PLAN AND APPEARANCE REVIEW**

### **i. OLD BUSINESS**

Mr. Hullihan motioned to remove the item from the table, seconded by Mr. Hogarth. The **motion passed** unanimously (5-0).

#### **1. 55 US Highway 1 (Faith Lutheran Church)**

Ms. Carri Leininger, 11923 Lake Shore Place, on behalf of the applicant, requested approval for parking lot lights on the western side of the property, explaining the need for better lighting due to multiple activities happening at Faith Lutheran (Church). This included adult daycare, preschool, aftercare, Bible study, and evening community meetings. The church had a lot of foot traffic, especially with families picking up children after dark. The lighting was also critical for safety due to a road running through the parking lot.

After raising funds, Faith Lutheran hired Casper Lighting, a reputable contractor, and installed the lights with an approved building permit. However, it was later discovered that the permit had been issued in error, requiring Board approval of the site plan. The proposed modifications included lowering the lights by 10 feet to 27 feet, softening the light color to 3000 Kelvin, adding more shields to direct light into the parking lot, and operating the lights from 5 PM to 10 PM, with special events extending them past 10 PM. The Church expected fewer than six events annually that would exceed 10 PM and the Church would notify the Community Development Department if more were held. Technical questions were directed to Frank Russo from the Church's office.

#### Member comments

Mr. Hullihan asked what was different from previous proposals. Ms. Leininger replied that the lights were now warmer, lowered to 27 feet, and housed to direct the light into the parking lot instead of creating a more diffuse, circular pattern. She confirmed that the same number of poles would remain, but the heads would be lowered. Mr. Hullihan inquired about the photometric map, referencing confusion from earlier discussions. Ms. Leininger clarified that the photometric map in the packet showed the proposed lighting pattern and was located on the last page.

Discussion ensued about photometrics. Mr. Haigh pointed out that the red label next to the light poles on the photometric plan indicated "MH," which stood for mounting height. He noted that the calculations were likely incorrect, as someone had run the numbers improperly.

Mr. Hogarth asked if the proposed fixtures were different from the original ones; Mr. Russo confirmed they had to be different. Mr. Hogarth inquired about the new shielding on the lens face of the light, asking if they would be effective. Mr. Russo explained that the shielding would cover the face

and sides of the lens. Mr. Hogarth then asked if the photometrics were done with these assumptions, to which Mr. Russo replied they appeared to have house side shields in the model numbers. Mr. Hogarth clarified that the poles would remain and only the fixtures would be lowered, which Mr. Russo confirmed.

Mr. Haigh commented that the proposed lighting improvements only addressed the farthest parking spaces and did not resolve lighting issues at the drop-off area or along the walk to the park. He noted a non-functioning light closer to the building and FP&L alley lighting that could also be replaced but were not included in the photometric plan. Mr. Russo and Ms. Leininger clarified that the project focused on the darkest areas first, with plans to address all areas eventually, and requested approval for the current phase.

Mr. Haigh expressed concern that the current lighting phases were creating dark spots and shadows, potentially making the situation more unsafe rather than resolving the overall lighting issues. While he acknowledged the improvements of lowering the luminaires and enhancing photometrics, he noted that the light throw from the fixtures was making the area darker sooner. He suggested installing better lighting in the alley's center and at the far end, though the budget was limited, and he believed this could still be an acceptable solution.

Mr. Hullihan stated that addressing only the worst areas first overlooked the overall lighting situation. He suggested re-lamping existing fixtures to assess whether additional lighting was necessary, which could have resulted in a more efficient solution.

Dr. Michaels acknowledged that the chief concern was light intrusion on the neighbors, noting that the proposed photometrics appeared to address this issue. He suggested that lowering the lights to 27 feet would further reduce impact, and improving the light near the exit would not affect the neighbors, as it was far enough away. He commended the efforts made to resolve the issue while minimizing the impact on the surrounding area.

Chair Cross expressed agreement that a comprehensive lighting analysis would be ideal but acknowledged it was not going to happen. He stated that the applicant had responded to the request and did not have a problem with the current plan. He emphasized the urgency of approving the plan to improve lighting, especially since the area was very dark, and noted the need for FP&L to address the lighting issue.

Chair Cross opened public comment. No one came forth to speak.

Dr. Michaels motioned to approve with the conditions that the model of the fixture must match what was represented on the proposed photometric plan; mounting height set at 27 feet, with perimeter shielding applied as proposed around the perimeter of the fixture; and lights kept horizontal to the ground plane, seconded by Mr. Haigh. The **motion passed** unanimously (5-0).

**i. NEW BUSINESS**

**1. 55 US Highway 1 (Faith Lutheran Church)**

Ms. Pilar Tucker, 1504 Harbor Road, on behalf of the applicant, requested approval to allow the existing fence and landscaping on the perimeter of the property located at 555 US Highway 1. She noted the landscaping is native plants.

Chair Cross asked why the Building Department was approving permits for items requiring Board review. Ms. Gardner-Young explained that Community Development Department turnover likely contributed to a lack of historical knowledge, leading to errors. She noted that when mistakes are identified, steps are taken to correct them, such as the current review of an installed black chain-link fence with coco plum plantings. She added that a condition of approval requires compliance with the code within two years and ongoing maintenance.

Mr. Hullihan asked about the minimum height requirement per code. Ms. Gardner-Young confirmed the initial minimum height is 24 inches, with a requirement to grow to at least three feet within two years. Maintenance of the planting was also a condition of approval.

Mr. Haigh questioned the fencing and front yard setback. Chair Cross recommended tabling the item until staff could confirm whether a waiver was needed. Village Attorney Rubin clarified there was no front yard setback in the C-MU Zoning District so no waiver was required.

Mr. Haigh reiterated that he had no issue with the plant material but emphasized a preference for it to fully hide the fence. He expressed opposition to chain-link fences in the front yards of properties within the C-MU Zoning District, particularly along the Village's main street, suggesting they should be excluded entirely.

Mr. Hogarth noted the C-MU code lacks guidance on improvements to existing buildings and suggested a waiver might be appropriate due to the unique use of the property, such as the presence of a school. He emphasized the need for a clear rationale for allowing the fence in this case but not for neighboring properties.

Mr. Hullihan motioned to approve with the condition of a two year grow but to maintain the hedge at full (4 feet) height to fully conceal the fence, seconded by Dr. Michaels. The **motion passed** unanimously (5-0).

**7. PUBLIC HEARINGS**

**a. OLD BUSINESS**

**1. Sign Text Amendment Ordinance**

Request by Village staff for consideration of the following ordinance:

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES BY REPEALING ARTICLE V, "SIGNS AND OUTDOOR DISPLAYS," IN ITS ENTIRETY; AMENDING ARTICLE III, "DISTRICT REGULATIONS," OF APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-34, "C-G GENERAL COMMERCIAL DISTRICT," SECTION 45-34.1, "C-3 REGIONAL BUSINESS DISTRICT," SECTION 45-34.3, "C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT, AND SECTION 45-38, "I-1 LIGHT INDUSTRIAL DISTRICT," TO REMOVE SIGN REGULATIONS; AMENDING APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE IX, "SIGNS AND OUTDOOR DISPLAYS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

Village Attorney Rubin noted the only change was to vehicle signs.

Member comments

Mr. Hullihan had no comments.

Mr. Hogarth noted the plan was better than before but was still not perfect. It was clarified that if the C-NB Zoning District lacked specific requirements, the more restrictive rule from other sections applies. Discussion touched on overlapping regulations in the C-NB Zoning District and plans for future consolidation. Regarding "For Lease" signage, temporary signs would be limited to three square feet, which Mr. Hogarth suggested was too small.

Mr. Haigh had no comments.

Dr. Michaels suggested signage needed to be larger than 3 sq. ft. but less than 16 sq. ft.

Chair Cross opened public comment.

Mr. Chris Ryder, 118 Dory Road South, suggested banning temporary signage within the C-NB Zoning District.

Chair Cross closed public comment.

Chair Cross suggested sticking with 3 sq. ft. minimizes the problem.

Ms. Gardner-Young suggested a progressive approach to reducing sign size, such as transitioning from 16 square feet to 9 square feet over two years. She noted this as an option but left the decision to prohibit signs entirely up to the Board.

Discussion ensued about removing temporary "For Lease" signage.

Village Attorney Rubin advised that temporary sign regulations should remain consistent and not content based. For commercial signage, there was more flexibility, but the preference was to retain smaller-sized signs rather than eliminate them entirely.

Dr. Michaels suggested balancing sign size with duration, allowing larger signs for shorter periods, such as for grand openings, while limiting long-standing signs to smaller sizes, like three square feet. He noted that small, chronically placed signs are less effective and might naturally decrease over time. He also proposed different size allowances based on time periods, acknowledging it could be complex but might address the issue effectively.

Mr. Hullihan suggested addressing content-specific conflicts by stating that temporary signs are not permitted except for specified exceptions, such as grand opening signs allowed for a maximum of 24 hours. He proposed creating a clear list of such exceptions to simplify the regulations.

Chair Cross invited Mr. Ryder to share additional comments.

Mr. Ryder suggested clearer timelines for temporary signs, such as two weeks for banner signs before and after grand openings and 45-60 days annually for other temporary signs. He emphasized defining specific exceptions, like 24 hours for grand openings, and proposed aligning regulations with residential real estate signs, which are limited to two-by-three feet with time restrictions, to improve uniformity and clean up US 1 visually.

Discussion ensued about excluding all temporary signage and for staff to develop a list of exceptions.

Mr. Hogarth motioned to continue the item until the next meeting. Dr. Michaels seconded the motion. The **motion passed** unanimously (5-0).

## **b. NEW BUSINESS**

### **1. Tree Removal Permit Ordinance**

Request by Village staff for consideration of the following ordinance:

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE VIII, "LANDSCAPING," OF APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW SECTION 45-95, "TREE REMOVAL PERMIT;" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Ms. Gardner-Young explained a proposal to create a tree removal permit process, requested by the Environmental Committee. The proposed process aims to regulate single-family and duplex properties minimally. Permits would only be required for trees with a diameter of 18 inches or more, unless part of a landscape plan. Removal would require specific justification and typically include replacement plans. The ordinance aligns with Florida statutes, exempting permits for trees posing a risk to life or property if documented by an arborist or landscape architect. She sought Board guidance and noted the proposed ordinance was a starting point for discussion.

Member comments

Mr. Haigh asked about the intent behind the term "private property" in the exemption for trees with a diameter of less than 18 inches. Ms. Gardner-Young clarified that it refers to private properties such as single-family, multi-family, and commercial properties, excluding village-owned land.

Mr. Haigh recommended renaming the process to a "tree permit" to encompass removal, relocation, and replacement. He suggested adding a tiered approach: first attempting relocation for transplantable trees, and if relocation is not feasible, proceeding to replacement. He also emphasized the need for penalties to deter unauthorized land clearing, noting the current lack of consequences beyond replacement requirements.

Mr. Haigh recommended limiting regulations to Category One invasive plants, lowering the minimum regulated size from 18 to 12 inches DBH, requiring relocation consideration for suitable trees, adding penalties for unauthorized removal, and reiterated renaming the permit to a "tree permit" for broader applicability.

Dr. Michaels questioned the costs of tree evaluation, removal, and permits, noting the potential burden on property owners. Mr. Haigh estimated arborist fees at a few hundred dollars, with additional costs for removal and stump grinding, which would apply regardless of permits.

Mr. Hullihan noted that some developers value preserving trees and incorporate them into community designs, while others prioritize clearing land for development.

Chair Cross opened public comments.

Mr. Chris Ryder, 118 Dory Road South, emphasized that the code should not only address developers' practices but also consider individual property owners, like himself, who planted a tree with personal significance, such as a mango tree planted with his children 15 years ago.

Mr. Hullihan suggested incentivizing preservation by offering additional entitlements to developers.

Mr. Hogarth agreed with Mr. Ryder, stating that the regulations unfairly burden homeowners and infringe on property rights. He suggested promoting tree planting through village programs rather than imposing restrictive rules, noting that such measures resemble HOA regulations and conflict with the Village's non-HOA character.

Discussion continued.

Ms. Mary Phillips, 525 Ebbtide Drive, stated the Environmental Committee aims to preserve mature trees by encouraging thoughtful removal decisions. The process is intended to be simple and fair, allowing nuisance trees to be removed with proof and requiring replacements. Ms. Phillips emphasized the need for a tree removal process to prevent unnecessary tree cutting and preserve the Village's canopy, which enhances home values and the environment. She advocated for thoughtful

removal, tree replacements, and focusing on private property rather than swales due to infrastructure issues, urging action to protect the community's character.

Mr. Hullihan suggested creating a category for new construction with incentives to preserve trees, making it more appealing to save them.

Mr. Haigh proposed penalizing tree removal instead of offering incentives, using the penalty funds to plant more trees in the Village.

Councilmember Puyol suggested restricting it to the front yard.

Discussion continued.

Ms. Gardner-Young asked if the Board wanted to proceed with further consideration of the tree permit.

Mr. Hogarth asked if current or proposed codes would prevent someone from removing oak trees in a buildable area to meet minimum setbacks. Ms. Gardner-Young explained that under both codes, removal could be allowed on a case-by-case basis with justification, such as a floor plan showing the tree obstructing construction. Mr. Hogarth noted that exemptions apply if the tree conflicts with a buildable area.

Dr. Michaels acknowledged the intent to preserve trees and slow their removal but questioned whether the approach would be fair and consistent, expressing uncertainty about reaching a resolution.

Mr. Hullihan discussed incentives versus penalties.

The Board deliberated whether to proceed with addressing the topic and decided to revisit it at the next meeting.

Mr. Haigh motioned to continue the item to the next meeting. Dr. Michaels seconded the motion. The **motion passed** (4-1) with Mr. Hullihan voting in opposition.

## **8. BOARD COMMENTS**

Mr. Haigh requested a white paper to consolidate and clarify the fencing code rules and regulations, which are currently spread across multiple sections, to help ensure permit approvals are accurate.

Mr. Hogarth asked about staff authority on signs, and Ms. Gardner-Young explained only signs under a Board-approved Master Sign Plan bypass further Board review. Hogarth suggested annual reminders for commercial properties about regulations, and Ms. Gardner-Young noted that those in noncompliance are often unintentional due to a lack of awareness about local rules.

## **9. STAFF UPDATES:** None.

## **10. ADJOURNMENT**

Chair Cross advised the next meeting was scheduled for Tuesday, December 3, 2024. With no further business before the Board, Chair Cross adjourned the meeting at 8:33 p.m.



**THE VILLAGE OF NORTH PALM BEACH  
PLANNING, ZONING AND ADJUSTMENT BOARD  
REGULAR MEETING MINUTES  
TUESDAY, DECEMBER 3, 2024 at 6:30 PM**

**Present**

Cory Cross, Chair  
Jonathan Haigh, Member  
Timothy Hulihan, Member  
Donald Solodar, Member  
Mark Michaels, Member

**Absent**

Thomas Hogarth, Member  
Scott Hicks, Vice-Chair

**Village Staff**

Leonard Rubin, Village Attorney  
Caryn Gardner-Young, Community Development Director

**1. CALL TO ORDER**

Chair Cross called the meeting to order at 6:30 p.m.

**a. ROLL CALL**

Roll was called, and it was determined a quorum was present.

**2. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA: None.**

**3. PUBLIC COMMENT FOR NON-AGENDA ITEMS: None.**

**4. APPROVAL OF MINUTES: None.**

**5. DECLARATION OF EX-PARTE COMMUNICATIONS: None.**

**6. SWEARING IN FOR QUASI-JUDICIAL MATTERS**

Village Attorney Leonard Rubin swore in those wishing to provide testimony.

**7. QUASI-JUDICIAL MATTERS**

Village Attorney Leonard Rubin swore in those wishing to provide testimony.

**a. SITE PLAN AND APPEARANCE REVIEW**

**i. NEW BUSINESS**

**1. 521 Northlake (Milton Recovery)**

Ms. Gardner-Young confirmed the applicant was in attendance and had no objections to any of the order conditions.

Mr. Chris Campbell, 2001 10<sup>th</sup> Avenue North, Lake Worth from Fast Signs, on behalf of the applicant, requested approval to allow a face change for an existing monument sign located at 521 Northlake Boulevard.

Mr. Campbell began his presentation and reviewed the monument sign face change; sign location; and landscaping and building behind the sign.

Member comments

The Board had no comments.

Mr. Solodar motioned to approve as submitted, seconded by Mr. Haigh. The **motion passed** unanimously (5-0).

**2. 2677 Northlake (Mazda of Palm Beach)**

Ms. Gardner-Young confirmed the applicant was in attendance and had no objections to the order conditions.

Mr. Donald Hearing, 934 Commerce Lane #1, Jupiter, on behalf of the applicant, requested approval to screen an existing heated stack located on the roof of the body shop at 2677 Northlake Boulevard.

Mr. Hearing began his presentation and reviewed the request; site location; existing conditions; and proposed white aluminum screening.

Member comments

Dr. Michaels asked about pollution to which Mr. Vince Camthe, Service Director of Palm Beach Mazda, explained that the downdraft booth directs paint overspray and fumes through a filtration system, ensuring capture of containment. He noted that heat used for drying is vented separately, preventing paint particulates from mixing with the heated air.

Mr. Solodar asked why this issue was not addressed seven years ago. Mr. Cam explained that the heated booth was added a year ago to improve efficiency. He acknowledged delays with the original application, apologized for the oversight, and thanked everyone for their efforts.

Mr. Haigh had no comments.

Mr. Hullihan asked if screening from the railroad tracks was required or simply omitted. Mr. Hearing explained that screening was not proposed as it seemed unnecessary due to its location near the industrial area but stated it could be added if deemed essential. He clarified that the site plan was intended as an exhibit to show property separation. Mr. Hullihan suggested screening on four sides and expressed overall agreement with the plan. Mr. Hearing agreed to the suggestion.

