



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, FEBRUARY 27, 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

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

AWARDS AND RECOGNITION

1. Award - Business of the Season (spring) - Lott Brothers, Inc.
2. Proclamation - Let's Move Palm Beach County Month

APPROVAL OF MINUTES

3. Minutes of the Regular Session held January 9, 2025

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.

- 4. RESOLUTION** – Approving a Third Amendment to the Contract for Building Department Services with C.A.P. Government, Inc., to increase the total amount of compensation for Fiscal Year 2025 from \$50,000 to \$150,000 and authorizing the Village Manager to execute the Third Amendment.
- 5.** Receive for file Minutes of the Business Advisory Board meeting held 1/21/25.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 6. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-03 – CODE AMENDMENT – PERMISSIBLE TIME FOR CONSTRUCTION ACTIVITY** Consider a motion to adopt and enact on second reading Ordinance 2025-03 amending Article VI, "Noise Control," of Chapter 19, "Offenses and Miscellaneous Provisions," of the Village Code of Ordinances by amending Section 19-104, "Permissible Hours of Construction Activity," to modify the permissible times for construction activity and the use of power-driven machinery.
- 7. PUBLIC HEARING AND 2ND READING OF 2025-04 – CODE AMENDMENT – PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES** Consider a motion to adopt and enact on second reading Ordinance 2025-04 amending Division 4, "Pension and Certain other Benefits for Fire and Police Employees," of Article V, "Pensions and Retirement Systems," of Chapter 2 "Administration," of the Village Code of Ordinances to implement changes to Retirement Benefits resulting from Collective Bargaining with the Union representing the Village's Firefighter employees.
- 8. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-05 – GENERAL FUND BUDGET AMENDMENT** Consider a motion to adopt and enact on second reading Ordinance 2025-05 amending the adopted General Fund Budget to provide funding for the purchase of real property for a new Public Works Department Facility; transferring \$1,065,000 from the Unassigned Fund Balance to the Capital Projects Fund Public Works Land Acquisition Capital Account.

OTHER VILLAGE BUSINESS MATTERS

- 9. RESOLUTION – DECLARING VARIOUS COUNTRY CLUB EQUIPMENT AS SURPLUS** Consider a motion to adopt a resolution declaring equipment from food and beverage operations as Surplus Property and authorizing its disposal.
- 10. RESOLUTION – PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS** Consider a motion to adopt a resolution urging the Florida State Legislature to enact legislation to provide a public records exemption for Municipal Clerks and employees who perform municipal elections work or have any part in the code enforcement functions of a municipality.

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
JANUARY 09, 2025

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
Marquetta Fells, Deputy 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 #10 – Resolution – First Amendment to Restaurant Operator Agreement.

Mayor Bickel asked for a moment of silence for the people in California dealing with the wildfires, praying for all and the First Responders.

Mayor Bickel recognized Fire Chief JD Armstrong for 43 years of service with the Village of North Palm Beach.

Fire Chief Armstrong expressed his gratitude in an acceptance speech. Mayor Bickel concluded the recognition of Chief Armstrong with photos of Chief Armstrong and Fire Staff.

APPROVAL OF MINUTES

The Minutes of the Regular Session held December 12, 2024 were approved as written.

STATEMENTS FROM THE PUBLIC

Walter Eckler, 2671 Lorraine Court, expressed concern with the storm drain issues on Lorraine Court. Mr. Eckler discussed a notice that was received advising residents to clean their sidewalks.

STATEMENTS FROM THE PUBLIC *continued*

Mr. Eckler explained to Council that residents' sidewalks were dirty due to the storm drain issues in the area.

Mr. Huff and Mayor Bickel addressed Mr. Eckler's concerns regarding the storm drains on Lorraine Court, provided updates and stated that a plan was in place to work on Lorraine Court.

Deanna McCaffery, 2672 Lorraine Court, discussed the flooding/storm drain concern on Lorraine Ct. questioning the pressure cleaning notice that was received. Ms. McCaffery discussed a neighboring house and shared photos with Council. Ms. McCaffery asked Council for assistance with the removal of rodents and trash.

Mr. Huff stated that he and Mr. Rubin have been working with the Clerk of Courts to have the residents of the neighboring house removed.

John Samadi, 512 Marlin Road, Mr. Samadi discussed with Council his encounter with the current Building Official, outlining his ideas and suggestions that were presented to the Building Official stating that the ideas would save the Village and resident's time and money by increasing production time.

CONSENT AGENDA APPROVED

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

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.