Chair Cross opened public comment.

Ms. Debra Cross, 2560 Pepperwood Circle South, agreed with Mr. Hullihan's request to screen on all four sides.

Chair Cross closed public comment.

Mr. Hullihan motioned to approve with the condition it is screened on all four sides, seconded by Mr. Solodar The **motion passed** unanimously (5-0).

## 8. PUBLIC HEARINGS

### a. OLD BUSINESS

#### 1. Sign Text Amendment Ordinance

Request by Village staff for consideration of the following ordinance:

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES BY REPEALING ARTICLE V, "SIGNS AND OUTDOOR DISPLAYS," IN ITS ENTIRETY; AMENDING ARTICLE III, "DISTRICT REGULATIONS," OF APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-34, "C-G GENERAL COMMERCIAL DISTRICT," SECTION 45-34.1, "C-3 REGIONAL BUSINESS DISTRICT," SECTION 45-34.3, "C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT, AND SECTION 45-38, "I-1 LIGHT INDUSTRIAL DISTRICT," TO REMOVE SIGN REGULATIONS; AMENDING APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE IX, "SIGNS AND OUTDOOR DISPLAYS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

Attorney Ruben explained that the sign code ordinance was not updated due to time constraints and a shortened schedule between meetings. He noted that the Board had discussed banning all temporary signs with exceptions, but this approach would be too content-based and require reworking. He requested a continuation to the next meeting to present revised options.

Discussion ensued.

Dr. Michaels motioned to continue the item to the January 7, 2025 meeting. Mr. Hullihan seconded the motion. The **motion passed** unanimously (5-0).

#### 2. Tree Removal Permit Ordinance

Request by Village staff for consideration of the following ordinance:

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE VIII, "LANDSCAPING," OF APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW SECTION 45-95, "TREE REMOVAL PERMIT;" PROVIDING FOR CODIFICATION;**

**PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

Ms. Gardner-Young presented updates to the tree permit process based on previous Board feedback. She explained that the "tree removal permit" was renamed "tree permit," and regulations were adjusted to exempt trees under 18 inches in diameter within R1 districts, while other zones followed the DBH standard. She stated that invasive species regulations were limited to Florida Invasive Species Council's Category 1. For new developments, she referenced existing tree disposition plans, while non-development tree removal required arborist assessments and relocation attempts, with fees set at \$200 per diameter inch to cover relocation or mitigation costs. She elaborated on penalties, noting that failure to obtain a tree permit would result in a triple permit fee for each violation. While the permit fees were set to be affordable, around \$50, to encourage compliance, she acknowledged that additional penalties would include mitigation requirements to account for the loss of the tree. She highlighted the challenge of determining mitigation for removed trees but suggested using property records and historical data to assess tree size and value. Additionally, she presented a Tree Trust Fund to support replanting, educational programs, tree giveaways, and Village-wide tree preservation efforts, with expenditures managed by the Village Manager and aligned with Village policies. She concluded by inviting feedback from the Board and Environmental (Committee) members to ensure the proposal met their expectations.

Chair Cross opened public comment.

Ms. Karen Marcus, 920 Evergreen Drive, North Palm Village, on behalf of the Committee, explained the Committee's rationale for initiating the tree permit process. She highlighted their aim to position the Village at the forefront of climate change efforts and tree preservation while maintaining a shade canopy. The Committee conducted a tree survey through Mr. Holloway's Department, employing advanced methods to assess tree coverage. Initially, the inclusion of MacArthur Park skewed the results, but it was later excluded to focus solely on Village data. She noted concerns over the removal of large, long-standing trees in single-family residential yards, including specimen trees. The Committee sought to proactively address these issues by requiring permits for tree removal, particularly for significant trees, while ensuring the process remained non-burdensome and affordable. The Committee has also worked on public education through newsletters, community engagement, and tree giveaways to promote tree preservation. Ms. Marcus emphasized the importance of preserving existing large trees to maintain the Village's character and prevent substantial tree loss.

Ms. Kendra Zellner, 604 Laurel, added that many residents who remove large shade trees often express regret. She explained that the removal typically leads to increased energy bills and other repercussions. While replacement is possible, she emphasized that the original large trees cannot be fully restored.

Ms. Debra Cross, 2560 Pepperwood Circle South, highlighted the impact of tree removal on pedestrians, noting that walking on sidewalks without tree coverage, especially during the summer or in direct sunlight, results in a significant loss of protection from the heat. She emphasized the noticeable difference in comfort and

temperature when trees are present. She expressed support for efforts to preserve existing trees and thanked the group for their work on this initiative.

Ms. Mary Phillips, 525 Epptide Drive, Phillips reiterated that large, mature trees positively impact property values, although she did not have specific figures available. She noted that the trees provided during giveaways, typically one inch in diameter, would take decades to reach the size and stature of existing specimen trees. She shared that several residents had approached her, emphasizing the importance of preserving these trees for their value, shade, and overall benefits. She concluded by expressing her support for tree preservation efforts.

Chair Cross closed public comment.

### Member comments

Mr. Hullihan addressed several points regarding the dead tree section and the lack of development proposal on Page 2, Item 2. He mentioned that the Board had previously discussed whether the diameter threshold for tree regulation should be reduced from 18 inches to 12 or 15 inches and emphasized the need for clear direction on this matter. He suggested inserting "at breast height (DBH)" after "diameter" to clarify the measurement standard and recommended reviewing the proposed threshold for palms, as four inches seemed too small. He proposed splitting the paragraph into two sections—one for canopy trees and another for palms—to improve clarity.

Mr. Hullihan also pointed out that the language in Item E on the same page could be confusing, as it implied all seven conditions must exist for a tree permit to be issued. He suggested rephrasing it to indicate that any applicable condition could warrant a permit. Additionally, he recommended removing Item 6 from the list, asserting that such cases should always be reviewed by the Board.

On Page 3, Item F, Mr. Hullihan sought clarification regarding the meaning of "no development proposed." Ms. Gardner-Young explained that it referred to situations where no building permit or development was involved, such as when a homeowner wishes to remove a tree for personal reasons. Mr. Hullihan suggested rewording the section to reference "existing occupied properties" for greater clarity.

Mr. Hullihan and Chair Cross discussed the \$200 per inch fee, with Mr. Hullihan suggesting it might be too low and proposing an increase to \$300 per inch. He emphasized the need to incentivize tree preservation rather than merely penalizing bad actors, who might willingly pay the fee to remove trees. Chair Cross agreed, noting that incentives are typically applied during the site plan approval process, where increased entitlements or other benefits could encourage tree preservation. They agreed on the importance of finding ways to make tree preservation more appealing, especially for development projects.

Mr. Haigh explained that if a tree cannot be relocated on-site, mitigation would be required. If full on-site mitigation is not feasible—such as when removing a 36-inch tree and the site cannot accommodate six six-inch replacement trees—the

remaining unmitigated inches would require a payment into the Tree Trust Fund to account for the difference.

Mr. Hullihan suggested that incentivizing tree preservation through increased entitlements for new homes could be an effective strategy. He noted that the \$200-per-inch fee might not deter those willing to pay to remove trees and emphasized the need to make preservation more appealing, such as by offering larger house entitlements for saving trees. He pointed out a typo on page five, clarifying that the correct reference should be "J" instead of "H." Lastly, he expressed concern about potentially biased arborist reports favoring developers, proposing the use of a trusted list of arborists to ensure accurate and impartial assessments.

Mr. Haigh asked if the code includes provisions allowing the hiring of a traffic engineer to review site plan applications and their accompanying traffic reports. Attorney Rubin responded that he was unsure but suggested there might be similar provisions for retaining experts to review applications. He proposed reserving the ability to include such provisions in the ordinance if needed and offered to investigate further.

Mr. Haigh praised the Committee's work and noted the challenge of gaining Public Works approval for planting trees in swales, citing his own denied permit. He recommended changing the in-lieu fee language to "per DBH inch" and expressed confidence that most tree removal decisions could be handled by the Community Development Director, reducing the Board's involvement. He supported increasing the fee to \$300 per inch to reflect higher replacement costs and suggested it could also cover long-term maintenance through the Tree Trust Fund.

Mr. Solodar asked for more clarification regarding DBH and a brief discussion ensued.

Dr. Michaels raised concerns about the practicality of measuring tree diameters for compliance. He suggested allowing circumference measurements, which can be converted to diameter using a simple tape measure or string, as most homeowners lack the arborist tools needed for precise diameter calculations. While he acknowledged the importance of consistency with industry norms, he emphasized making compliance accessible for the average homeowner.

He also questioned the ordinance's language in the "whereas" clause, stating it implied full approval by the Board, even though at least one member had opposed it. He expressed discomfort with regulating tree removal for individual homeowners, citing concerns about overreach and the potential burden on residents, like those wanting to remove an unsatisfactory mango tree.

Lastly, Dr. Michaels criticized past development on Prosperity Road, where oak trees were cleared despite existing codes meant to prevent such actions. He asked why the current code failed to stop this and questioned the need for a new ordinance if existing regulations were not enforced effectively. He expressed general support for tree preservation but remained troubled by how the ordinance might impact individual homeowners.

Ms. Marcus explained that the situation on Prosperity Road involved the property owner consulting with the Committee at the recommendation of Village staff. She and Council Member Bickel visited the site, identified trees they believed could be saved, and the owner hired an arborist. The arborist deemed the trees diseased, leading to their removal, though Ms. Marcus noted differing opinions among arborists. The owner ultimately removed several trees, paid a fine, and saved two trees. She agreed that fines might need to be increased and clarified that the ordinance does not prevent residents from removing problematic trees but requires justification and replanting. She emphasized that the goal is to ensure replacement for removed trees while maintaining flexibility for homeowners.

Dr. Michaels questioned the authority to regulate private property decisions, and Ms. Marcus responded by emphasizing the Committee's mission to support Village priorities, such as climate action and tree preservation. She highlighted the importance of shade canopies for future sustainability, noting that while property owners can remove trees, they are required to replace them with similar canopy types. She stressed that the goal is education, encouragement, and support, not penalization, citing examples like tree giveaways and the community center planting project, which has already shown promising results within a year.

Mr. Haigh motioned to approve the ordinance with edits discussed.

Discussion ensued about Public Works and swales.

Dr. Michaels suggested exploring swale plantings more thoroughly, including regulations and budget adjustments to cover necessary maintenance. He emphasized the importance of beautifying the Village, enhancing oxygen production, and ensuring the plan does not overly burden Public Works.

Mr. Solodar seconded the motion.

Ms. Gardner-Young provided an overview of the newly proposed edits, outlining key changes and clarifications.

Mr. Hullihan recommended amending the motion to add that the Village reserves the right to hire its own arborist. Mr. Haigh and Mr. Solodar both approved the amendment.

The **motion, as amended, passed** unanimously (5-0).

Mr. Hullihan asked if there was a need to implement the ordinance as zoning in progress to take effect quickly. Attorney Rubin clarified that it could not be considered zoning in progress until approved by the Council, as it currently remains a recommendation to the Board.

## 9. BOARD COMMENTS

Mr. Haigh noted concerns about lumens and lighting, referencing a recently well-lit smoke shop. He remarked that the brightness and luminosity of the site could pose challenges from the start.

Chair Cross permitted a member of the public to speak.

Mr. Brian Idle, 1012 Country Club Drive, Mr. Idle stopped by to express gratitude to the Board for their service to the Village, acknowledging their efforts in the spirit of the holidays. Additionally, he stated they believed they were on the agenda to address their request to paint their building and caulk leaking windows at 1295 U.S. Highway One. He explained they submitted a building application on November 12, paid the fee on November 13, and received one comment on November 21. He emphasized that it was a straightforward request and acknowledged they were late in addressing the matter.

Chair Cross expressed regret that the matter could not be addressed during the meeting and advised Mr. Idle to follow up with staff to determine the delay. He encouraged him to push for the issue to be expedited so it could be reviewed and approved at a future meeting. He apologized for the oversight and thanked him for attending.

**10. STAFF UPDATES:** None.

#### **11. ADJOURNMENT**

Ms. Gardner-Young advised the next meeting was scheduled for Tuesday, January 7, 2025. With no further business before the Board, Chair Cross adjourned the meeting at 7:40 p.m.

**Village of North Palm Beach  
Recreation Advisory Board Meeting  
AGENDA  
November 12, 2024 at 6:30 pm  
Conference Room, Village Hall**

- 1) **Call to Order:** Chair Heiman at 6:30pm
- 2) **Roll Call:** Stephen Heiman, Mia St John, Karen Paxton, Jennifer Gold Dumas, Jason Frogge, Rita Budnyk, Ashley Knieriemen, and Village staff members Stephen Poh and Ashley Shipman. No Council representative present.
- 3) **Approval of Minutes:** Motion to approve minutes from October meeting by Rita Budnyk; second by Karen Paxton. Approved unanimously.
- 4) **Public Comments:** Chris Ryder provided comment that the agenda was not posted two weeks prior and that his attendance at this meeting was to hear about the agenda item labeled 'Master Plan Update/Discussion'. Mr. Ryder was informed that this particular agenda item was specific to the Master Plan for Osborne and Community Center Parks and not any other Master Plan that the Village may or may not currently have underway, therefore he did not remain at the meeting post comment.
- 5) **Director's Report:**
  - Special Events
    - The Links 5K Ghost Run (Oct. 26th)**
      - a) close to 400 participants
      - b) The Country Club's new restaurant provider, Lessing's Hospitality Group, was on site and provided complimentary breakfast items
    - Halloween Party at Anchorage Park (Oct. 26th)**
      - c) Huge turnout with approximately 750-1,000 attendees
      - d) The golf cart trick-or-treat trail was a huge success; big Thank You to the 20 who participated
      - e) We will shoot for 40 golf carts next year!
      - f) Craft & Scavenger hunt, put together by the Library, was a great addition to this event
      - g) Costume Contest was quite the hit!
      - h) Movie: Classic favorite – Scooby Doo
    - 38th Annual Arts & Crafts Festival (Nov. 2nd)**
      - i) Well attended in spite of the rain in the morning
      - j) Approximately 1,000-1,200 attendees with a dozen vendors mentioning that they had record sales this year
    - Veterans Day Ceremony (Nov. 11th)**
      - k) We had participation from local school: Baldwin Prep School
      - l) Guest Speaker: Lieutenant General (retired) Richard Y. Newton, III

m) Friends of the Library provided complimentary treats

- **UPCOMING:**

1. Santa's Mailbox (Nov. 25th – Dec. 13th)
2. Annual Tree Lighting Ceremony (Dec. 4th) @7pm
3. Trolley Rides (Dec. 20th) from 6:30-8:30pm

- **Bus Trips**

1. Mt. Dora, FL – Nov. 8th-9th
  - a) 20 attendees
2. **UPCOMING:**
  - a) Amelia Island, FL – Nov. 22nd-24th
  - b) Florida Panthers Hockey Game – Dec. 7th
  - c) Vero Beach Antique Mall – Dec. 11th

- **Athletic Programs**

1. Mini's Baseball ended their session with a costume party trophy presentation (8 participants)
2. Keeping Traditions – Flag Football end of season cookout is scheduled for Thursday, Nov. 21st
3. Winter Camp registration began on Oct. 28th for residents/Nov. 4th for non-residents; there are approximately 10 spots left for each day
4. **UPCOMING:** Soccer and mini-soccer registration will run from Dec. 2nd through Jan. 2nd

## **6) New Business:**

- **Master Plan Update/Discussion**

1. Discussed potential survey questions specific to Osborne and Community Center Park; Board provided collective feedback regarding content of each question
2. Tentative timeline for output of survey questions is December; Survey available the entire month of December, then consultant to review results in January. Design takes approximately 4-6 weeks, so the earliest the consultant may be able to provide conceptual designs for both parks would be the end of February or beginning of March 2025.
3. Board expressed concern regarding the capability of the consultant, Mr. Whiteford, to provide a Master Plan

## **7) Old Business:**

- Dry Storage Renovations commenced on Monday, November 4<sup>th</sup>; will provide projected timeline and completion date at meeting
- Restroom Renovations commenced on Monday, November 4<sup>th</sup>. This project has a projected timeline of approximately two (2) months; completion date expected around January 17, 2025
- Boat Ramp Renovation – best case scenario: commences Jan. 2025, 'worst case': commences in Feb. 2025

## **8) Member Comments:** None.

## **9) Staff Comments:** Meetings will be held at 7pm moving forward; Council Chambers

## **10) Adjournment:** Motion to adjourn at 8pm by Stephen Heiman and seconded by Rita Budnyk

**VILLAGE OF NORTH PALM BEACH**  
**VILLAGE ATTORNEY'S OFFICE**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: January 9, 2025

SUBJECT: **ORDINANCE 1st Reading** – Amending Article II of Chapter 9 of the Village Code of Ordinances to dissolve the Golf Advisory Board and reestablish new Country Club Advisory Board

---

At its September 12, 2024 meeting, the Village Council approved Staff's recommendation to dissolve the Golf Advisory Board and reestablish a new Country Club Advisory Board. By way of background, in 2007, the Village Council dissolved the Country Club Advisory Board and established a new Golf Advisory Board because the pool and tennis facilities at the Country Club were incorporated into the Parks and Recreation Department. Following the reconstruction of the Country Club clubhouse in 2019, the pool and tennis facilities were placed back under the management of the Country Club General Manager, thereby creating a more integrated campus under a single umbrella. The creation of a new Country Club Advisory Board will ensure proper representation and oversight of all activities and facilities at the Country Club.