Receive for file Minutes of the Environmental Committee meetings held 11/4/24 and 12/2/24.

Receive for file Minutes of the Planning, Zoning, and Adjustment Board meetings held 11/12/24 and 12/3/24.

Receive for file Minutes of the Recreation Advisory Board meeting held 11/12/24.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

DECLARATION OF EX PARTE COMMUNICATIONS

Mayor Bickel stated that she had a conversation with a resident regarding the proposed Minor PUD Amendment to the Prosperity Village Planned Unit Development

ORDINANCE 2025-02- DISSOLVING OF THE GOLF ADVISORY BOARD AND FORM A NEW COUNTRY CLUB ADVISORY BOARD

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt on first reading Ordinance 2025-02 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, 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;" PROVIDING FOR BOARD CREATION, TERMS, COMPOSITION AND DUTIES;

ORDINANCE 2025-02- DISSOLVING OF THE GOLF ADVISORY BOARD AND FORM A NEW COUNTRY CLUB ADVISORY BOARD *continued*

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

Mr. Rubin began the presentation with informing Council and the Public that there were missing items to be included with the back-up. Mr. Rubin discussed and explained the missing items. Mr. Rubin provided an overview of the Golf and Country Club Advisory Boards outlining the components of each board. Mr. Rubin discussed and explained the suggested representatives for the proposed Country Club Advisory Board. Mr. Rubin concluded by discussing the duties of the representatives of the board including terms.

Mayor Bickel opened Public Comment

Rich Pizzolato, 1618 Twelve Oaks, expressed concern with dissolving the Golf Advisory Board. Mr. Pizzolato discussed and explained an outline of the Golf Advisory Board's duties and provided examples. Mr. Pizzolato stated that the Golf Advisory Board did not support the proposed ordinance on first reading as it was currently written.

Russell Beverstein, 415 U.S.1 #210, provided approximate estimates of losses and gains the pool and tennis facilities and golf were projected to lose or receive in Fiscal Year 2025. Mr. Beverstein stated that golf was the main driver of the Country Club.

Mayor Bickel concluded Public Comment and opened Council discussion.

Councilmember Puyol discussed the percentage of revenue generated by golf, reviewed the benefits of a social dining membership at the Country Club and expressed disapproval of having the proposed Country Club Advisory Board consist of one member with a social dining membership. Councilmember Puyol proposed the question to Council if the Advisory Boards would participate in preparing the Annual Budget prior to being reviewed by Council, which would result in more eyes reviewing all expenses.

Council discussion ensued regarding the representation and duties of the proposed Country Club Advisory Board members and liaisons.

President Pro Tem Interlandi stated that having a mixture of representation and duties was important for the committee combining the operations of the club as a whole could possibly be profitable for the Country Club as a whole.

Vice Mayor Searcy ensued in discussion with Country Club General Manager Beth Davis regarding the Country Club's Social Dining Members.

Country Club General Manager Beth Davis recommended having a Lessings Representative attend all meetings.

Discussion continued between Ms. Davis and Council regarding staff representatives that will attend all meetings.

ORDINANCE 2025-02- DISSOLVING OF THE GOLF ADVISORY BOARD AND FORM A NEW COUNTRY CLUB ADVISORY BOARD *continued*

Vice Mayor Searcy recommended having two (2) persons at large. Stating that the golf course at the Country Club earns the majority of the value but does not add all of the value. The pool, tennis and the restaurant also add value to the community. The golf course is a municipal course. The board represents the municipality and the board should represent the entire community not just one part of it.

Discussion ensued between Councilmembers regarding the consistency of the proposed Country Club Advisory Board membership.

Vice Mayor Searcy made a motion to amend Ordinance 2025-02 to eliminate one (1) person representing a Social Dining membership on the Country Club Advisory Board to instead have two (2) people representing the community at large. President Pro Tem Interlandi seconded the motion. Thereafter the motion to approve Ordinance 2025-02 as amended passed 4 to 1 with Mayor Bickel, Vice Mayor Searcy, President Pro Tem Interlandi, and Councilmember Garrison voting aye and Councilmember Puyol voting nay.

PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-01- CODE AMENDMENT- CONSTRUCTION SITE STANDARDS

A motion was made by Vice Mayor Searcy and seconded by Councilmember Puyol to adopt and enact on second 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 discussed and explained the amendments and provisions that Council recommended to be added during the first reading of Ordinance 2025-01. The provisions that were incorporated were prohibiting construction vehicles being parked overnight in the right-of-way, including swales between 8 p.m. to 7:30 a.m., include notifying Fire Rescue of all road closures, screening to the toilet facilities to the fullest extent practicable, and lastly to add temporary construction fence requirements to be added to all sites except single family homes except for renovations that were less than 50% of the value. Mr. Rubin explained and discussed the remaining regulations for temporary construction fencing.

Mayor Bickel opened the Public Hearing. There being no public comment cards on the item Mayor Bickel closed the Public Hearing.

Mayor Bickel opened Council discussion.

Councilmember Puyol stated that the construction times that were discussed at the prior Council meeting were to be 7:30 am-6pm expressing concern with working after 8pm. Councilmember Puyol recommended more specific language in the ordinance regarding the Port-O-Johns screening.

PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-01- CODE AMENDMENT-
CONSTRUCTION SITE STANDARDS *continued*

Council discussion ensued.

Mr. Rubin provided clarification to Council regarding construction hour revisions being incorporated into the Village code by a separate ordinance and stated that the Building Official would approve all screen permits.

President Pro Tem Interlandi ensued in discussion.

Council agreed that all Port-O-Johns should be required to be behind a fence or screened.

Vice Mayor Searcy expressed concern with company signage.

Mr. Rubin discussed signage regulations including the upcoming sign-code revisions, stating there should only be one (1) sign during construction.

Vice Mayor Searcy expressed her concerns with workers blocking the roadway, and provided alternate solutions. Vice Mayor Searcy suggested requiring a flagger to direct traffic if construction/lawn workers were going to block the roadway for more than 10 minutes.

Council discussion ensued.

Thereafter, the motion to adopt and enact Ordinance 2025-01 on second reading passed unanimously.

OTHER VILLAGE BUSINESS MATTERS

RESOLUTION 2025-02 MINOR PUD AMENDMENT- PROSPERITY VILLAGE PLANNED
UNIT DEVELOPMENT

A motion was made by Councilmember Puyol and second by Councilmember Garrison to adopt Resolution 2025-02 entitled:

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.

Mrs. Gardner-Young provided Council with an overview of the proposed PUD Amendment and introduced the applicant. Mrs. Gardner-Young explained that the HOA was requesting a modification to a model Modern Style Home 5/12 roof pitch to a 4/12 roof pitch. Mrs. Gardner-Young explained why the amendment did not get to the Planning, Zoning and Adjustment Board.

Zach Ciciera of Cotleur & Hearing, began a presentation regarding the request to reduce the roof pitch to the Modern Style Homes in Prosperity Village. Mr. Ciciera provided Council with an overview of home designs in the Community and explained the reasons for the modification of the home design. Mr. Ciciera concluded the presentation stating that the revisions would provide a variety architectural styles.

RESOLUTION 2025-02 MINOR PUD AMENDMENT- PROSPERITY VILLAGE PLACE
continued.

Mayor Bickel opened Public Comment.

Deborah Cross, 2560 Pepperwood Circle, expressed concern with the proposed amendment beginning with the changes to the roof design, the appearance of the community, as well as the landscaping in the area. Mrs. Cross questioned how the new roof design would affect the homes that were built under the old design and roof guidelines. Lastly, Mrs. Cross addressed fencing in the area and the public park being enclosed within the community.

Mayor Bickel concluded Public Comment, Mayor Bickel opened Council discussion.

Vice Mayor Searcy expressing concern with the current homes in the community built under the old guidelines stating that changing the style does not seem fair to the existing homeowners.

Mayor Bickel disclosed that the amendment should have gone before the Planning, Zoning, and Adjustment Board prior to council.

President Pro Tem Interlandi ensued in discussion with the applicant regarding the facade and the style of the homes.

Mayor Bickel discussed the proposed PUD amendment with Mr. Ciciara and one of the builders who was currently building homes in Prosperity Village

The builder explained that the changes would provide diversity in the home selection in the community.

President Pro Tem Interlandi ensued in discussion with Mrs. Gardner-Young regarding roof pitches within the Village and tree preservation requirements.

Councilmember Puyol ensued in discussion with the Project Builder confirming that the changes in the roof would provide options. Councilmember Puyol stated that it would give the buyers options also provide better hurricane protection

Mayor Bickel asked Mrs. Gardner-Young to speak to Mrs. Cross regarding her concerns.

Thereafter, the motion to adopt Resolution 2025-02 passed 4 to 1, with Mayor Bickel, President Pro Tem Interlandi, Councilmember Garrison and Councilmember Puyol voting aye and Vice Mayor Searcy voting nay.