The attached Ordinance repeals Article II, "Golf Advisory Board," of Chapter 9, "Country Club," of the Village Code of Ordinances and adopts a new Article II, "Country Club Advisory Board." The Country Club Board will serve in an advisory capacity and provide recommendations to the Village Council regarding Country Club operations. The Board's mission shall be work with the General Manager "to ensure efficient operations of the Country Club while addressing the needs of all stakeholders." The Board shall have no final authority with respect to Country Club operations, staffing, or financial allocations.

The members of the Board shall to the extent practicable, consist of the following:

- Two (2) persons with golf memberships who are active golfers at the Club;
- One (1) person representing the Women's Golf Association (if no WGA member wishes to serve in this capacity, this member may be replaced with a female golfer at the Club);
- One (1) person with a tennis membership who is actively involved in tennis activities at the Club;
- One (1) person with a pool membership who is actively involved in swim activities at the Club;
- One (1) person with a social dining membership; and
- One (1) person representing the community at large.

The members shall serve terms of two years, with three of the initial appointees serving three-year terms to ensure future staggering.

The duties of the Country Club Advisory Board are defined as follows:

- (1) Provide input on Country Club policies, including membership, facility use, and community engagement;
- (2) Serve as a liaison between the community and the Country Club, collecting feedback and relaying concerns and programming suggestions;
- (3) Offer suggestions to align programs, services, and capital upgrades with the long-term goals of the Country Club;
- (4) Review proposed budgets and financial reports, offering recommendations to optimize resource allocation;
- (5) Advocate for Country Club events and assist in programming community events; and
- (6) Any other duties assigned by the Village Council.

The attached Ordinance has been prepared and reviewed for legal sufficiency.

There is no fiscal impact.

**Recommendation:**

**Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending Article II of Chapter 9, "Country Club," of the Village Code of Ordinance to dissolve the Golf Advisory Board and reestablish a new Country Club Advisory Board in accordance with Village policies and procedures.**



1           **Sec. 9-17.       Composition; terms.**

2  
3           (a)     Composition. The board shall be appointed by the village council  
4 and shall consist of seven (7) members who shall represent the diverse users of the  
5 country club facilities. To ensure balanced representation, the members of the  
6 board shall, to extent practicable, consist of the following:

7  
8           (1)     Two (2) persons with golf memberships who are active golfers at  
9                 the country club;

10  
11          (2)     One (1) person representing the Women’s Golf Association (WGA)  
12                 (if no WGA member wishes to serve in this capacity, this member  
13                 may be replaced with a female golfer at the country club);

14  
15          (3)     One (1) person with a tennis membership who is actively involved  
16                 in tennis activities at the country club;

17  
18          (4)     One (1) person with a pool membership who is actively involved in  
19                 swim activities at the club;

20  
21          (5)     One (1) person with a social dining membership; and

22  
23          (6)     One (1) person representing the community at large.

24  
25          (b)     Terms. The members of the board shall serve staggered terms of  
26 two years, with three of the initial appointees serving three-year terms for their first  
27 term only.

28  
29           **Sec. 9-18.       Mission; duties.**

30  
31          (a)     Mission. The board shall serve in an advisory capacity to the village  
32 council, and its mission shall be to work closely with the general manager to ensure  
33 efficient operations of the country club while addressing the needs of all  
34 stakeholders. The board shall have no final authority with respect to country club  
35 operations, staffing, or financial allocations.

36  
37          (b)     Duties. The board’s duties shall consist of the following:

38  
39  
40 Section 3.     The provisions of this Ordinance shall become and be made a part of the Code of  
41 the Village of North Palm Beach, Florida.

42  
43 Section 4.     If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for  
44 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,  
45 such holding shall not affect the remainder of this Ordinance.

1 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in  
2 conflict herewith are hereby repealed to the extent of such conflict.

3  
4 Section 6. This Ordinance shall take effect immediately upon adoption.

5  
6 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

7  
8 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF  
9 \_\_\_\_\_, 2025.

10  
11  
12 (Village Seal)

\_\_\_\_\_   
MAYOR

13  
14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 VILLAGE CLERK

19  
20 APPROVED AS TO FORM AND  
21 LEGAL SUFFICIENCY:

22  
23 \_\_\_\_\_  
24 VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH**  
**VILLAGE ATTORNEY'S OFFICE**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: January 9, 2025

SUBJECT: **ORDINANCE 2<sup>nd</sup> Reading** – Amending Chapter 6, “Buildings and Building Regulations,” of the Village Code to adopt a new Article IV, “Construction Site Standards.”

---

Village Staff is recommending the adoption of the attached Ordinance amending Chapter 6, “Buildings and Building Regulations,” of the Village Code of Ordinances to adopt a new Article VI, “Construction Site Standards.”

The Village Code does not currently regulate the obligations of property owners and contractors as they relate to active construction sites within the Village. The attached Ordinance would apply to all sites where construction activities are occurring, including lot clearing and grading, as well as the construction, demolition, reconstruction, and alteration of buildings and structures. The standards and regulations set forth in the Ordinance would be the joint responsibility of the owner of property owner and the contractor performing the construction activities. Therefore, both the owner and the contractor may be cited for any violations.

The proposed standards and regulations for active construction sites include the following:

- All adjacent rights-of-way shall remain free of waste, trash, and other materials, such as liquid or particulate matter, associated with the construction activity.
- All vehicles associated with the construction activity shall be parked on site, and the on-site construction areas must be covered with suitable, compacted materials to prevent dirt and mud from being tracked onto adjacent streets and properties. If the construction site cannot accommodate the parking of vehicles, the building official may approve the parking of vehicles on the right-of-way immediately adjacent to the construction site.
- All road closures associated with construction activity shall be reviewed and approved by the Public Works Department and the Police Department.
- All waste shall be stored on-site within an enclosed containment structure.
- All surrounding areas affected by dirt, dust, and debris shall be swept clean each day, and the contractor shall supply an erosion control plan and/or construction screening plan to the Building Official.
- Pools under construction shall be kept clean of any debris and sitting water must be properly treated.

- When the cutting and finishing of materials that create dust or airborne debris is occurring on site, all debris shall remain on site utilizing wet saws, vacuums, screening, or other effective means.
- Sufficient toilet facilities, screened from adjacent rights-of-way and adjoining properties, shall be provided for all workers during the entire construction period.
- All construction materials shall be properly secured and fastened upon the issuance of a hurricane or tropical storm warning, including removing or securing roof tiles.
- Any vehicle delivering or picking up materials from the construction site shall not obstruct the flow of traffic for more than ten (10) minutes without a flag person present to assist with traffic.
- All construction activity shall comply with the permissible construction times (8:00 a.m. to 8:00 p.m. on weekdays and Saturdays, with no construction activities on Sundays or legal holidays).
- All construction signs shall comply with the Village's sign regulations.

These standards shall be enforced through the code enforcement process or any other legally available means. Additionally, the Building Official may issue a stop work order with notice to the property owner and contractor. If the Village takes emergency action to secure a property or construction materials in violation of these standards and regulations, the Village may bill the property owner for all costs incurred.

### **Council Action and Modifications**

At its December 12, 2024 meeting, the Village Council approved the Ordinance on first reading with requested modifications, each of which has been incorporated into the Ordinance. The revisions are highlighted and include the following:

- Section 6-163(b) has been revised to prohibit the parking of construction vehicles in any portion of the right-of-way, including the swale, overnight between the hours of 8:00 p.m. and 7:30 a.m.
- Section 6-163(c) has been revised to require notification of road closures to the Fire Rescue Department.
- The screening requirement applicable to toilet facilities set forth in Section 6-163(h) shall be accomplished "to the fullest extent practicable."
- A new Section 6-163(i) has been added to require a temporary construction fence for all construction sites, except for renovations to existing residential dwellings in the R-1 and R-2 zoning districts where the total cost of the improvements is less than 50% of the market value of the structure subject to the following additional requirements:
  - Temporary construction fences shall be six feet in height and constructed of chain link with black or green screening material without any signage, artwork, or pictures.
  - Gates shall be secured and locked when workers are not located on site.
  - The fence shall not be erected until the Village has issued a demolition permit or building permit for the construction activity and shall not require a separate building permit.

- All construction activities and other items related to construction shall be located inside the fenced area.
- The fence may not encroach beyond the property line.

The attached Ordinance has been prepared by this office and reviewed for legal sufficiency.

There is no fiscal impact.

**Recommendation:**

**Village Staff requests Council consideration and adoption on second and final reading of the attached Ordinance amending Chapter 6 of the Village Code of Ordinances to adopt a new article providing regulations and standards for active construction sites in accordance with Village policies and procedures.**



1           (b) All vehicles associated with construction activity, including vehicles  
2 utilized by construction personnel, shall be parked completely on the construction site.  
3 On-site parking areas must be completely off the pavement and covered with suitable,  
4 compacted material to prevent dirt and mud from being tracked or washed onto  
5 adjacent streets and properties. If the construction site cannot accommodate the  
6 parking of vehicles, the contractor may request permission from the building official  
7 to locate such vehicles on the portions of the right-of-way immediately adjacent to the  
8 construction site. In no event shall construction vehicles be parked in any portion of  
9 the right-of-way, including the swale area, overnight between the hours of 8:00 p.m.  
10 and 7:30 a.m.

11  
12           (c) Any road closure requests associated with construction activity on  
13 private property shall be reviewed and approved by the public works department, the  
14 police department, and the fire rescue department. All requests shall be made seventy-  
15 two (72) hours prior to the road closure, and all fees associated with the road closure  
16 shall be paid prior to the road closure. Written notification of any road closure shall  
17 be provided to affected residents.

18  
19           (d) All waste, trash, or other materials, such as liquid or particulate matter  
20 associated with the construction activity, shall be contained on the construction site.  
21 Construction waste and trash shall be secured within an enclosed containment  
22 structure. In the case of stockpiled particulate materials, such materials shall be  
23 stabilized in a manner satisfactory to the building official.

24  
25           (e) All surrounding areas affected by dust, dirt and debris from the  
26 construction site shall be swept clean each day. The building official shall require an  
27 erosion control plan and/or a construction screening plan. Adjacent or nearby catch  
28 basins shall be equipped with filtration media beneath the grate or other mechanisms  
29 to prevent the deposit of eroded sand, dirt, and other materials inside the basin.

30  
31           (f) Any pool under construction shall be kept clean of any debris until such  
32 time as the pool is properly filtered. All sitting water in pools under construction must  
33 be properly treated to eliminate algae and insects. Where it is necessary to empty the  
34 water from an existing pool, the water may not be discharged directly into the street  
35 but shall be discharged on the property at a slow rate to allow percolation of the water  
36 to the greatest extent possible.

37  
38           (g) When the cutting and finishing of concrete, tile, brick, stone material,  
39 fiber cement, gunite, or other materials that create dust or airborne debris is occurring  
40 on the construction site, all airborne dust or debris shall remain on site through the use  
41 of wet saws, vacuums, screening, and/or any other effective means.

42  
43           (h) Sufficient toilet facilities shall be provided for all workers during the  
44 entire construction period as deemed adequate by the building official. If a temporary  
45 structure/building is used for that purpose, its construction, location, and operation  
46 shall be approved by the building official. Such temporary structure/building shall not  
47 be placed in the public right-of-way and shall, to the fullest extent practicable, be  
48 effectively screened from all adjacent rights-of-way and adjoining properties by walls,  
49 hedges, buildings, fences, or any other method approved by the building official.  
50

1           (i) A temporary construction fence shall be required for all construction  
2 sites, except for renovations to existing residential dwellings in the R-1 and R-2 zoning  
3 districts where the total cost of the improvements is less than fifty percent (50%) of  
4 the market value of the structure, subject to the following requirements:

5  
6           (1) Temporary construction fences shall be six (6) feet in height and shall  
7 be constructed of chain link with screening material, as approved by  
8 the building official. Screening material shall be of one single color,  
9 green or black, without any signage, artwork, or pictures, and shall be  
10 maintained in good condition without visible rips or tears. Wind  
11 screening materials shall be removed upon the issuance of a hurricane  
12 or tropical storm warning impacting the village and shall be reinstalled  
13 no later than ten (10) days after the storm threat has ended.

14  
15           (2) Gates shall be secured and locked when workers are not located on the  
16 construction site.

17  
18           (3) Temporary construction fences shall not be erected until the village has  
19 issued a demolition permit or building permit for the construction  
20 activity and shall not require a separate building permit for the fence.

21  
22           (4) All construction activities, as well as all dumpsters, portable toilets,  
23 storage facilities, materials, and all other items relating to construction  
24 shall be located inside the temporary construction fence area.

25  
26           (5) No temporary construction fence may encroach beyond the property  
27 line.

28  
29           (j) All construction materials on site shall be properly secured and fastened  
30 upon the issuance of a hurricane or tropical storm warning impacting the village and/or  
31 notification that the village has declared a state of emergency. Any roof tiles placed  
32 on the roof but not yet fastened before the issuance of a hurricane or tropical storm  
33 warning shall be removed from the roof or properly secured and fastened.

34  
35           (k) Any vehicles delivering or picking up materials from the construction  
36 site shall not obstruct the normal flow of traffic for more than ten (10) minutes. In the  
37 event traffic will be obstructed for more than ten (10) minutes, a flag person shall be  
38 on site to assist in the safe passage of motor vehicles for the duration of the obstruction.

39  
40           (l) All construction activities comply with the permissible times set forth  
41 in section 19-105 of this code.

42  
43           (m) All construction signs shall comply with the village's sign regulations.

44  
45 **Sec. 6-164. Violations and enforcement.**

46  
47           (a) The provisions of this article may be enforced through the initiation of  
48 code enforcement proceedings pursuant to article iv, chapter 2 of this code or through  
49 any legally available means for enforcement of the village's codes.

1           (b) In addition to code enforcement proceedings, the building official may  
2 issue a stop work order for violation of this article. Prior to the issuance of a stop work  
3 order, the building official shall, where practicable, attempt to provide a verbal or  
4 written notice to the property owner and any contractor engaged in construction  
5 activities. That notice shall specifically establish a time period for correction of the  
6 violation.

7  
8           (c) In the event the village takes emergency action to secure a property or  
9 construction materials in violation of this section, the property owner shall be  
10 responsible for all costs associated therewith and shall be billed for all charges and  
11 expenses incurred by the village.

12  
13 Section 3.     The provisions of this Ordinance shall become and be made a part of the Code of the  
14 Village of North Palm Beach, Florida.

15  
16 Section 4.     If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for  
17 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such  
18 holding shall not affect the remainder of this Ordinance.

19  
20 Section 5.     All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict  
21 herewith are hereby repealed to the extent of such conflict.

22  
23 Section 6.     This Ordinance shall take effect immediately upon adoption.

24  
25 PLACED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

26  
27 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
28 2025.

29  
30  
31  
32 (Village Seal)

\_\_\_\_\_  
MAYOR

33  
34  
35  
36 ATTEST:

37  
38 \_\_\_\_\_  
39 VILLAGE CLERK

40  
41 APPROVED AS TO FORM AND  
42 LEGAL SUFFICIENCY:

43  
44 \_\_\_\_\_  
45 VILLAGE ATTORNEY

# Business Impact Estimate

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE VI, "CONSTRUCTION SITE STANDARDS;" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Village is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the Village is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the [City/Town/Village] hereby publishes the following information:

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

**1. Summary of the proposed ordinance:** The proposed Ordinance is intended to address the impacts of construction activities on adjacent properties and rights-of-way and ensure the safety, security, and cleanliness of active construction sites in the Village.

**2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Village:**

(a) The Ordinance will impact contractors/developers engaged in construction activities within the Village. The cost of temporary fencing required by the Ordinance is estimated to be anywhere from \$10 to \$25 per linear foot. Swing gates are estimated to cost anywhere up to \$500. Temporary toilet facilities cost approximately \$200 per week, with screening material estimated to cost approximately \$150 per facility.

(b) There are no new charges or fees imposed by the Ordinance – no permit is required for the temporary fencing; and

(c) There are no new regulatory costs. The provisions of the Ordinance will be enforced in the same manner as other code enforcement activities.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:** The proposed Ordinance will only impact businesses engaged in construction activities within the Village and will not impact renovations to existing residential structures where the cost of the improvements is less than 50% of the market value of the structure. The number of active construction sites within the Village varies.

**VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: January 9, 2025

SUBJECT: **RESOLUTION** – Approving a minor amendment to the Prosperity Village Planned Unit Development to amend the approved Design & Diversity Criteria document to change the roof pitch on modern styled homes within the project from a 5:12 roof pitch to 4:12 roof pitch.

---

**Background**

The subject parcels are a total of 2.33 acres in size and located on the west side of Prosperity Farms Road approximately 95 feet south of Allamanda Drive. The subject parcels possess the Land Use Designation of Low Residential and a Zoning Designation of R1 Single Family Dwelling with a Planned Unit Development designation.

The property was originally comprised of four unplatted parcels. The applicant submitted a request to subdivide the four parcels into twelve (12) lots ranging in size from 4,739 SF to 7,286 SF. The Village Council approved the Planned Unit Development known as Prosperity Village on November 18, 2021 through the adoption of Ordinance 2021-12

The applicant proposes a minor Planned Unit Development Amendment to modify the Village Council approved Design & Diversity Criteria document to change the roof pitch on modern styled homes within the Prosperity Village PUD from a 5:12 roof pitch to 4:12 roof pitch.