RESOLUTION 2025-03 – PURCHASING POLICY REVISION

A motion was made by Councilmember Garrison and second by President Pro Tem Interlandi to adopt Resolution 2025-03 entitled:

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.

RESOLUTION 2025-03 – PURCHASING POLICY REVISION *continued*

Deputy Village Manager Samia Janjua began explaining the current Purchasing Policy stating the Village's thresholds was one of the lowest compared to neighboring municipalities. Mrs. Janjua stated that increasing the thresholds would enhance vendor participation, improve operational efficiency, and lastly align the Village with neighboring municipalities. Mrs. Janjua detailed the departments and contracts and explained how the new thresholds would affect and impact those departments, particularly the Public Works Department.

Mayor Bickel opened Public Comment.

John Samadi, 512 Marlin Road, expressed his concern with the current and proposed Purchasing Policy.

Mayor Bickel closed Public Comment and opened Council discussion.

Mayor Bickel expressed support for the purchasing threshold increase for Department Heads, Supervisor Designees, and Deputy Village Manager. Mayor Bickel identified the items that would need discussion such as bidding and the Village Manager's threshold.

President Pro Tem Interlandi requested clarification and assurance on the bidding and three (3) quote process.

Council discussion ensued.

Mr. Rubin provided Council an understanding of the difference between bidding, the three (3) quote process and lastly the RFP or RFQ process depending on the project.

Vice Mayor Searcy ensued in discussion with Public Works Director Chad Girard.

Mr. Girard provided a brief overview of the solicitation process.

Council discussion ensued regarding the process if staff was unable to attain three (3) written quotes such as the single source, sole source and lastly generating a memo explaining the purchase.

Mayor Bickel expressed support for the bidding process, expressing concern for the Village Manager's threshold.

Mrs. Janjua provided an explanation to Council detailing the Village Manager's signing and purchasing threshold including three (3) quotes.

Councilmember Garrison gave her input and experience with purchasing thresholds and recommended raising the Village's purchasing thresholds.

President Pro Tem Interlandi request for clarification on purchasing thresholds, emergency order thresholds, and blanket purchase order thresholds.

RESOLUTION 2025-03 – PURCHASING POLICY REVISION *continued*

Mrs. Janjua addressed President Pro Tem's questions stating that if the Village Manager needed to exceed the provided threshold he would then advise Council at the next meeting of the emergency purchase. Mrs. Janjua explained that some blanket purchase orders would be added to consent versus taking action on each item. Mrs. Janjua explained each level of approval that would take place with each purchase and concluding with the Village Manager's approval.

President Pro Tem Interlandi proposed to have Council receive a monthly report sent to notify Council of the charges made for the month.

Mrs. Janjua confirmed that a list could be provided to Council monthly that would include all of the purchase orders issued.

Councilmember Puyol clarified purchasing spending limits requiring quotes, stating anything over \$100,000.00 should require three (3) quotes.

Mr. Girard ensued in discussion with Council explaining the bid and scope of work process including the RFP and RFQ.

President Pro Tem Interlandi proposed a question to Councilmember Puyol asking why he thinks the bid process is better than the three (3) quote process.

Councilmember Puyol discussed and explained his reasoning for preferring the bid process versus obtaining three (3) quotes.

Discussion continued between Mr. Girard and Councilmembers regarding the bid process versus the quote process.

Police Chief Jenkins addressed Council and explained that the spending threshold reflects on staff integrity. Vendors would be more likely to go to a neighboring municipality that does not have to jump through hoops for getting business. Chief Jenkins stated that there was no difference between quotes and bids from an integrity perspective.

Council discussion ensued.

Vice Mayor Searcy proposed the question to Mr. Girard of how to get new service providers or vendors involved to provide services the Village.

Council discussion continued.

A motion was made by President Pro Tem Interlandi and seconded by Councilmember Puyol to amend Resolution 2025-03 to provide for a \$150,000.00 threshold for the bidding process and keep everything else the same.

Thereafter, the motion to amend Resolution 2025-03 passed unanimously.

Councilmember Garrison suggested committing to staff to review the numbers and revisit the threshold in six (6) months and Council agreed.

RESOLUTION 2025-03 – PURCHASING POLICY REVISION *continued*

Mr. Rubin advised Council to pass the main motion.

Thereafter, the motion to adopt Resolution 2025-03 as amended passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

President Pro Tem Interlandi ensued in a discussion regarding the Public Records Act. President Pro Tem provided details of the monthly report that is received from the Clerk’s Office; suggesting that Council also receive and review the Public Records Report.