According to the applicant, allowing a 4:12 roof pitch in modern architectural designs will provide a distinctive aesthetic and functional advantage, setting these homes apart from designs that adhere to a steeper minimum pitch of 5:12. A 4:12 pitch creates a sleeker, more horizontal look, which is often associated with modernist and minimalist styles. This lower pitch contributes to a streamlined silhouette that complements open, expansive layouts and large windows, enhancing the modern character. Additionally, a 4:12 roof pitch often leads to slightly lower roof heights, which can make the structure feel more integrated into the surrounding landscape. This differentiation adds visual diversity to neighborhood offerings, catering to those who prefer a modern, understated aesthetic. The applicant believes this will help support the neighborhood's directive in creating diversity within the community

The Design & Diversity Criteria document states that Prosperity Village will offer customizable homes with a minimum of three (3) different style options. A color and materials board was created which allows a few hundred total possible color combinations between wall color, trim, door, and roof. This criterion served as a foundation to assist buyers with their design customization with a focus resulting in the highest level of quality and aesthetics and provides varying elevation styles and floorplans to promote variation between homes and avoid monotonous development.

Specifically, the Design & Diversity Criteria document states:

A variety of plantation slate and plantation smooth roof options and colors have been determined within the color and materials board. The roof pitch shall be determined by the style of home.

1. Florida Contemporary: 5/12 roof pitch
2. Coastal Modern: 6/12 roof pitch
3. Modern: 5/12 roof pitch

Since the Design & Diversity Criteria document was approved by the Village Council through the Planned Unit Development approval process and included in the Development Order, the only way to amend the Design & Diversity Criteria document is to obtain Village Council approval.

There are no requirements within the Code of Ordinance addressing roof pitch. The Village Council must determine whether the roof pitch change meets the Village's Appearance Plan requirements.

### **Legal Review**

The attached Resolution has been prepared and reviewed by the Village Attorney to ensure its legal sufficiency.

### **Fiscal Impacts**

N/A

### **Recommendation:**

Village Staff recommends Village Council consideration and approval of the attached Resolution approving a minor amendment to the Prosperity Village Planned Unit Development to revise the Design & Diversity Criteria document to change the roof pitch on modern styled homes within the PUD from a 5:12 roof pitch to 4:12 roof pitch.

## RESOLUTION 2025-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR AMENDMENT TO THE PROSPERITY VILLAGE RESIDENTIAL PLANNED UNIT DEVELOPMENT TO AMEND THE APPROVED DESIGN AND DIVERSITY CRITERIA TO MODIFY THE ROOF PITCH FOR MODERN STYLE HOMES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the enactment of Ordinance No. 2021-12 on November 18, 2021 (“PUD Ordinance”), the Village Council approved the Prosperity Village Residential Planned Unit Development (“PUD”); and

WHEREAS, Section 8 of the PUD Ordinance provides that the Village Council may approve minor modifications to the PUD by resolution without the necessity of review by the Planning, Zoning and Adjustment Board, advertisement, or public hearing; and

WHEREAS, the property owner, Prosperity Village Development, LLC, is requesting a modification to the approved Design and Diversity Criteria for the PUD to revise the roof pitch for modern style homes from 5/12 to 4/12; and

WHEREAS, the Village Council determines that the request meets the definition of a minor amendment to the PUD and that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. As authorized by Section 8 of Ordinance No. 2021-12, the Village Council hereby approves a minor modification to the Prosperity Village Residential Planned Unit Development to revise the approved Design and Diversity Criteria to amend the roof pitch for modern style homes from 5/12 to 4/12, as set forth in the revised document dated November 22, 2024 consisting of nine (9) pages.

Section 3. To the extent not expressly modified herein, all other elements of the approved PUD, as previously amended, shall remain in full force and effect.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



**Subject/Agenda Item:**

**PUDA-2024-016 Prosperity Village**

**Consideration of Approval:** The applicant, Coteleur & Hearing, agent for Prosperity Village Development LLC, proposes a minor Planned Unit Development Amendment to modify the Village Council approved Design & Diversity Criteria document to change the roof pitch on modern styled homes within the Prosperity Village residential project from a 5:12 roof pitch to 4:12 roof pitch.

Quasi-Judicial

Legislative

Public Hearing

<b>Originating Department:</b>  <b>Planning &amp; Zoning</b>  Project Manager  _____ Caryn Gardner-Young, AICP	<b>Reviewed By:</b>  Community Development Director  _____ Caryn Gardner-Young, AICP
<b>Attachments:</b> <ul style="list-style-type: none"><li>• Universal Planning Petition stamp-dated Dec. 8, 2024</li><li>• Justification Statement stamp-dated Dec. 8, 2024</li><li>• Agent Authorization Form stamp-dated Dec. 8, 2024</li><li>• Design &amp; Diversity Criteria Prosperity Village stamp-dated Dec. 8, 2024</li><li>• Comparison of 4:12 roof pitch to 5:12 roof pitch for Model Home on Lot 2 stamp-dated Dec. 8, 2024</li></ul>	<b>Public Notice:</b> <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Dates: Paper: Mailing <input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Notice Distance: _ 500'

**I. Executive Summary**

The applicant proposes a minor Planned Unit Development Amendment to modify the approved Design & Diversity Criteria document to change the roof pitch on modern styled homes within the Prosperity Village residential project from a 5:12 roof pitch to 4:12 roof pitch.

## **II. Site Data**

<b>Existing Use:</b>	Single Family Residences/Vacant Lots
<b>Parcel Control Numbers:</b>	68-43-42-080-000-07140 68-43-42-080-0000-7160 68-43-42-080-0000-7210 68-43-42-080-0000-5030
<b>Legal Description:</b>	See Exhibit C
<b>Parcel Size:</b>	2.33 acres
<b>Existing Future Land Use Designation:</b>	Residential Low
<b>Existing Zoning District:</b>	R-1 Single Family Dwelling

<b>Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:</b>			
<b>Direction</b>	<b>Existing Land Use</b>	<b>Future Land Use</b>	<b>Zoning District</b>
<i>North</i>	Vacant (owned by City of Palm Beach Gardens)	Low Density Residential	R1 Single Family Dwelling
<i>South</i>	Pepperwood - Single Family Residential	Low Density Residential	R1 Single Family Dwelling
<i>East</i>	Harbour Isles - Single Family Residential	Low Density Residential	R1 Single Family Dwelling
<i>West</i>	Vacant (City of Palm Beach Gardens)	Conservation	P/I Preserve

## **III. Background**

The subject parcels are 2.33 acres in size and located on the west side of Prosperity Farms Road approximately 95 feet south of Allamanda Drive. The subject parcels possess the Land Use Designation of Low Residential and a Zoning Designation of R-1 Single Family Dwelling with a Planned Unit Development designation.

The property was originally comprised of four unplatted parcels. The applicant submitted a request to subdivide the four parcels into twelve (12) lots ranging in size from 4,739 SF to 7,286 SF. The Village Council approved the Planned Unit Development known as Prosperity Village on November 18, 2021 through the adoption of Ordinance No. 2021-12

## **IV. Applicable Code Provisions:**

### **Section 45.35-1 Planned Unit Development Section IV Criteria for Appearance D. Building Design**

## **V. Summary of Proposed Site Plan and Appearance Details:**

The petitioner's Planned Unit Development Amendment documents consist of the following:

1. Universal Planning Petition stamp-dated Dec. 8, 2024
2. Justification Statement stamp-dated Dec. 8, 2024
3. Agent Authorization Form stamp-dated Dec. 8, 2024
4. Design & Diversity Criteria Prosperity Village stamp-dated Dec. 8, 2024
5. Comparison of 4:12 roof pitch to 5:12 roof pitch for Model Home on Lot 2 stamp-dated Dec. 8, 2024

## **VI. Staff Analysis:**

The applicant proposes a minor Planned Unit Development Amendment to modify the Village Council approved Design & Diversity Criteria document to change the roof pitch on modern styled homes within the Prosperity Village residential project from a 5:12 roof pitch to 4:12 roof pitch.

According to the applicant, allowing a 4:12 roof pitch in modern architectural designs will provide a distinctive aesthetic and functional advantage, setting these homes apart from designs that adhere to a steeper minimum pitch of 5:12. A 4:12 pitch creates a sleeker, more horizontal look, which is often associated with modernist and minimalist styles. This lower pitch contributes to a streamlined silhouette that complements open, expansive layouts and large windows, enhancing the modern character. Additionally, a 4:12 roof pitch often leads to slightly lower roof heights, which can make the structure feel more integrated into the surrounding landscape. This differentiation adds visual diversity to neighborhood offerings, catering to those who prefer a modern, understated aesthetic. The applicant believes this will help support the neighborhood's directive in creating diversity within the community,

The Design & Diversity Criteria document states that Prosperity Village will offer customizable homes with a minimum of three (3) different style options. A color and materials board was created which allows a few hundred total possible color combinations between wall color, trim, door, and roof. This criterion served as a foundation to assist buyers with their design customization with a focus resulting in the highest level of quality and aesthetics and provides varying elevation styles and floorplans to promote variation between homes and avoid monotonous development.

Specifically the Design & Diversity Criteria document states:

A variety of plantation slate and plantation smooth roof options and colors have been determined within the color and materials board. The roof pitch shall be determined by the style of home.

1. Florida Contemporary: 5/12 roof pitch
2. Coastal Modern: 6/12 roof pitch
3. Modern: 5/12 roof pitch

Since the Design & Diversity Criteria document was approved by the Village Council through the Planned Unit Development approval process and included in the Development Order, the only way to amend the Design & Diversity Criteria document is to obtain Village Council approval through a Minor Amendment to the PUD.

There are no requirements within the Code of Ordinance addressing roof pitch. The Village Council determines whether the roof pitch change meets the Village's Appearance Plan requirements.

#### CODE OF ORDINANCES APPENDIX A, SECTION IV CRITERIA FOR APPEARANCE

These criteria are intended to establish a checklist of items that affect the physical aspect of the Village environment. Pertinent to appearance are the design of the site, buildings and structures, planting, signs, street hardware, and miscellaneous other objects that are observed by the public.

These criteria are not intended to restrict imagination, innovation, or variety but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the Village.

#### **D BUILDING DESIGN**

1. Specific architectural styles are not mandated or banned, but the village encourages new buildings to reflect or evolve the distinct local character exemplified by the North Palm Beach Country Club Clubhouse, Village Hall and the Public Safety Building. This character is derived from local and regional examples including Anglo-Caribbean architecture, Florida vernacular, and masonry modern.
2. Evaluation of appearance of a project shall be based on quality of its design and relationship to surroundings.
3. Buildings shall have good scale and be in harmonious conformance with permanent neighboring development.
4. Materials shall have good architectural character and shall be selected for harmony of the building with adjoining buildings.
  - a. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those which are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways and adjoining properties.
  - b. Inappropriate materials and methods, and those which will produce inconsistency with the structure of the building, shall be avoided.
  - c. Materials shall be of durable quality.
  - d. In any design in which the structural frame is exposed to view, the structural materials shall meet the other criteria for materials.
5. Building components—such as windows, doors, eaves, and parapets—shall have good proportions and relationship to one another.

6. The village discourages walls without windows or with too few windows; all-glass walls; and facades without visual interest or with entrances that are concealed or absent.
7. Colors shall be harmonious, with bright or brilliant colors used only for accent.
8. Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious with the building, or they shall be located so as not to be visible from any public ways, including waterways, service alleys, and adjoining properties.
9. Exterior lighting shall be part of the architectural concept. Fixtures, standards and all exposed accessories shall be harmonious with building design.
10. Refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from public ways, including waterways, service alleys, and adjoining properties, using materials as stated in criteria for equipment screening.
11. Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.
12. Inappropriate, incompatible, bizarre, and exotic designs shall be avoided.
13. The provisions of the North Palm Beach Village Code in regard to bulk regulations and standards, and those portions of the Village Code which directly affect appearance, shall be part of the criteria of this subsection.

**G MAINTENANCE—PLANNING AND DESIGN FACTORS**

1. Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of finishes and other protective measures, must be conducive to easy maintenance and upkeep.
2. Materials and finishes shall be selected for their durability and wear as well as for their beauty.  
  
Proper measures and devices shall be incorporated for protection against the elements, neglect, damage and abuse.
3. Provision for washing and cleaning of buildings and structures, and control of dirt and refuse, shall be included in the design. Such configurations that tend to catch and accumulate debris, leaves, trash, dirt, and rubbish shall be avoided.

**H FACTORS FOR EVALUATION**

The following factors and characteristics relating to a development, and which affect appearance, will govern the Appearance Board's evaluation of a design submission after the Board has been advised by the Office of the Building Official that the plan conforms to Village ordinances:

LOGIC OF DESIGN

EXTERIOR SPACE UTILIZATION

ARCHITECTURAL CHARACTER  
ATTRACTIVENESS  
MATERIAL SELECTION  
HARMONY AND COMPATIBILITY  
CIRCULATION—VEHICULAR AND PEDESTRIAN  
MAINTENANCE ASPECTS

**VII. Staff Recommendation:**

The Village Council must determine if the Applicant has met the prerequisites for granting a Minor Planned Unit Amendment approval as outlined in the staff report. If the Village Council approves the Minor Planned Unit Development petition, staff suggests the following conditions:

1. The most stringent requirements of Exhibit “A” Community Development Department Report and Recommendation dated December 16, 2024, and strict compliance with the Exhibits listed below, which are attached hereto and made a part hereof as Exhibit “B.”
  - a. Universal Planning Petition stamp-dated Dec. 8, 2024
  - b. Justification Statement stamp-dated Dec. 8, 2024
  - c. Agent Authorization Form stamp-dated Dec. 8, 2024
  - d. Design & Diversity Criteria Prosperity Village stamp-dated Dec. 8, 2024
  - e. Comparison of 4:12 roof pitch to 5:12 roof pitch for Model Home on Lot 2 stamp-dated Dec. 8, 2024
2. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Occupancy. (Planning and Building)
3. The conditions of approval shall be binding on the Applicant and its successors in interest and assigns, and a violation of such conditions shall constitute a violation of the Village Code of Ordinances. They may be enforced by the Village as outlined in Article VI, Chapter 2 of the Village Code or as otherwise authorized by law. (Planning and Zoning)
4. The Applicant shall be bound by all oral and written representations made on the record and as part of the application process, irrespective of whether such representations are included as formal conditions.

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**VILLAGE COUNCIL ACTION (first reading) – January 9, 2025**

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Exhibit B  
Location Map

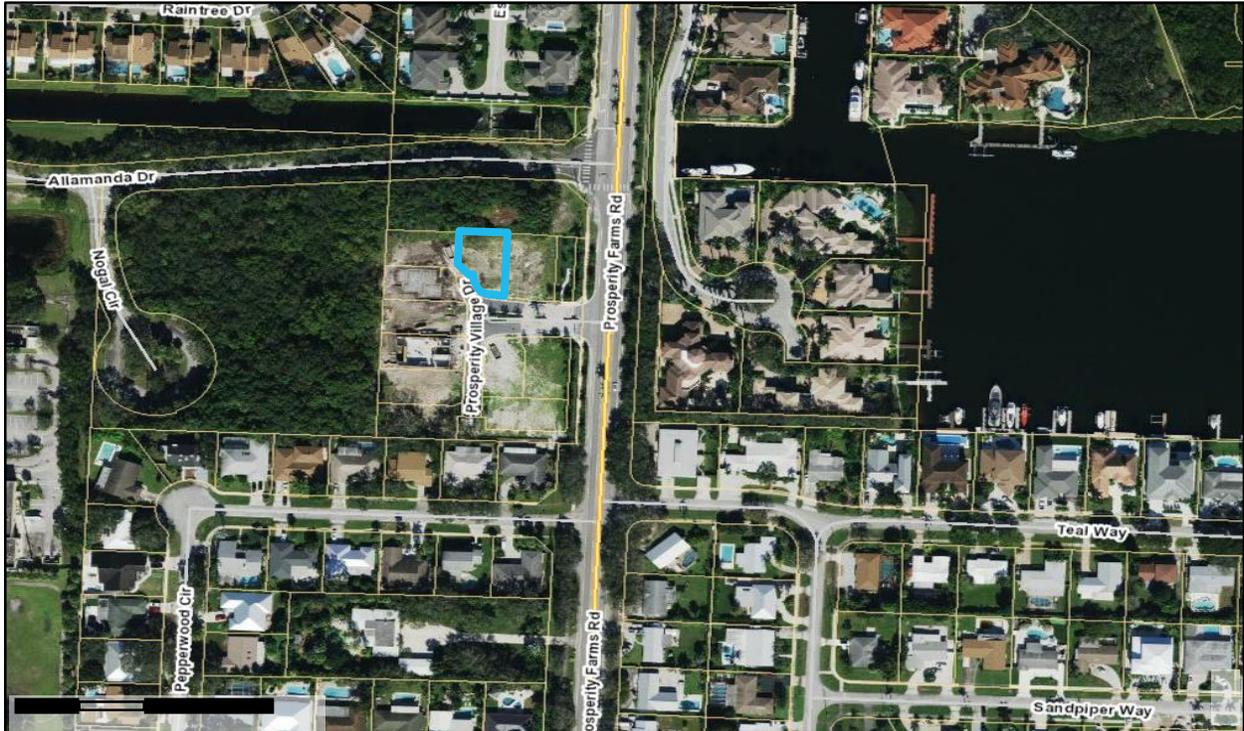


Exhibit C  
Legal Description

DEC 8 REC'D

RECEIVED



Village of North Palm Beach  
Universal Planning and Zoning Application

**Instructions to Applicant**

This application shall be submitted with the required items identified in the Application Matrix. Separate Applications must be submitted when multiple applications are associated with the same request.

Contact the Community Development Department at 561-882-1156 for a pre-application submittal meeting.

**Please check each relevant application box below:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Annexation                     | <input type="checkbox"/> PUD Amendment Major | <input type="checkbox"/> Variance (Sign)       |
| <input type="checkbox"/> Comprehensive Plan             | <input type="checkbox"/> Plat Preliminary    | <input type="checkbox"/> Variance              |
| <input type="checkbox"/> Master Sign Plan Program       | <input type="checkbox"/> Plat Final          | <input type="checkbox"/> Waiver                |
| <input type="checkbox"/> Planned Unit Development       | <input type="checkbox"/> Similar Use         | <input type="checkbox"/> Zoning Map Amendment  |
| <input checked="" type="checkbox"/> PUD Amendment Minor | <input type="checkbox"/> Special Exception   | <input type="checkbox"/> Zoning Text Amendment |

**Other:**

- |  |   |
|--|---|
| <input type="checkbox"/> Appeal of Administrative Decision | <input type="checkbox"/> Postponement & Decision Withdrawal |
| <input type="checkbox"/> Extension of Time                 | <input type="checkbox"/> Pre-application meeting            |

Project Name PROSPERITY VILLAGE Agent's Name ZACH CICIENKA (COTLEUR # HEARING)

Address 1934 COMMERCE LN, STE 1 City JUPITER State FL Zip code 33458

Phone 561-406-1033 Email ZCICIENKA@COTLEUR-HEARING.COM

Owner's Name PROSPERITY VILLAGE DEVELOPMENT LLC

Address 2655 N. OCEAN DR. #200 City SINGER ISLAND State FL Zip code 33404

Phone \_\_\_\_\_ Email JOEY@AARONGROUPREALTY.COM

**Correspondence Address: (If different than agent or owner)**

Address AGENT City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**This is the address to which all agendas, letters and other materials will be forwarded.**

Project Location & Address CAN BE FOUND AT 1117 PROSPERITY VILLAGE DR. PLEASE FORWARD ALL AGENDAS & MATERIALS TO AGENT

Parcel Identification Number(s) FORWARDED TO AGENT

Property Size (Square feet/Acres) \_\_\_\_\_

Existing Use of Property RESIDENTIAL

Proposed Use of Property RESIDENTIAL

Existing Future Land Use Designation LDR

Proposed Future Land Use Designation \_\_\_\_\_

Existing Zoning of Property R1

Proposed Zoning of Property \_\_\_\_\_

Village of North Palm Beach  
Planning & Zoning

DEC 8 2024

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November 22, 2024  
Village of North Palm Beach  
Community Development Department  
701 US Highway 1 Suite 100  
North Palm Beach, FL 33408

**RE: Prosperity Village – Minor PUD Amendment  
Justification Statement**

On behalf of the applicant, Prosperity Village Development LLC, we are requesting approval of a minor PUD amendment to revise the approved Prosperity Village Design Guidelines allowing a 4:12 roof pitch for modern style homes compared to the current roof pitch of 5:12. Allowing a 4:12 roof pitch in modern architectural designs will provide a distinctive aesthetic and functional advantage, setting these homes apart from designs that adhere to a steeper minimum pitch of 5:12. A 4:12 pitch creates a sleeker, more horizontal look, which is often associated with modernist and minimalist styles. This lower pitch contributes to a streamlined silhouette that complements open, expansive layouts and large windows, enhancing the modern character. Additionally, a 4:12 roof pitch often leads to slightly lower roof heights, which can make the structure feel more integrated into the surrounding landscape. This differentiation adds visual diversity to neighborhood offerings, catering to those who prefer a modern, understated aesthetic. We believe this will help support the neighborhoods directive in creating diversity within the community.

As referenced in the elevation comparison included within this application package, the requested 4:12 pitch provides a sleek more horizontal aesthetic as compared to the coastal modern, and florida contemporary styles available to new homeowners in the community. Creating this diversity amongst the community will enhance the overall aesthetic of the neighborhood's street frontage while maintaining a consistent theme regulated by the community's design guidelines.

Should you have any questions or require further information regarding this application, please do not hesitate to contact us at the information provided below.

Thank you for considering our request. We look forward to your favorable decision.

Sincerely,

Zach Ciciera, Land Planner  
Cotleur & Hearing  
1934 Commerce Lane, Suite 1  
Jupiter, FL 33458  
561.406.1033  
zciciera@cotleur-hearing.com

Village of North Palm Beach  
Planning & Zoning

DEC 8 2020

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Agent Authorization Form

I hereby give AUTHORIZATION to COTLER & HENNING  
to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions, which may arise as part of the approval of this application for the proposed use of MINOR ZUD AMENDMENT

Applicant Information (FROSTENITY VILLAGE DEVELOPMENT LLC)

Signature [Signature] Print Name JOEY EICHNER

Address 2655 N Ocean Dr # 200 City Sugar Island State FL Zip 33404

Agent Information:

Signature [Signature] Print Name ZACHARY CICIERA

Address 1934 Commerce Ln, Ste 1 City JUPITER State FL Zip 33458

Notary Public Information:

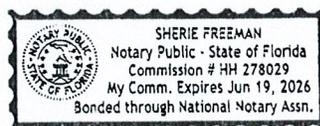
The foregoing instrument was acknowledged before me this 18 day of NOVEMBER  
20 20 by JOEY EICHNER Name of person acknowledging (He) or she is  
personally known to me, or who has produced \_\_\_\_\_ as identification (type  
of identification and did or did not take an oath (circle correct response).

Signature of Notary Public [Signature] Print Name SHERIE FREEMAN

Notary Public State of FLORIDA County of PALM BEACH

Commission Number HH 278029 Commission Expires 06/19/2026

Notary Seal or Stamp



# Design & Diversity Criteria

Village of North Palm Beach  
Planning & Zoning

PROSPERITY VILLAGE

DEC 8 2024

11.22.2024

RECEIVED

## INTRODUCTION

Prosperity Village will offer customizable homes with minimum three (3) different style options. A color and materials board has been created which allows a few hundred total possible color combinations between wall color, trim, door, and roof. This criterion serves as a foundation to assist buyers with their design customization with a focus resulting in the highest level of quality and aesthetics.

## DIVERSITY CRITERIA

Varying elevation styles and floorplans shall be utilized in order to promote variation between homes and avoid monotonous development.

1. No more than two dwelling units having the same elevation theme (Coastal Modern, Florida Contemporary, Modern) shall be built adjacent to one another.
2. All roofing will be flat concrete tile or metal with color options throughout. Please see specifications below.
3. Example below are of styles and color and variants of heights.
4. Windows shall be all impact glass. No hurricane shutters allowed.
5. Garage doors will be textured and painted neutral or stained with accent.



*Massing Transection Diagram*

## DESIGN MODIFICATIONS

Buyers wishing to build and customize their homes shall submit the following information to the HOA for approval:

1. Approval from the Design Review Board (DRB)
2. Black and white floor plan
3. Black and white elevations
4. Colored elevations identifying colors from the approved color board
5. Typical landscape plan (conforming to the minimum criteria)

6. Cover letter demonstrating the proposed customization meets the minimum requirements and intent of the Design Guidelines.

## General Criteria

### **HEIGHT**

No home may exceed two (2) stories or 30 feet in height measured to the median height of a sloped roof or top of a parapet. Roof appurtenances (e.g. chimney, architectural element, etc.) are an exception to the height limitation.

### **IMPERVIOUS AREA**

No lot shall have more than 70% of impervious area.

### **USE**

All lots are restricted to single-family detached residential use, designed for and occupied by one (1) family. All homes must be a minimum of 2,800 SF under air. No more than one (1) home may be built on a lot. Buildings accessory to the use of a home may be erected provided they are not used as a dwelling unit and comply with all setbacks and these Design Standards.

### **SETBACKS**

No structure shall be erected or constructed on any lot within the following minimum building setback areas set forth in the approved on the site plan on file with the Village of North Palm Beach.

### **FENCES AND GATES**

All fences and gates, unless otherwise provided below, must be black decorative aluminum, galvanized steel picket, or wrought iron and shall be designed as an extension of the architecture. Examples of acceptable fences are below. No other fence material is permitted. Fences and gates shall not unreasonably block preserve views of adjacent Lots. No fence shall be constructed within the front building setback as set forth within the Development Standards. Side yard fences are permitted to be within the side yard setback. No fence shall be constructed on a lot with a height of more than six (6') feet above finished lot grade. Decorative features, including but not limited to pedestrian archways, lighting, and pillars may exceed this height requirement but shall be no greater than eight (8') feet in height. Lots directly abutting wooded areas and the south development boundary, along the rear property line, are permitted to utilize green colored vinyl chain link fence on the rear property boundary.



**DRIVEWAYS**

Driveways shall be constructed in such a manner so that the flare of the driveway at the adjoining street curb, gutter or pavement does not extend beyond straight-line projection of the side property line of the lot served by the driveway. Driveways shall be a minimum of 20' wide for 2-car driveways and a minimum of 30' wide for 3-car driveways, unless there is a 1-car side-loaded garage as shown in Figure C below. All garages shall be attached to the principal structure. Driveways shall be constructed with decorative pavers consistent with the selections identified on the "Color & Material Board." Plain concrete, asphalt, mulch, gravel, or Chattahoochee stone are prohibited. Street parking is strictly prohibited.

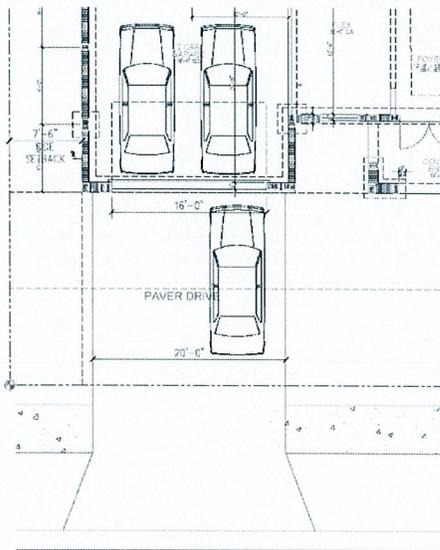


Figure A: Front Loaded 2-Car Garage

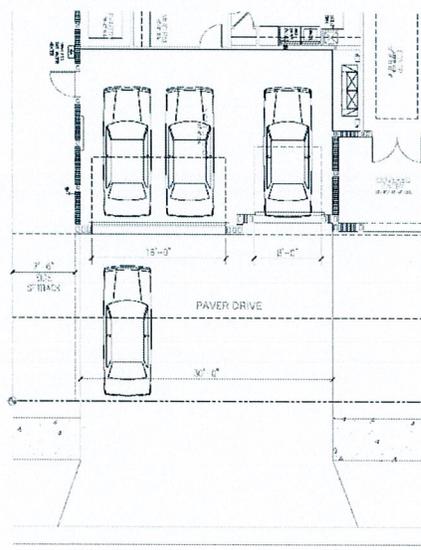


Figure B: Front Loaded 3-Car Garage

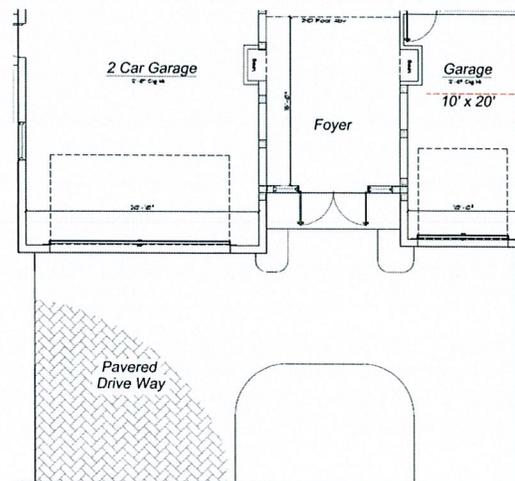
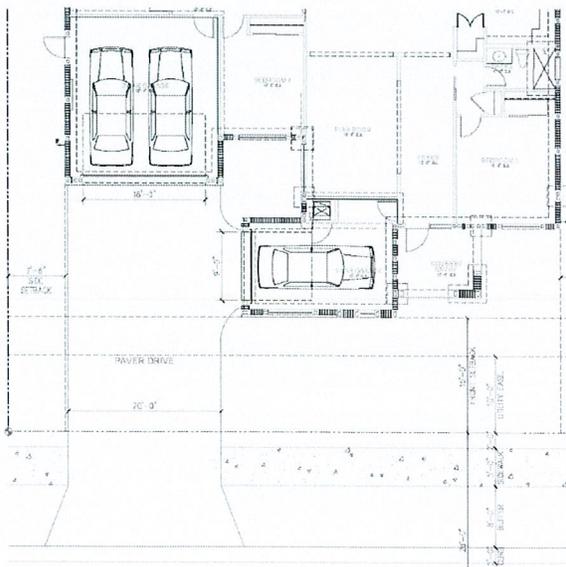


Figure C: Front Loaded 2-Car Garage and Side-Loaded 1-Car  
Garage Combination

Figure D: Front Loaded 2-Car Garage and Front Loaded 1-Car  
Garage Combination

#### **ABOVE-GROUND STORAGE TANKS OR POOLS**

No above-ground storage tanks or pools shall be allowed.

#### **ACCESSORY STRUCTURES AND ENCLOSURES**

All accessory structures, including but not limited to, cabanas, BBQs, covered patios, and screen enclosures shall be compatible with the principal structure in both material and configuration, while maintaining required setbacks and standards outlined in the Development Standards. All screen material shall be black.

#### **GENERATORS**

No generators shall be visible from an adjacent lot, common areas, or a street. Generators shall be located adjacent the exterior of the home and shall be screened with a wall or landscape material. All standby generators shall be fueled by natural gas.

#### **MAILBOXES**

An USPS-approved centralized mailbox will be supplied by the community to facilitate mail delivery. Each lot will be assigned a lockbox.

#### **GARBAGE**

Garbage receptacles shall be stored within the garage or placed on the site of the house, provided the garbage receptacle has sufficient screening either by an opaque fence or landscape material so that it is not visible from the road or from another neighbor's lot.

## Architectural Guidelines

#### **PRODUCT TYPES**

One-story and two-story homes will be utilized throughout the community. All homes must be a minimum of 2,800 SF under air and have a minimum of 2 car garage.

#### **ELEVATIONS**

Elevation styles include variations of Florida Contemporary, Coastal Modern, and Modern styles. Each style and its elements are defined below.

Homes located on corner lots and other key location (specifically lots 8, 9, 10, and 11) shall include additional architectural and additional landscape treatments on the elevation facing the side street.

1. *Florida Contemporary* is defined as a style which utilizes classical elements in a clean and contemporary fashion with quoins and stacked stone accents.

Elements within the Florida Contemporary style can include

- Raised entry portico feature with contemporary detailing and stone veneer
- Deep overhang
- Medium pitched roof with textured concrete tile
- Contemporary molding detail
- Stone veneer
- Wood veneer
- Contemporary garage door
- Contemporary front door
- Contemporary light fixtures
- Decorative stucco detailing
- Large glass panels with horizontal mullions
- Contemporary molding under overhang
- Color contrast between walls and banding, windowsills, and moldings
- Recesses in the wall plane

2. *Coastal Modern* is defined as a style which utilizes British West Indies colonial architectural elements in a modern style.

Elements within the Coastal Modern style shall include a minimum of six (6) for standard lots and a minimum of ten (10) for lots with enhanced side and/or rear elevations:

- Raised entry portico feature with louvers and outriggers
- Deep overhangs with outriggers
- High pitched roof with slate textured concrete roof tile
- Outriggers
- Water table
- Shutters
- 8" raised stucco headers
- Coastal/BWI style garage doors
- Coastal/BWI style front door
- Coastal/BWI style light fixtures
- Vertical casement-look windows with shutters
- Brackets under overhang
- Color contrast between walls and the banding, windowsills, and molding
- Wainscoting
- Recesses
- Headers

3. *Modern* is defined as a style which utilizes wood and stone veneer on simple architectural massing to present a clean contemporary look. Simple architectural massing is the

exterior wall massing which is expressed with wood and stone veneer to give texture and character.

Elements within the Modern style shall include a minimum of six (6) for standard lots and a minimum of ten (10) for lots with enhanced side and/or rear elevations:

- Raised entry portico feature with modern details and stone veneer
- Deep overhang
- Low pitch roof with smooth concrete roof tiles
- Articulated soffit – the raised band under the soffit where the overhang and the wall meet and is used to create a simple decorative transition element
- Stone veneer
- Wood veneer
- Modern garage door
- Modern front door
- Modern light fixtures
- Simple massing
- Large fixed glass panels
- Raised stucco panels and banding under overhang
- Projections
- Overhangs
- Color contrast between walls, banding, and recesses

### **COLORS**

All exterior colors, including original and future color must be in compliance with the approved color palette for the community based on the color and materials board. There are a significant number of wall colors, trim colors, door colors, and roof colors to choose from to allow diversity for the community yet still provide a consistent neighborhood feel. No two (2) homes with the same exterior wall color shall be located side by side.

### **VARIED LINES AND SCALE**

The mass and scale of all buildings shall be visually diverse and appealing through the use of architectural detailing, reveals, windows, patio walls, balconies and varied elevations of roof lines.

### **BUILDING FINISHES**

#### **Finishes Permitted:**

- Painted Stucco
- Natural stone, pre-cast stone, faux stone
- Wood mixed with CBS and Stucco
- Shingle siding and board and batten siding mixed with CBS with Stucco.
- Brick

#### **Finishes NOT Permitted:**

- Unfinished concrete block

- Reflective or mirrored glass
- Raw aluminum
- Hardboard or particle board

## ROOFS

A variety of plantation slate and plantation smooth roof, as well as standing seam metal roof options and colors have been determined within the color and materials board. No fasteners may be visible. The roof pitch shall be determined by the style of home.

1. Florida Contemporary: 5/12 roof pitch
2. Coastal Modern: 6/12 roof pitch
3. Modern: 4/12 roof pitch (Revised 11/22/2024)

Patio, loggia, or lanai roofs shall be designed with architectural detailing to match that of the Home.

## LIGHTING

The following examples of wall-mounted lights and color options can be used based on the style selected:

If lighting options are discontinued, new fixtures can be selected that are consistent with the style and intent of the provided options.