Council discussion ensued.

Vice Mayor Searcy recommended that staff not receive resident calls on the weekend and on their personal cell phones.

Mayor Bickel and Deputy Village Clerk Fells ensued in discussion. Ms. Fells provided Council with an overview of the Public Records Request process utilized by the Village Clerk’s office.

Vice Mayor Searcy proposed to Mr. Huff to discuss with staff a Public Records Request process that would best mitigate staff time.

Vice Mayor Searcy thanked all staff for working during and after the Holiday Season.

Mayor Bickel notified Council that she would not be in attendance at the next meeting scheduled for January 23, 2025.

Mr. Huff stated that there may not be a Council meeting on January 23rd and would confirm with Council at a later date.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff provided Council updates on the US-1 Replacement Bridge scheduled for February 10, 2025. Mr. Huff provided details on the scheduled Public Meeting and Pre-Construction meeting that will be held for the public to meet with FDOT and the contractor in the Village Library Obert Room.

Mayor Bickel and Mr. Huff provided clarification that two (2) lanes of traffic in both directions will remain open during construction.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:06 p.m.

Marquetta Fells, Deputy Village Clerk

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

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Valentino Perez, Building Official
DATE: February 18, 2025
SUBJECT: **RESOLUTION – Approving a Third Amendment to the Contract for Building Department Services with C.A.P. Government Inc., increasing the total compensation for Fiscal Year 2025 to \$150,000.**

In March 2024, the Village issued a solicitation for building department services on an as-needed basis. Two proposals were received in response to the Request for Proposals, and the Selection Committee recommended executing non-exclusive contracts with both firms. One of the selected firms was C.A.P. Government, Inc. (CAP). On June 27, 2024, the Village executed a Contract for Building Department Services with CAP, capping total compensation at \$50,000 per fiscal year. In 2024, the Village Council approved two amendments to the Contract to increase the total amount of compensation for the prior fiscal year (FY 2024).

Since October, the Village has required additional services from CAP due to staffing shortages and turnover of Building Officials. The Building Division has relied on contract building inspectors, a contract Building Official, and contract plan reviewers. During October and November, the average monthly hours for all positions reached approximately 200 hours. As a result, the available funds are insufficient to maintain CAP’s services through the end of Fiscal Year 2025.

To address this shortfall, staff is requesting an amendment to the Contract with C.A.P. Government, Inc. to increase the total compensation by \$100,000, bringing the total to amount of compensation for Fiscal Year 2025 to \$150,000.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Building	A6019-33190	Professional Services	\$150,000

Recommendation:

Village Staff recommends Village Council consideration and approval of the attached Resolution approving a Third Amendment to the Contract for Building Department Services with C.A.P. Government, Inc. to increase the total compensation for Fiscal Year 2025 from \$50,000 to \$150,000, with funds expended from Account No. A6019-33190 (Building – Professional Services), and authorizing the Village Manager to execute the Third 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 THIRD AMENDMENT TO THE CONTRACT FOR BUILDING DEPARTMENT SERVICES WITH C.A.P. GOVERNMENT, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2025 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE THIRD AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2024-52, the Village Council authorized the Village Manager to execute a Contract for Building Department Services with C.A.P. Government, Inc. in an amount not to exceed \$50,000 during any single fiscal year; and

WHEREAS, through the adoption of Resolution No. 2024-72 on August 22, 2024, the Village Council approved an Amendment to the Contract to increase the total amount of compensation for Fiscal Year 2024 to \$100,000; and

WHEREAS, through the adoption of Resolution No. 2024-90 on September 26, 2024, the Village Council approved a Second Amendment to the Contract to again increase the total amount of compensation for Fiscal Year 2024 to \$160,000; and

WHEREAS, due to continued staffing shortages within the Building Division, Village Staff requested to increase the total amount of compensation for Fiscal Year 2025 from \$50,000 to \$150,000; and

WHEREAS, the Village Council determines that the approval of the Third Amendment to the Contract for Services 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 hereby approves a Third Amendment to the Contract for Building Department Services with C.A.P. Government, Inc. to increase the total amount of compensation for Fiscal Year 2025 from \$50,000 to \$150,000, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Third Amendment on behalf of the Village. The compensation paid to C.A.P. Government, Inc. shall be expended from Account No. A6019-33190 (Building – Professional Services).

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 be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

THIRD AMENDMENT TO CONTRACT FOR SERVICES

THIS THIRD AMENDMENT is made and entered on this ____ day of _____, 2025, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **C.A.P. Government, Inc.**, a Florida corporation (“Contractor”).