1. Florida Contemporary: Samples



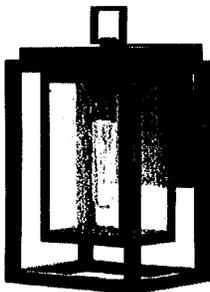
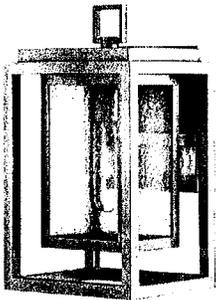
*Location: Main door on side elevation  
Hinkley Lighting, Inc.  
Small Wall Mount Lantern 1220TT/1220BZ  
Colors: Titanium or Bronze*



*Location: Front elevation on sides of garage  
Hinkley Lighting, Inc.  
Medium Wall Mount Lantern 1224TT/1224BZ  
Colors: Titanium or Bronze*

PROSPERITY VILLAGE  
DESIGN GUIDELINES

2. Coastal Modern:



*Location: Main door on side elevation  
Hinkley Lighting, Inc.  
Small Wall Mount Lantern 1000OZ/1000SI  
Colors: Satin Nickel or Oil Rubbed Bronze*

*Location: Front elevation on sides of garage  
Hinkley Lighting, Inc.  
Large Outdoor Wall Mount Lantern 1005OZ/1000SI  
Colors: Satin Nickel or Oil Rubbed Bronze*

3. Modern:



*Location: Main door on side elevation  
Hinkley Lighting, Inc.  
Small Wall Mount Lantern 2850TT/2850BZ  
Colors: Titanium or Bronze*

*Location: Front elevation on sides of garage  
Hinkley Lighting, Inc.  
Medium Wall Mount Lantern 2854TT/2854BZ  
Colors: Titanium or Bronze*

**ROOF VENTS AND CHIMNEYS**

All roof-mounted vents or stacks shall be painted to match the color of the roof and be placed on back side of roofs. All chimney stacks shall be the same color as the body of the house. All chimneys shall be capped with either a tile or copper roof and accented with stucco and banding. Each shall be consistent with the style of the structure.

**REQUIRED GAS APPLIANCES**

All homes, at minimum, shall have the following natural gas appliances: One (1) on-demand hot water device (e.g. tankless water heater), one (1) gas range; one (1) gas dryer.

**SWIMMING POOLS, SPAS AND HOT TUBS**

The design and location of all swimming pools, spas, and hot tubs must be approved in accordance with the setbacks provided for in Development Standards. Direct drainage of water from swimming pools, spas, or hot tubs into any common area, water feature, or adjacent lot shall not be permitted.

General Criteria for Landscaping of Custom Lots

**STREET TREES AND PALMS**

The developer shall install the minimum street trees or palms per the applicable site plan approval by the City of North Palm Beach. Site conditions will be considered by developer and the Design Review Board (DRB) regarding the positioning of these trees. The developer shall be required to verify the location of all utilities and required offsets.

**TYPICAL LOT LANDSCAPING**

Owners are encouraged to customize their lot landscaping. As a minimum, the standards below must be met.

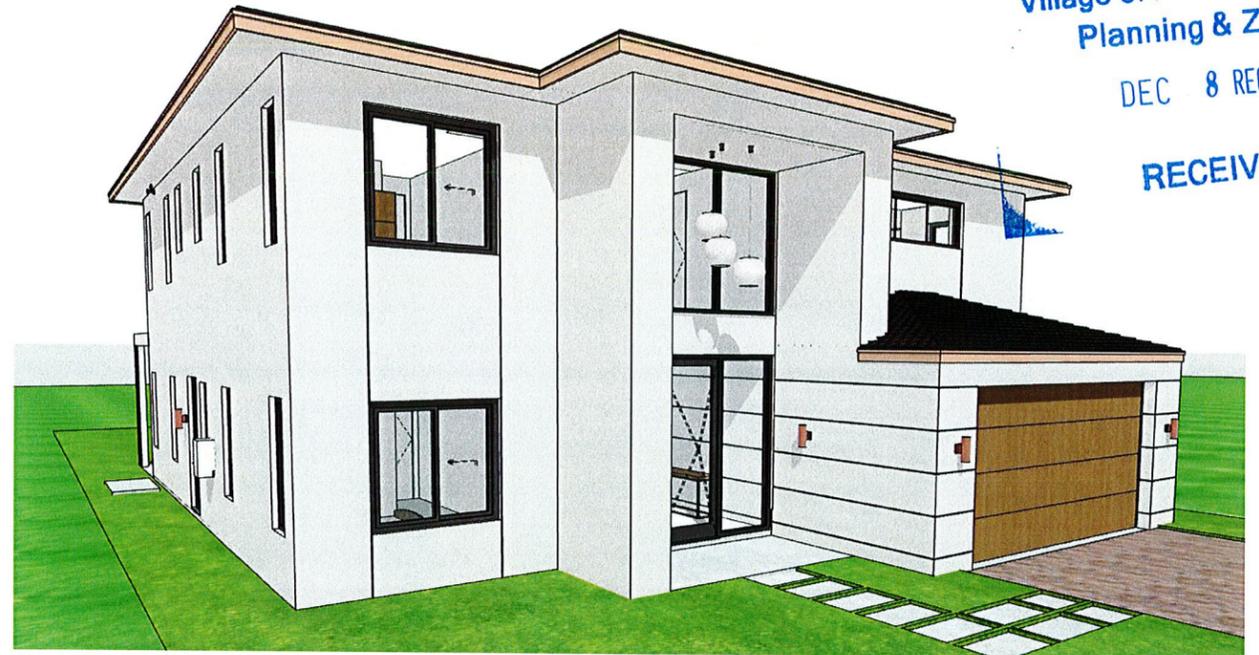
Plant Type	Size	Description	* Min Quantity Per Lot
SHADE TREES (Oak)	12' HT X 5' SPRD 5" caliper min.	FULL AND DENSE, FL #1 GRADE	1
FLOWERING / ACCENT TREES	5'-10' HT X 2.5'-4' SPRD	FULL AND DENSE, FL #1 GRADE	1
PALMS (SINGLE TRUNK)	10'-18' OA HT	FL #1 GRADE	2
PALMS (DOUBLE TRUNK)	10'-18' OA HT	FL #1 GRADE	1
PALMS (TRIPLE TRUNK)	10'-18' OA HT	FL #1 GRADE	1
ACCENT SHRUBS	7-25 GAL	FL #1 GRADE	3
SHRUBS / HEDGES	7-25 GAL	FL #1 GRADE	44
GROUND COVERS	1-3 GAL MIN, 24" OA HT MIN, 36" OC	FL #1 GRADE	34

\*These quantities are intended as a guide for keeping a standard in the community, special lot circumstances may require alternative compliance.

Village of North Palm Beach  
Planning & Zoning  
DEC 8 REC'D  
RECEIVED



OPTION 1



OPTION 1



2 EAST ELEVATION 4/12 ROOF  
CRD SCALE: 1/4" = 1'-0"



4 EAST ELEVATION 5/12 ROOF  
CRD SCALE: 1/4" = 1'-0"



Instrument prepared by:  
Alexander Carrington, Esquire  
Nason, Yeager, Gerson, White & Lioce, P.A.  
3001 PGA Boulevard, Suite 305  
Palm Beach Gardens, Florida 33410

CFN 20160194673  
OR BK 28339 PG 429  
RECORDED 06/02/2016 13:28:35  
Palm Beach County, Florida  
AMT 600,000.00  
DEED DOC 4,200.00  
Sharon R. Bock  
CLERK & COMPTROLLER  
Pgs 0429-0432; (4Pgs)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this 26 day of MAY, 2016, between M&K REALTY HOLDINGS, LLC, a Florida limited liability company ("Grantor"), whose address is 50 Appletree Lane, Hillsdale, New Jersey 07642, and PROSPERITY FARMS ROAD, LLC, a Florida limited liability company ("Grantee"), whose address is 10 Lane Cedar Way, Old Tappan, New Jersey 07675.

WITNESSETH

That Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee that certain land situate, lying and being in the County of Palm Beach, State of Florida, described on Schedule 1 attached hereto and made a part hereof.

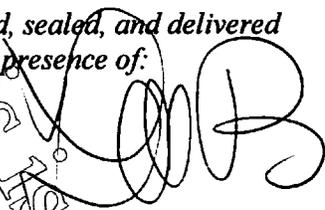
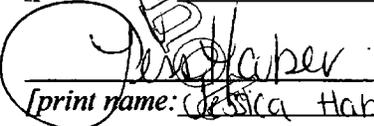
SUBJECT TO:

1. Taxes and assessments for the year 2016 and subsequent years;
2. Conditions, restrictions, limitations, easements, reservations, zoning ordinances, rights, and other matters of record, if any, none of which are hereby reimposed; and
3. Matters that would be disclosed by an inspection or accurate survey of the land.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues, and profits thereof.

AND Grantor hereby covenants that Grantor has good right and lawful authority to sell and convey the above-described land, and hereby warrants the title to said land for any acts of Grantor and will defend the title of said land against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first written above.

Signed, sealed, and delivered  
in the presence of:  
  
\_\_\_\_\_  
[print name: Felipe A. Barzils]  
  
\_\_\_\_\_  
[print name: Jessica Haber.]

**Grantor:**

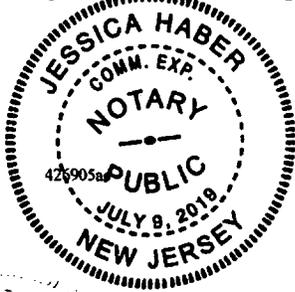
M&K REALTY HOLDINGS, LLC,  
a Florida limited liability company

By: Maureen Quinn  
Name: Maureen Quinn  
Title: Manager

STATE OF New Jersey  
COUNTY OF Bergen

The foregoing Special Warranty Deed was acknowledged before me this 26 day of May, 2016, by Maureen Quinn, the Manager of M&K REALTY HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, [ ] who is personally known to me OR  who produced New Jersey Driver License as identification.

[Place Notarial Seal]



Notary Signature: Jessica Haber  
Print Notary Name: Jessica Haber  
Notary Public, State of: New Jersey  
My Commission Expires: July 9, 2019

**SCHEDULE 1**  
**LAND**

**PARCEL 1:**

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

START AT THE 1/4 SECTION CORNER ON THE SOUTH LINE OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST; THENCE RUN IN A NORTHERLY DIRECTION 1335.2 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE RUN IN A WESTERLY DIRECTION PARALLELING THE SOUTH LINE OF SECTION 8, A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTH PARALLELING THE QUARTER SECTION LINE A DISTANCE OF 667.6 FEET TO A CONCRETE MONUMENT; THENCE RUN IN A NORTHERLY DIRECTION A DISTANCE OF 245 FEET PARALLELING THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THENCE RUN IN A WESTERLY DIRECTION A DISTANCE OF 210 FEET PARALLELING THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO A POINT; THENCE RUN NORTH A DISTANCE OF 110 FEET PARALLELING THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO A POINT; THENCE RUN EAST A DISTANCE OF 210 FEET PARALLELING THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH A DISTANCE OF 110 FEET PARALLELING THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO THE POINT OF BEGINNING.

**PARCEL 2:**

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION, THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IS ASSUMED TO BEAR NORTH 02 DEGREES 06 MINUTES 10 SECONDS EAST AND ALL BEARINGS RECITED HEREIN ARE RELATED THERETO; COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8 (CENTER OF SAID SECTION 8); THENCE SOUTH 02 DEGREES 06 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 312.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02 DEGREES 06 MINUTES 10 SECONDS WEST ALONG SAID EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 355.47 FEET TO THE NORTHEAST CORNER OF THE PLAT OF PEPPERWOOD, AS SAID PLAT IS RECORDED IN PLAT BOOK 33, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 09 MINUTES 42 SECONDS WEST ALONG A PORTION OF THE NORTH LINE OF SAID PLAT OF PEPPERWOOD A DISTANCE OF 50.00 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 5034, PAGE 903, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 02 DEGREES 06 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE AND ALONG THE EAST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORD BOOK 3833, PAGE 1152, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 357.61 FEET TO THE NORTH LINE OF SAID CERTAIN PARCEL DESCRIBED IN SAID DEED RECORDED IN OFFICIAL RECORD BOOK 3833, PAGE 1152; THENCE DEPARTING FROM SAID NORTH LINE, SOUTH 85 DEGREES 42 MINUTES 50 SECONDS EAST A DISTANCE OF 50.03 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LYING, SITUATE AND BEING IN SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

START AT THE 1/4 SECTION CORNER ON THE SOUTH LINE OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, THENCE RUN IN A NORTHERLY DIRECTION 1335.2 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, THENCE RUN IN A WESTERLY DIRECTION, PARALLEL TO THE SOUTH LINE OF SECTION 8, A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTH PARALLEL TO THE 1/4 SECTION LINE, A DISTANCE OF 667.6 FEET TO A CONCRETE MONUMENT, THE POINT OF BEGINNING; THENCE RUN WEST, A DISTANCE OF 210 FEET, PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO A POINT; THENCE RUN IN A NORTHERLY DIRECTION 245 FEET, PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO A POINT; THENCE RUN EAST A DISTANCE OF 210 FEET, PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH A DISTANCE OF 245 FEET, PARALLEL TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, TO THE POINT OF BEGINNING.

PARCEL 4:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION, THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IS ASSUMED TO BEAR NORTH 02°06'10" EAST AND ALL BEARINGS RECITED HEREIN ARE RELATED THERETO; BEGIN AT THE NORTHEAST CORNER OF THE PLAT OF PEPPERWOOD, AS RECORDED IN PLAT BOOK 33, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 12634, PAGE 1401 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA; SAID BEGINNING POINT ALSO LIES ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST; THENCE NORTH 02°06'10" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST A DISTANCE OF 355.47 FEET TO A POINT; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 12634, PAGE 1401 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA; THENCE SOUTH 85°42'50" EAST ALONG THE PROLONGATION OF THE NORTH LINE OF THAT PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 12634, PAGE 1401 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 25.02 FEET; THENCE SOUTH 02°06'10" W ALONG A LINE THAT IS 25 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 42 SOUTH, RANGE 43 EAST, A DISTANCE OF 354.40 FEET TO THE INTERSECTION WITH THE PROLONGATION OF THE NORTH LINE OF THE PLAT OF PEPPERWOOD, AS RECORDED IN PLAT BOOK 33, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°09'42"W ALONG THE PROLONGATION OF THE NORTH LINE OF THE PLAT OF PEPPERWOOD, AS RECORDED IN PLAT BOOK 33, PAGES 184 AND 185, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

**VILLAGE OF NORTH PALM BEACH  
VILLAGE MANAGER'S OFFICE**

---

TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Samia Janjua, Deputy Village Manager  
DATE: January 9, 2025  
SUBJECT: **RESOLUTION – Purchasing Policy Revision**

---

At its December 12, 2024 meeting, Village Staff presented the following recommended updates to the Purchasing Policy, as outlined in the Accounting Policies and Procedures Manual for Internal Controls:

- **Purchasing Thresholds:**

The purpose of adjusting purchasing thresholds is to strike a balance between operational efficiency and ensuring competition, transparency, and fair pricing. Proposed changes to the thresholds are summarized below:

Description	Current	Proposed
Bidding	\$50,000	\$200,000
Village Manager	\$25,000	\$100,000
Deputy Village Manager	\$5,000	\$25,000
Department Head	\$5,000	\$10,000
Department Supervisor / Designee	\$2,500	\$5,000

Benefits for increasing thresholds:

1. Operational Efficiency:
  - a. Streamlines staff processes by reducing the time and resources needed to prepare, advertise, and evaluate formal solicitations.
  - b. Avoids the cost of drafting detailed specifications or commissioning engineering plans for smaller projects that may yield only one bid.
2. Enhanced Vendor Participation:
  - a. Simplifying procurement documents (e.g., switching to requests for quotations) reduces the effort required for vendors to respond. This is expected to increase participation, fostering greater competition and benefiting the Village.
3. Faster Procurement Process:
  - a. Reduces processing time for mid-range purchases by approximately one month, while maintaining existing outreach and notification standards.
4. Alignment with Peers:
  - a. Local surveys indicate that the Village's current thresholds are among the lowest compared to peer municipalities.

- **Emergency Purchase Order Thresholds:**

Description	Current	Proposed
Department Head (confirmation by Village Manager)	\$25,000	\$100,000
Village Manager	\$25,000	\$100,000
Village Manager (confirmation by Village Council)	\$50,000	\$200,000
Village Council	\$50,000	\$200,000

- **Blanket Purchase Order:**

Description	Current	Proposed
Village Manager	\$25,000	\$100,000
Village Council Consent agenda	\$25,000 - \$50,000	\$100,000-\$200,000

The revised purchasing policy is attached in “tracking mode” for review.

The attached Resolution has been prepared/reviewed by your Village Attorney for legal sufficiency.

**Recommendation:**

**Village Administration requests Council consideration and approval of the attached Resolution amending the Accounting Policies and Procedures Manual for Internal Controls to revise the section relating to Purchasing in accordance with Village policies and procedures.**

## RESOLUTION 2025-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, REVISING THE VILLAGE'S PURCHASING POLICY AS SET FORTH IN THE VILLAGE'S ACCOUNTING POLICIES AND PROCEDURES MANUAL FOR INTERNAL CONTROLS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff is recommending revisions to the Village's Purchasing Policy, as set forth in the Village's Policies and Procedures Manual for Internal Controls, to increase the purchasing thresholds for competitive solicitations and the authority of the Village Manager, Deputy Village Manager, and Department Heads as they pertain to purchasing methods, blanket purchase orders, and emergency purchases; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are hereby ratified and are incorporated herein.

Section 2. The Village Council hereby adopts the revisions to the Village's Purchasing Policy as identified in Exhibit "A" attached hereto and incorporated herein by reference. These revised procedures shall be included in the Village's Policies and Procedures Manual for Internal Controls.

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

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

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# Purchasing

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## Objective

The primary objective of the Village's purchasing operation is to maximize the value of the dollar spent. All Village departments are responsible for accomplishing this objective by planning for future purchase needs and completing them in an economical manner.

## Responsibilities of Finance Department

- Maintain an up to date vendor list.
- Process purchase requisitions.
- Prepare and issue purchase orders.
- Pay vendor invoices.
- Manage Purchasing Card Program

## Responsibilities of Village Clerk

- Receive bids and proposals
- Record bids and proposals at time designated in the competitive solicitation
- Maintain bid files.

## Responsibilities of Operating Departments

- Obtain prices on comparable items.
- Search for new sources of goods and services and provide these vendor names to the Finance Department
- Provide complete information on items to be purchased on the purchase requisitions and reference the budget line item description.
- Provide appropriate documentation with purchase requisitions as required.
- Plan for purchases to minimize emergency purchases.
- Prepare technical specifications and competitive solicitations as needed.
- Evaluate and recommend competitive solicitation awards including facilitating evaluation committees as needed.
- Determine if sufficient funds are available in the budgeted line item.
- Attempt to use the Finance Department's vendor list as a minimum for all quote requirements.
- Manage contracts for your area of responsibility ensuring that vendors provide purchased goods, equipment and/or services in accordance with contract terms and prices.
- Resolve vendor performance issues as needed.

## Responsibilities of Village Manager

- Advertise for bids.

# Purchasing Policy

## Determining Purchasing Methods:

- a. All purchases that are budgeted to exceed ~~\$50,000~~200,000 on either an annual basis or span across fiscal years such as a “multi-year” contract:
  1. Must be formally advertised in the newspaper or on the County’s publicly accessible website with the advertisement being no less than fourteen (14) days prior to the opening of bids.
  2. Must be awarded on a sealed bid basis by vote of Village Council.
  3. All competitive solicitations shall be loaded onto the North Palm Beach website and shall be posted on Demand Star for wide distribution to possible vendors.
  
- b. All purchases having an estimated cost between ~~\$5,000~~10,000 and ~~\$50,000~~200,000:
  1. Require three (3) quotations. A written quote from each vendor is to be attached to the requisition. Where three (3) written quotes are not available, and on approval of the Village Manager, a memorandum from the Department Head documenting the reason there are fewer than three (3) quotes is required. No hand-written quotes will be accepted.
  - ~~2.~~ All purchases in excess of \$5,000~~10,000~~ and up to \$25,000 shall be authorized by the Department Head, Finance Director, and Deputy Village Manager.
  - ~~2.3.~~ All purchases in excess of \$25,000 and up to \$100,000 shall be authorized by the Department Head, Finance Director, Deputy Village Manager and Village Manager
  - ~~3.4.~~ All purchases in excess of \$25,000~~100,000~~ and up to ~~\$50,000~~200,000 shall be brought to the Village Council on Consent Agenda for approval.
  
- c. Purchases having an estimated cost of up to ~~\$5,000~~10,000, unless otherwise described in this manual:
  1. Do not require bids or three (3) quotes; however, Department Heads are encouraged to obtain the most cost-effective price.
  2. Shall be authorized by Department Heads. The Department Head may authorize, in writing, a member of the department/division to purchase items under ~~\$2,500~~5,000.
  
- d. Exceptions – In certain instances exceptions to the above may exist and purchases may be accomplished using alternate methods:
  1. Through the use of the emergency purchase provisions as provided for in the Emergency Purchases section of this manual.
  2. When annual contracts exist, i.e. gas, oil, tires, office supplies, etc.
  3. When requirements imposed by federal, state, or county grants provide different regulations.
  4. When the Village Manager deems it appropriate to use procedures of more formality than set out above.
  5. When the Village Council waives the purchasing rules and regulations.
  
- e. The purchase of bulk motor and diesel fuel necessary to operate Village vehicles and the purchase of inventory and goods for resale or distribution to the public shall not be subject to the rules and regulations set forth herein and may be approved by the Village Manager and/or the Finance Director.
  
- f. Expenditures for utilities, advertising, subscriptions, registration fees, training, travel, seminars and lectures, performing artists and entertainers, membership dues, uniform allowances, license or maintenance renewals for existing software, and similar products or services for which competitive procurement is either not available or wholly impracticable shall not be subject to the rules and regulations set forth herein and may be approved by the Village Manager and/or the Finance Director.

# Initiating a Purchase

## Purchase Requisition

A purchase requisition must be completed, and submitted to the Finance Department with the appropriate documentation attached. Where equipment is covered by maintenance contracts, requests for service may be made directly by the respective department. Copies of all approved maintenance agreements shall be submitted to the Finance Department at the beginning of each fiscal year. An annual purchase order that shall not exceed one year will be issued, if required by the vendor.

## Requisition Preparation

Procedure to process regular requisitions:

- a. Print each requisition and give the following:
  1. Department account number.
  2. Date of requisition.
  3. Suggested vendor name and address.
  4. Village delivery location.
  5. Quantity.
  6. A complete, detailed description of the item(s) to be purchased along with a budget line reference.
  7. Estimated net cost of line items of goods and services.
  8. Estimated cost of shipping and handling.
  9. Signature of department head which indicates department head's approval of purchase.
- b. When necessary, bid documentation, i.e. telephone bids, requests for quotations, etc. should be attached to the purchase requisition.
- c. Purchase requisition originals are to be sent to the Finance Department.
- d. Upon receiving the requisition, Finance will determine the availability of funds in the department's account. If the funds are available, preparation and processing of the purchase order will be completed and forwarded to the Village Manager for final authorization.
- e. Requisitions over ~~\$50,000~~200,000 will be subject to the bidding process. Once the Village Council awards the bid to a vendor, the operating department must prepare and forward to the Finance Department the purchase order requisition along with a copy of the bid documentation and the adopted resolution.
- f. The Village's purchasing policy allows management to "piggyback" on:
  1. Current federal supply schedules, U.S. General Services Administration (GSA) or any other federal agency contracts;
  2. Current cooperative purchase contracts; and
  3. Other state and local government contracts for labor and materials, providing those government contracts identify those specific services or materials required and the government contract is currently in effect.

If the "piggyback" provision is to be utilized, the operating department will obtain a verbal quote from a secondary qualified vendor to verify the "fair market" value of the item or services sought. If this quote is significantly lower, staff will go through the normal purchasing/bidding procedures. The verbal quote verification procedure will be indicated as part of the back-up material for the purchase.

- g. In the event the "piggy-back" provision is utilized and a "change" in services, outside the scope of the government contract is required, that change will be treated as a "change order" in accordance with this policy.

# **Purchasing Procedures, Bids, Contracts, Vendor Selection, etc.**

## Formal Bidding

Formal bids are required for purchases in excess of ~~\$50,000~~200,000.

## Writing Specifications

Upon submitting a request for formal bidding, the department should also transmit desired specifications to be included as a part of the bidding process.

Care should be taken to design specifications so that they are not so narrow as to limit competition unnecessarily. Department heads have the responsibility for complying with this guideline.

## Identifying Suppliers

Operating departments are responsible for maintaining a comprehensive, updated list of suppliers of various products frequently purchased by that department. It is the Village's policy to award to the lowest qualified bidder offering merchandise conforming to pre-defined specifications.

## Sealed Bid Opening

All bids/proposals shall be submitted to the Village Clerk's Office. All sealed bids are to be opened at the exact time, date and place specified in the bid package. A bid package contains: (1) notice to bidders; (2) complete bid specifications and (3) contract documents, if appropriate. All bids are to be opened publicly with tabulation being made available to all vendors participating. Formal bids are to be checked for proper submission of any required bid deposits, bonds, etc. All sealed bids will be opened by a bid board consisting of the Village Manager or his or her designee, the Department Head concerned and a representative from the Clerk's Office. After evaluation, a recommendation will be made by the Village Manager for transmittal to the Village Council.

## Sole Source Items

"Sole source purchases are the acquisition of goods and services that for all practical purposes can only be obtained from a single vendor, usually because of limited technology, technological compatibility with existing systems, goods or services already in use by the Village or other unique qualities of the goods or services that preclude a competitor's price comparison." All sole source purchases will be documented by a memo from a Department Head justifying why the purchase is sole source. Every reasonable effort must be made to locate competitive suppliers. Only the Village Manager may certify an item as sole source. Approval of sole source purchases over ~~\$25,000~~100,000 is to be made by the Village Council.

## Contracts, Retainage, Change Orders, & Payment

- a. The Village Manager is authorized to sign contracts on behalf of the Village that involve expenditures for goods and services that are line items within the Village budget and do not exceed ~~twenty-five~~one hundred thousand (~~\$25,000~~100,000). Prior to execution of contracts, the Village Manager shall first comply with the purchasing regulations adopted by the Village Council and have the contracts reviewed by the Village Attorney for legal sufficiency.
- b. Contracts for over ~~\$25,000~~100,000 must be approved by the Village Council.
- c. The annual contracts awarded by Palm Beach County, the State of Florida and the Palm Beach County Cooperative Purchasing Council, and other governmental agencies for labor and materials are accepted by the Village in accordance with their terms.

- d. The American Institute of Architecture, AIA Document G702-1992, Application and Certificate for Payment, is the form that is completed by the Contractor and Certified by the Architect/Engineer as part of their payment request. This form shows the Original Contract amount then the progression of payments previously paid, retainage, current request and balance of contract to complete the Project. The percentage of retainage is specified in the Agreement that is executed by the Village and the Contractor. A standard of ten percent (10%) will be used unless adjusted by the Mayor and Council.

### Change Orders

A Change Order is a written instrument prepared by the Contractor, certified by the Architect/Engineer and approved by the Village stating their agreement to the following:

- a. Actual change in work required.
- b. The dollar amount of the adjustment and its effect on the Contract's Total Sum.
- c. The extent of the adjustment and how it will affect the Contract's timeframe.
- d. If a lump sum payment is necessary, the request must be properly itemized and supported by sufficient substantiating data to permit evaluation. All parties involved must mutually accept the adjustment(s) as presented.
- e. Unit prices stated in the Contract Documents or subsequently agreed upon must be mutually acceptable to all parties involved.
- f. If costs are to be determined, all parties must agree upon a mutually acceptable fixed or percentage fee.

### Change Order Process

- a. All proposed change orders must be approved by the Village Engineer (if involved in the project), the Department Head overseeing the project, and the Village Manager.
- b. The Village Manager has the authority to approve change orders under ~~\$25,000~~100,000 that are within the original scope of the project and that do not exceed the original budget line item for the project; however, the Village Council will be notified of any such change orders for their approval and ratification at the next scheduled Council Meeting.
- c. All change orders in excess of ~~\$25,000~~100,000 must be brought to the Village Council for approval.
- d. If exigent circumstances exist requiring immediate action and a delay would adversely impede the project operationally, the Village Manager can with written documentation, authorize a change order in excess of the ~~\$25,000~~100,000. The Village Manager will be responsible for immediately reporting this Change Order at the next scheduled Council Meeting for ratification.

## Construction Manager at Risk Contracts

Except as provided herein, the foregoing Policies and Procedures are not applicable to the procurement of Construction Manager at Risk Contracts. Construction Manager Contracts shall comply with the following rules:

- a. If the Village Manager determines that a Construction Manager at Risk contract is the appropriate method of procurement for any construction project, then the Village will prepare a Request for Qualifications in accordance with all applicable statutory requirements.
- b. The Village shall publicly announce in a uniform and consistent manner the fact that Construction Manager at Risk Services are required. The announcement shall include a general description of the project, procedures for obtaining the Request for Qualifications, and the time within which interested construction management firms may submit qualification statements.
- c. The Village Manager or his or her designee shall establish criteria, procedures and standards for the evaluation of construction management proposals, weighted for the particular project. Evaluation factors shall include, but not be limited to: Successful Experience of the Firm Managing Construction Projects; Qualifications/Experience of the Team; Scheduling, Cost Control and Quality Assurance; Approach to Establishing a Guaranteed Maximum Price; Approach to the Construction Program and Past Performance/References.
- d. An Evaluation Committee, selected by the Village Manager, shall evaluate all responsive qualification statements in accordance with the criteria established in the Request for Qualifications.
- e. The Village Manager and Village Attorney shall negotiate a contract for Construction Management at Risk Services for Village Council's consideration and award.
- f. A Guaranteed Maximum Price shall be established by the Construction Manager utilizing procedures established in the Contract, which will be presented to Village Council for its consideration and approval as an amendment to the Contract.
- g. Change Orders, if required, shall be approved by the Village Manager and reported to the Village Council at the next Village Council Meeting. Change Orders that significantly alter the design provided for in the original contract documents shall require approval of Village Council prior to execution.
- h. In the case of a valid public emergency, the Village Manager may suspend the procedures specified herein, and authorize negotiations of a Construction Manager at Risk Contract with the best qualified firm available at that time.

## Design-Build Contracts

Except as provided herein, the foregoing Policies and Procedures are not applicable to the procurement of design-build contracts. Design-build contracts shall comply with the following rules:

- a. If the Village Manager determines that a design-build contract is the appropriate method of procurement for any construction project, a design criteria package for the design and construction of the project shall be prepared and sealed by a design criteria professional either employed or retained by the Village. The design criteria professional shall meet the requirements of subsection (2) of Section 287.055(2), Florida Statutes (Consultants' Competitive Negotiation Act). If the Village enters into a professional services contract for preparation of the design criteria package, the selection of the design criteria professional shall comply with subsections (4) and (5) of Section 287.055, Florida Statutes.
- b. The design criteria package shall specify performance-based criteria for the project, including but not limited to the legal description of the site; survey information concerning the site; interior space requirements; material quality standards; schematic layout and conceptual design criteria for the project; cost or budget estimates; design and construction schedules; site development requirements; provision for utilities, stormwater retention and disposal; and parking requirements.

- c. A design criteria professional who has been selected to prepare the design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the design-build criteria package.
- d. The Village shall publicly announce in a uniform and consistent manner the fact that design-build services are required. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and the time within which interested design-build firms may submit proposals.
- e. The Village Manager or his or her designee shall establish criteria, procedures, and standards for the evaluation of design-build contract proposals, weighted for the particular project, and shall solicit competitive proposals pursuant to the prepared design criteria package from qualified design-build firms for the project under consideration. In addition to price, evaluation factors shall include, but not be limited to, ability of professional personnel; past performance; ability to meet time and budget requirements; location of firm; and recent, current and projected workloads.
- f. For each public construction project involving the award of a design-build contract, the Village Manager may initiate a two-step process whereby firms first submit qualification statements. The Village Manager or, at the Manager's option a selection committee selected by the Village Manager, shall evaluate qualification statements in accordance with published criteria, including, but not limited to, past experience; availability; and the qualifications of key personnel and (provided that at least three (3) qualification statements have been submitted) select no fewer than three (3) qualified design-build firms from which competitive proposals shall be solicited based on the design criteria package. This step is not mandatory and the Village Manager may forego the pre-qualification process.
- g. The Village Manager or, at the Manager's option, an evaluation committee selected by the Village Manager, shall evaluate the proposals in accordance with the criteria set forth the solicitation and recommend to the Village Council no fewer than three (3) qualified design-build firms in order of preference. The Village Council may require public presentations and shall rank the firms. The Village Manager, in consultation with the Village Attorney, shall then commence negotiations with the top-ranked firm.
- h. Should the Village Manager be unable to negotiate a satisfactory contract with the top-ranked firm, negotiations shall be formally terminated in writing and negotiations commenced with the second-ranked firm. Should the Village Manager be unable to negotiate a satisfactory contract with the second-ranked firm, negotiations shall be formally terminated in writing and negotiations commenced with the third-ranked firm. Should the Village Manager be unable to negotiate a satisfactory contract with any of the selected firms, additional firms shall be selected in accordance with the foregoing procedures and negotiations shall continue until a contract is reached.
- i. The Village Manager shall consult with the design criteria professional who prepared the package concerning evaluation of the proposals, approval of detail work and drawings for the project and compliance of project construction.
- j. Each contract for design-build services shall contain a prohibition against contingent fees as required by law.
- k. In the case of a valid public emergency, the Village Manager may suspend the procedures specified herein, and authorize negotiations of a design-build contract with the best qualified design-build firm available at that time.

## **Contract Payment Process**

### **Certificates for Payment**

An Architect and/or an Engineer will be engaged on all professionally bid projects which are new or structurally reengineered. In those instances:

- a. The Architect/Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Village a Certificate for Payment, with a copy to the Contractor, or notify the Contractor and the Village in writing of the Architect/Engineer's reasons for withholding certification in whole or in part.
- b. The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner that the work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. It will further constitute a representation that the Contractor is entitled to payment in the amount certified.

### **Final Completion & Final Payment**

- a. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the work acceptable under the Contract Documents and the Contract fully performed, the Architect/Engineer will promptly issue a final Certificate for Payment.
- b. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect/Engineer:
  1. an affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the work have been paid or otherwise satisfied,
  2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior to written notice has been given to the Village,
  3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
  4. consent of surety, if any, to final payment,
  5. if required by the Village, other data establishing payment or satisfaction of obligations.

NOTE: Contractor's application for payment (partial or final) for repairs or maintenance to "existing" systems and infrastructure can be authorized by the Village Department Head for which those repairs/maintenance was authorized.
- c. Acceptance of final payment by the Contractor, a Subcontractor or material supplier 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 Application for Payment.
- d. The Certificate of Completion and the Application for Final Payment forms must be completed. The Application for Final Payment requests the release of the retainage and requires the Director managing the project and the Village Manager to sign off upon completion of the project.
  1. Projects exceeding \$500,000 will be forwarded to the Mayor and Council for final closeout and release of retainage.