RECITALS

WHEREAS, June 27, 2024, based on its Response to the Request for Proposals issues by the Village, the Village executed a five-year Contract with Contractor for Building Department Services (“Contract”); and

WHEREAS, the Contract capped the total amount of compensation at \$50,000 per fiscal year; and

WHEREAS, on August 22, 2024, the parties executed an Amendment to the Contract to increase the total amount of compensation to \$100,000 for Fiscal Year 2024; and

WHEREAS, on September 26, 2024, the parties executed a Second Amendment to the Contract to increase the total amount of compensation to \$160,000 for Fiscal Year 2024; and

WHEREAS, due to continued personnel issues within the Village’s Building Division and an increased demand for Contractor’s services, the Village and Contractor have agreed to increase the total amount of compensation for Fiscal Year 2025.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Contract, as amended, the sufficiency of which is hereby acknowledged by the parties, the Village and the Contractor agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. Section 5(a) of the Contract is hereby amended to increase the total amount of compensation payable by the Village to Contractor for Fiscal Year 2025 to **One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00)**.
3. To the extent not expressly modified herein, all other provisions of the Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to the Contract for Services as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: _____
Charles D. Huff, Village Manager

**CONTRACTOR:
C.A.P. GOVERNMENT, INC.**

By: _____
Print Name:
Title:

RESOLUTION 2024-52

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING PROPOSALS FROM SELECTED FIRMS TO PROVIDE BUILDING DEPARTMENT SERVICES TO THE VILLAGE ON AN AS NEEDED BASIS AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE CONTRACTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued a Request for Proposals (“RFP”) for Building Department services, including, but not limited to plan review, permit inspections, building official duties, and assistance with permit processing; and

WHEREAS, the Village received two proposals in response to the RFP, and the Selection Committee recommended executing non-exclusive Contracts with both firms; and

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

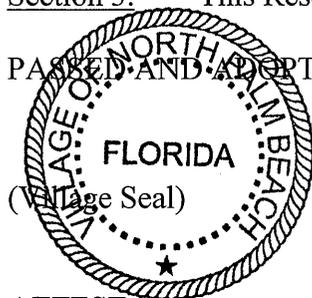
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing “whereas” clauses are hereby ratified and incorporated herein.

Section 2. The Village Council hereby accepts the Proposals for Building Department services submitted by the following firms: C.A.P. Government, Inc. and GFA International, Inc. d/b/a Universal Engineering Services. The Village Council further authorizes the Village Manager to execute five (5) year non-exclusive Contracts with both firms in an amount not to exceed \$50,000 during any single fiscal year, subject to review by the Village Attorney as to form and legal sufficiency.

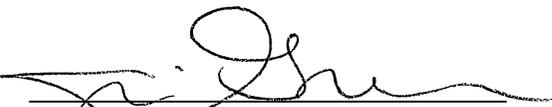
Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 27TH DAY OF JUNE, 2024.



ATTEST:


MAYOR


VILLAGE CLERK

CONTRACT FOR SERVICES

THIS CONTRACT is entered on 27th day of June, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **C.A.P. Government, Inc.**, a Florida corporation (“Contractor”).

RECITALS

WHEREAS, the Village issued a Request for Proposals for Building Department Services (“RFP”), and Contractor submitted a Proposal in response to the RFP; and

WHEREAS, the Village wishes to retain the services of Contractor, and Contractor has agreed to provide Building Department Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Contractor agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Contract as true and correct statements.

SECTION 2: CONTRACTOR’S SERVICES AND COMPENSATION. Contractor shall provide Building Department Services to the Village on an as needed, non-exclusive basis as directed by the Building Official and as described in the RFP for Building Department Services. Both the RFP and Contractor’s Proposal are hereby incorporated herein by reference. The Village shall compensate Contractor for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Contract, it being understood that Contractor will act hereunder as an independent contractor and none of Contractor’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Contractor pursuant to this Contract shall have any claim under this Contract or otherwise against the Village for compensation of any kind under this Contract. The relationship between the Village and Contractor is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, AND TERMINATION.

a. **Term.** The term of this Contract shall commence upon the approval of this Contract by the Village and shall continue for a five (5) year term or until either party terminates this Contract as set forth herein. This Contract may be extended for two (2) additional one-year terms upon mutual consent of Contractor and the Village Manager and approval by the Village Council.

b. **Time for Completion.** Time is of the essence in the performance of this Contract. Upon direction from the Building Official, Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or Village may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the Contractor or Village shall resume its performance as soon as is reasonably possible. Upon the Contractor's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Contractor's failure to perform was without its or its subcontractors' fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Contract at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Contract is terminated before the completion of all services by the Contractor, the Contractor shall:

1. Stop services on the date and to the extent specified including without limitation services of any subcontractors; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Contract is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Contractor of such occurrence and either the Village or Contractor may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Contractor for all services performed under this Contract through the date of termination.