# Purchase Orders

## Use of Purchase Orders

A purchase order should be used for the purchase of a single item over \$5,000 that is not purchased on a regular basis. This would include all purchases not covered by a blanket purchase order. All purchases that are budgeted to exceed ~~\$50,000~~200,000 on an annual basis or span across fiscal years such as a “multi-year” contract surpass the Village’s bid threshold and will be bid prior to the beginning of the fiscal year. Exceptions are outlined in the Purchasing Policy “Determining Purchasing Methods” section, as well as in the Emergency Purchases section.

## Procedure for Issuing a Purchase Order

- a. All purchase orders will be issued by the Finance Department.
- b. All purchase orders will be sequentially numbered.
- c. The purchase order is prepared in triplicate.
  1. The Vendor copy is delivered directly to the vendor.
  2. The Purchasing copy is retained by the Finance Department for account encumbrance and is attached to the requisition original.
  3. The Department copy is sent to the Department Head or the requisitioning department.

## Cancellation of a Purchase Order

All cancellations of orders must be made by forwarding to the Finance Department the receiving copy of the purchase order with the word “VOID” printed across the face of said copy. The Department Head should sign and date all voided purchase orders, as well as provide a brief reason for the void.

## Expediting Orders

Once the Finance Department has issued a purchase order, no follow-up work is done on the order by Finance. It will be the responsibility of the operating department to expedite orders.

## Back Orders of Partial Payments

When several items are ordered, the supplier may deliver only a portion of the quantity requested. The supplier may then advise you that the remainder of the order has been back ordered. The Department Head should retain the copy of the purchase order until all items are delivered. Should the vendor invoice the Village for the partial order delivered, the following partial payment procedures should be followed:

- a. When the invoice is received, the department head should forward the invoice to the Finance Department with his or her approval of the partial payment. Notations should be made on the invoice that the order is “INCOMPLETE” and the purchase order number circled, or noted if it is not mentioned on the invoice. The Finance Department will use this as authority for partial payment. Documentation must be sent to the Finance Department indicating which items have been received before the Finance Department makes the payment on such invoice.
- b. The department copy of the purchase order remains in the department until the entire order is filled, invoiced, or balance canceled.

## Blanket Purchase Orders

Blanket purchase orders can be requested from the Finance Department for the purchase of materials, supplies, parts and similar items over a certain period of time not to exceed a single fiscal year. Examples include, but are not limited to, office supplies, computer supplies, uniforms, firearms and firearm accessories, badges and specialized public safety equipment, hardware store purchases, tires, tubes, and batteries.

A blanket purchase order may be in any amount up to ~~\$25,000~~100,000 and must be approved by the Department Director, the Finance Director, Deputy Village Manager and the Village Manager. No single item pursuant to a blanket purchase order shall exceed ~~\$5,000~~10,000. Blanket purchase orders in excess of ~~\$25,000~~100,000 shall be approved by the Village Council, provided, however, that blanket purchase orders in excess of ~~\$25,000~~100,000 and up to ~~\$50,000~~200,000 shall be placed on the Consent Agenda.

## Split Purchases (Pyramiding)

Split purchases, or pyramiding, is defined as issuing more than one purchase order on the same product with the intent of circumventing these regulations and/or budget limitations within an unreasonably short time period such that the totals of the purchase orders equal an amount greater than that authorized by these regulations. **Split purchases are prohibited.**

## **Emergency Purchases**

### General Policy

True emergencies do occur as a result of parts, supplies, and labor needed to repair equipment and facilities that are needed to provide services for the health, welfare and safety of the public. Anticipating needs in advance, whenever possible, will hold emergency purchases to a minimum and allow the use of standard procedures.

### Procedure

- a. Emergency purchases between ~~\$5,000~~10,000 to ~~\$25,000~~100,000, mark invoice "EMERGENCY PURCHASE". The invoice must be submitted to and approved by the Department Head and Deputy Village Manager, subject to confirmation by Village Manager.
- b. Emergency purchases of more than ~~\$25,000~~100,000 and up to ~~\$50,000~~200,000, mark invoice "EMERGENCY PURCHASE", and contact the Village Manager for approval, subject to confirmation by the Village Council.
- c. Emergency purchases over ~~\$50,000~~200,000 are not to be made without the approval of the Village Council.

## **Purchasing Cards**

Recognizing the advent of automated internet supply vendors and the occasional time sensitive procurements, the utilization of a Village purchasing card is both necessary and required. The Finance Department shall maintain one purchasing card per department to be utilized in select cases in accordance with the existing purchasing regulations. Any department needing to use the purchasing card shall request in writing, to the Finance Director, the intended use of the card, the amount and the account number(s) to be charged. All requests must be approved by the department head prior to sending it to the Finance Department. If the request meets all applicable purchasing regulations and the departmental funds are available, the Finance department will obligate the Village for the purchase by use of the Village's purchasing card. The department making the purchasing request shall be responsible for providing invoices (receipts) or other acceptable documentation to the Finance Department immediately upon receipt. All invoices (receipts) shall be initialed with the account number(s) to be charged.

## **Sales Tax Exemption**

Village purchases are exempt from Florida sales tax. When making purchases, the vendor will be provided with the sales tax exemption number.

## **Contract Management and Oversight**

Operating Departments are responsible to manage contracts funded by their budget or in their area of responsibility. Each contract shall be assigned one person as the contract manager of that contract. Contract Management and Oversight includes:

1. Verification that vendor provides goods and/or services as ordered.  
Is the item the same brand, size, and package?  
Were the services performed by the individual identified in the contract or was the process for substitution followed?
2. Were the operating and maintenance manuals and warranties received? Provide information to Public Works, or Other Department who may be involved in any future repairs, if appropriate.
3. Were the goods or services delivered timely?
4. Was training included and provided in accordance with contract?
5. Were goods or services invoiced accurately? Note that vendors are always allowed to invoice at a lower price than in the contract allowing them to pass through any additional discounts available but vendors are not allowed to invoice at a higher than contract price.
6. Was there a request for additional goods or services? If yes, was the change order process followed?
7. Was contract completed by the end of the fiscal year? If not, the Contract Manager is responsible to notify the Finance Department of the need to roll over the purchase order into the next fiscal year.
8. Were assets purchased as part of the Contract? If yes, the Contract Manager is responsible to ensure that the Finance Department receives the Serial Number or other identifying information to include in the Village's assets.

Anytime there is an accident involving a vendor or a dispute with a vendor, the Contract Manager should engage the assistance of the Department Head

## Current Purchasing Thresholds Comparison

### Tequesta:

- Discretionary Procurement - Purchases of less than \$25,000
- Informal Procurement - Purchases of \$25,000 but less than \$75,000
- Formal Procurement - Purchase of \$75,000 but less than \$200,000
- Competitive Procurement - Purchases of \$200,000 or more

### Wellington:

- Department Manager - \$5,000
- Department Director - \$25,000
- Village Manager - \$50,000
- Village Council – above \$50,000
- Formal Solicitation – above \$65,000

### Royal Palm Beach:

- Department Director - \$3,500
- Accounting Manager - \$10,000
- Finance Director - \$20,000
- Village Manager - \$50,000
- Village Council – above \$50,000
- Formal Solicitation – above \$20,000

### Jupiter:

- Department Director - \$10,000
- Village Manager - \$50,000
- Village Council – above \$50,000
- Formal Solicitation – above \$100,000

### Palm Beach Gardens:

- Small purchasing threshold - \$10,000 (no quotes/bids required)
- Formal solicitation - \$65,000
- City Manager's authority - \$660,000
- City Council – above \$660,000 unless delegated by resolution to City Manager

### Village of North Palm Beach:

Requirement	Approvals	Current	Proposed
No quotes/bids required	Department Supervisor / Designee	\$2,500	\$5,000
3 quotes / piggyback	Department Head	\$5,000	\$10,000
3 quotes / piggyback	Deputy Village Manager	\$5,000	\$25,000
3 quotes / piggyback	Village Manager	\$25,000	\$100,000
3 quotes / piggyback	Village Council (Consent Agenda)	\$25,000 - \$50,000	\$100,000 - \$200,000
Bid / piggyback	Formal Bid / Village Council (Regular Agenda) (see purchasing task list)	\$50,000	\$200,000

**VILLAGE OF NORTH PALM BEACH  
VILLAGE ATTORNEY'S OFFICE**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: January 9, 2025

SUBJECT: **RESOLUTION** – Approval of a First Amendment to the Restaurant Operator Agreement with Lessing's Florida Ventures, LLC to Conduct Food and Beverage Operations at the North Palm Beach Country Club

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Through the adoption of Resolution No. 2024-69 on August 22, 2014, the Village Council approved a Restaurant Operator Agreement to Conduct Food and Beverage Operations at the North Palm Beach Country Club ("Agreement") with Lessing's Florida Ventures, LLC (d/b/a Lessing's Hospitality Group) ("Lessing").

Lessing wishes to construct a new open air covered pavilion ("Pavilion") on the existing deck located between the swimming pool and the Clubhouse restaurant. The estimated total cost of the Pavilion is \$1,798,926.56, with "hard costs" for construction, landscaping, and hardscaping of \$1,213,081.60 (cost estimate prepared by Peacock + Lewis is attached as back up).

Pursuant to the terms of the existing Agreement, Lessing shall supply a capital contribution of \$1,200,000 during the first ten (10) years of the term of the Agreement. In the event the Lease is terminated prior to the tenth year, the Village shall reimburse Lessing for the unamortized balance plus interest. Lessing has requested an Amendment to the Agreement to add the Pavilion to the "Exclusive Use Premises" in Section 1 of the Agreement, and to amend Section 7 of the Agreement to amortize the hard costs for the Pavilion over the course of the second and third renewal terms (years ten through twenty). In the event the Agreement is terminated during years ten through twenty, the Village shall pay the unamortized balance of the hard costs of the Pavilion plus interest.

The attached Resolution and First Amendment to the Agreement have been prepared and/or reviewed for legal sufficiency by this office.

There is no immediate fiscal impact to the Village.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving a First Amendment to the Restaurant Operator Agreement with Lessing's Florida Ventures, LLC to provide the construction of a new open air covered pavilion and to amortize the costs over the course of the second and third renewal terms (years 10 through 20) and authorizing the Mayor and Village Clerk to execute the First Amendment in accordance with Village policies and procedures.**

## RESOLUTION 2025-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A FIRST AMENDMENT TO THE RESTAURANT OPERATOR AGREEMENT TO CONDUCT FOOD AND BEVERAGE OPERATIONS AT THE NORTH PALM BEACH COUNTRY CLUB WITH LESSING'S FLORIDA VENTURES, LLC AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2024-69 on August 22, 2024, the Village Council approved a Restaurant Operator Agreement to Conduct Food and Beverage Operations at the North Palm Beach Country Club ("Agreement") with Lessing's Florida Ventures, LLC ("Lessing"); and

WHEREAS, Lessing wishes to construct a new open-air pavilion on the existing deck located between the swimming pool and the Clubhouse restaurant; and

WHEREAS, the parties have agreed to amend the Agreement to include the pavilion within the Exclusive Use Premises and to amortize the hard construction costs of the pavilion over the course of the second and third renewal terms (years ten through twenty); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council of the Village of North Palm Beach, Florida, hereby approves a First Amendment to the Restaurant Operator Agreement to Conduct Food and Beverage Operations at the North Palm Beach Country Club with Lessing's Florida Ventures, LLC, a copy of is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the First Amendment on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**FIRST AMENDMENT TO RESTAURANT OPERATOR AGREEMENT**

**BETWEEN**

**VILLAGE OF NORTH PALM BEACH**

**AND**

**LESSING'S FLORIDA VENTURES, LLC**

This First Amendment, dated November \_\_\_\_, 2024, will amend the Restaurant Operator Agreement ("Agreement") by and between **VILLAGE OF NORTH PALM BEACH** ("Village") and **LESSING'S FLORIDA VENTURES, LLC**. ("Lessee") dated August 12, 2024 ("Effective Date") as specified below.

**WHEREAS**, the Village and Lessee entered into an agreement dated August 12, 2024, where Lessee was to provide, *inter alia*, food service operations at Client's premises, as more particularly described in the Agreement; and

**WHEREAS**, the Lessee has proposed making a substantial capital commitment and improvement to the Village facility to construct a "New Pavilion"; and

**WHEREAS**, the Village agrees that the improvement would be beneficial to the Village facility and recognizes the need to amortize Lessee's capital improvement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Conflict. In the event there is a discrepancy or duplication contained within this First Amendment, as opposed to the Agreement, it is mutually agreed and understood by and between the parties hereto that the provisions contained in the within First Amendment shall be deemed to be superseding and binding as to any other similar or conflicting provision in the Agreement.

2. Amendment.

*Section 1 is hereby amended and replaced as follows:*

A. Upon the terms and conditions hereinafter contained, and in consideration for the payment of rent hereinafter provided, and for and in consideration of the performance by LESSEE of its other obligations hereinafter contained, the VILLAGE does

hereby lease, let and demise unto LESSEE, and LESSEE hereby leases from the VILLAGE, the following facilities within the Country Club:

The Restaurant (air-conditioned area with Nano doors and covered outdoor dining terrace), the Grill Room (air-conditioned area, covered outdoor dining terrace, and pass-through bar seating), the Banquet Room, the Snack Shack, the **New Pavilion** and designated storage areas within the Clubhouse (“Exclusive Use Premises”), together with non-exclusive right to the use of the South Patio, the Garden Patio and Putting Green Patio, the covered front entry, the pool deck, the event lawn, restrooms, and other public areas in and around the Clubhouse, as well as the Pavilion Structure Area (to be constructed by LESSEE), Golf Course, Driving Range, and Tennis Center for food and beverage sales, including alcoholic beverages (“Non-Exclusive Use Premises” and together with the Exclusive Use Premises, the “Premises”).

*Section 7 is hereby amended and replaced as follows:*

A. Within twenty (20) days of the Lease Commencement Date, LESSEE shall pay to the VILLAGE the sum of Two Hundred Thousand Dollars (\$200,000) as a capital contribution to be used at the VILLAGE’s discretion. Additionally, during the Initial Term and Renewal Term, LESSEE shall invest a total of One Million Dollars (\$1,000,000) in capital improvements to the facilities used by LESSEE for Food and Catering Services, including the Banquet Room. LESSEE shall provide the VILLAGE with written documentation of all such capital investments prior to October 1<sup>st</sup> of each year, commencing on October 1, 2025.

B. The LESSEE shall amortize its \$1,200,0000 “Capital Investments” set forth in Section 7 (A) over the period of ten (10) years. **The LESSEE shall amortize the hard costs of its New Pavilion construction budget of \$1,213,081.60, or such amount as shall be accurately calculated at the end of construction, over the Second and Third Renewal Terms.** Upon expiration of this Agreement or earlier termination of this Agreement by either party for any reason whatsoever (such date being referred to as the “Termination Date”) prior to the complete amortization of the investment, VILLAGE shall reimburse the LESSEE for the unamortized balance of all Capital Investments actually expended, plus all accrued but unbilled interest as of the Termination Date which interest has accrued from the date the investment was finalized at a five percent (5%) interest rate. Title to the capital improvements shall pass to VILLAGE upon completion of amortization or earlier payment to the LESSEE of the unamortized balance.

3. **Full Force and Effect.** Except as expressly modified by this First Amendment, all other terms and provisions of the Agreement remain in full force and effect.

4. Counterparts. This First Amendment may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original. This First Amendment may be executed via facsimile or other electronic means and shall be deemed to have the same legal effect as delivery of a signed original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed on the date indicated above.

VILLAGE OF NORTH PALM BEACH

LESSING'S FLORIDA VENTURES,  
LLC

By: \_\_\_\_\_

Name: Susan Bickel

Title: Mayor

By: \_\_\_\_\_

Name: Michael S. Lessing

Title: Managing Partner

ATTEST:

By: \_\_\_\_\_

Jessica Green, Village Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Village Attorney



Peacock + Lewis Architects and Planners, LLC.

**PROJECT NAME: NPBCC Lessings Hospitality**

COMMISSION NO.: 24-043

PRINT DATE: October 31, 2024

Construction Cost (Hard Costs) - rough estimate based on \$/SF per schematic drawings by P+L dated October 25, 2024		Area (SF)	\$/SF	Estimate
Open Air Pavillion	Open Air Pavillion	1,807	\$400.00	\$722,800.00
				\$0.00
				\$0.00
<b>Subtotal for Buildings</b>				<b>\$722,800.00</b>
	Additional Hard Cost Items			
	- Landscaping/Hardscaping			\$250,000.00
	Builders O.H. and Profit (7%)			\$68,096.00
<b>Subtotal Hard Costs</b>				<b>\$1,040,896.00</b>
Construction and Design Contingency 10% of Subtotal				\$104,089.60
<b>TOTAL ESTIMATED HARD COSTS</b>				<b>\$1,213,081.60</b>

Probable list of soft cost items - Allowances			Estimate
	A/ E/ ID Design fees 10% of the construction cost before Contingency		\$104,089.60
	Other Professional (2% of the construction cost before Contingency)		\$20,817.92
	Builders Risk: pending # from Builder approx. (2%)		\$20,817.92
	Permit fees: (2%)		\$20,817.92
	Owner's rep (if desired)		
	Low Voltage (Audio/Video/POS/Telephone/Tvs) - ESTIMATE		\$30,000.00
Owner Contingency	10% of total Hard Cost		\$104,089.60
	Hazardous Waste Survey (if needed)		\$0.00
	Bar Equipment (125 s.f.)	125	\$500.00 \$62,500.00
	FF&A Estimate (not including chavari chairs for ceremony set up)		\$222,712.00
	<b>TOTAL</b>		<b>\$585,844.96</b>

<b>TOTAL ALL IN ESTIMATE</b>	<b>\$1,798,926.56</b>
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