SECTION 5: COMPENSATION

a. Payments. The Village agrees to compensate the Contractor in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Contractor during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00).** The

Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of Contractor providing services to the Village under this Contract which exceed the amount set forth above, unless prior written approval has been obtained by the Contractor.

b. Invoices. Contractor shall render monthly invoices to the Village for services that have been rendered in conformity with this Contract in the previous month. The invoices shall specify the services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Contractor's invoice.

SECTION 6: INDEMNIFICATION.

a. The Contractor, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the services under this Contract. The Village agrees to be responsible for its own negligence.

b. 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 the Contractor, nor shall this Contract be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Contract in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Contract.

SECTION 8: PERSONNEL. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 9: SUBCONTRACTORS. The Village reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. All subcontractors providing professional services to the Contractor under this Contract will also be required to provide their own insurance coverage identical to those contained in this Contract. In the event that a subcontractor does not have insurance or does not meet the insurance limits as stated in this Contract, Contractor shall indemnify and hold harmless the Village for any claim in excess of the subcontractor's insurance coverage, arising out of the negligent acts, errors, or omissions of the subcontractor. Contractor shall not charge an administrative fee or surcharge on any subcontractor's services; all subcontractor costs shall be a direct pass-through cost to the Village.

SECTION 10: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the Village’s Tax Exemption Number.

SECTION 11: INSURANCE.

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

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Contractor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker’s Compensation	\$ statutory limits

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

c. Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party,

in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

SECTION 13: GOVERNING LAW, VENUE AND REMEDIES. 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.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

SECTION 15: ACCESS AND AUDITS. The Contractor shall maintain adequate records to justify all payments made by the Village under this Contract for at least three (3) years after completion of this Contract and longer if required by applicable federal or state law. 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 the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 18: SEVERABILITY. 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.

SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The Contractor further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Village and the Contractor agree that the Village shall have the right to immediately terminate this Contract if the Contractor, its authorized subcontractors or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

SECTION 20: NOTICE. All notices required in this Contract shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of North Palm Beach
Attn: Village Manager
501 US Highway 1
North Palm Beach, FL 33408

and if sent to the Contractor, shall be sent to:

C.A.P. Government, Inc.
Attn: Carlos A. Penin, President
343 Almeria Avenue
Coral Gables, FL 33134

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF CONTRACT. The Village and the 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.

SECTION 22: WAIVER. 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.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Contract and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Contract shall be deemed material. In the event Contractor fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and Village may at its option provide notice to the Contractor to terminate for cause.

SECTION 25: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the Village. The Effective Date is the date this Contract is executed by the Village.

SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation

either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. 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.

SECTION 28: COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of this Contract and Exhibit, the Request for Proposals, and the Contractor's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Contract and Exhibit, the Request for Proposals, and the Contractor's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Contractor pursuant to this Contract shall become the property of the Village upon delivery. The Contractor may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Contract, on behalf of the Contractor, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

SECTION 33: PUBLIC RECORDS. The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.

(b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

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

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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE VILLAGE OF NORTH PALM BEACH AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

SECTION 34: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Contract.

SECTION 35: E-VERIFY. Contractor warrants and represents that Contractor and all sub-Contractors are in compliance with Section 448.095, Florida Statutes, as may be amended. The 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 sub-Contractor stating that the sub-Contractor does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the 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 belief that a sub-Contractor has knowingly violated Section 448.09(1), Florida Statutes, but the Contractor has otherwise complied, it shall notify the Contractor, and the Contractor shall immediately terminate its agreement with the sub-Contractor.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Services as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: DocuSigned by:
Chuck Huff
5E233351D0684D3...
Charles D. Huff, Village Manager

**CONTRACTOR:
C.A.P. GOVERNMENT, INC.**

By: DocuSigned by:
Carlos A. Penin
A0B88851494A466...
Print Name: Carlos A. Penin
Title: President

EXHIBIT "A"

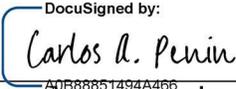
HOURLY RATES

Building Official	\$97.50
Building Inspector	\$82.50
Plan Reviewer	\$90.00
Permit Technician	\$45.00

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 **C.A.P. Government, Inc.**
3. **C.A.P. Government, Inc.** 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: Carlos A. Penin
Title: President

CONTRACT FOR SERVICES

THIS CONTRACT is entered on 27th day of June, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **GFA International, Inc.**, a Florida corporation, **d/b/a Universal Engineering Services** (“Contractor”).

RECITALS

WHEREAS, the Village issued a Request for Proposals for Building Department Services (“RFP”), and Contractor submitted a Proposal in response to the RFP; and

WHEREAS, the Village wishes to retain the services of Contractor, and Contractor has agreed to provide Building Department Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Contractor agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Contract as true and correct statements.

SECTION 2: CONTRACTOR’S SERVICES AND COMPENSATION. Contractor shall provide Building Department Services to the Village on an as needed, non-exclusive basis as directed by the Building Official and as described in the RFP for Building Department Services. Both the RFP and Contractor’s Proposal are hereby incorporated herein by reference. The Village shall compensate Contractor for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Contract, it being understood that Contractor will act hereunder as an independent contractor and none of Contractor’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Contractor pursuant to this Contract shall have any claim under this Contract or otherwise against the Village for compensation of any kind under this Contract. The relationship between the Village and Contractor is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

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b. **Time for Completion.** Time is of the essence in the performance of this Contract. Upon direction from the Building Official, Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or Village may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the Contractor or Village shall resume its performance as soon as is reasonably possible. Upon the Contractor's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Contractor's failure to perform was without its or its subcontractors' fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

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a. The Contractor, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the services under this Contract. The Village agrees to be responsible for its own negligence.

b. 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 the Contractor, nor shall this Contract be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Contract in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Contract.

SECTION 8: PERSONNEL. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 9: SUBCONTRACTORS. The Village reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. All subcontractors providing professional services to the Contractor under this Contract will also be required to provide their own insurance coverage identical to those contained in this Contract. In the event that a subcontractor does not have insurance or does not meet the insurance limits as stated in this Contract, Contractor shall indemnify and hold harmless the Village for any claim in excess of the subcontractor's insurance coverage, arising out of the negligent acts, errors, or omissions of the subcontractor. Contractor shall not charge an administrative fee or surcharge on any subcontractor's services; all subcontractor costs shall be a direct pass-through cost to the Village.

SECTION 10: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the Village’s Tax Exemption Number.

SECTION 11: INSURANCE.

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

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Contractor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker’s Compensation	\$ statutory limits

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

c. Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party,

in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

SECTION 13: GOVERNING LAW, VENUE AND REMEDIES. 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.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

SECTION 15: ACCESS AND AUDITS. The Contractor shall maintain adequate records to justify all payments made by the Village under this Contract for at least three (3) years after completion of this Contract and longer if required by applicable federal or state law. 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 the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 18: SEVERABILITY. 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.

SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The Contractor further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Village and the Contractor agree that the Village shall have the right to immediately terminate this Contract if the Contractor, its authorized subcontractors or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

SECTION 20: NOTICE. All notices required in this Contract shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of North Palm Beach
Attn: Village Manager
501 US Highway 1
North Palm Beach, FL 33408

and if sent to the Contractor, shall be sent to:

GFA International, Inc. d/b/a Universal Engineering Services
Attn: Tom Mantano, Branch Manager
3921 Westgate Avenue
West Palm Beach, FL 33409

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF CONTRACT. The Village and the 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.

SECTION 22: WAIVER. 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.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Contract and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Contract shall be deemed material. In the event Contractor fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and Village may at its option provide notice to the Contractor to terminate for cause.

SECTION 25: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the Village. The Effective Date is the date this Contract is executed by the Village.

SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation

either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. 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.

SECTION 28: COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of this Contract and Exhibit, the Request for Proposals, and the Contractor's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Contract and Exhibit, the Request for Proposals, and the Contractor's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Contractor pursuant to this Contract shall become the property of the Village upon delivery. The Contractor may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Contract, on behalf of the Contractor, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

SECTION 33: PUBLIC RECORDS. The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.

(b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

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

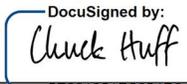
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE VILLAGE OF NORTH PALM BEACH AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

SECTION 34: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Contract.

SECTION 35: E-VERIFY. Contractor warrants and represents that Contractor and all sub-Contractors are in compliance with Section 448.095, Florida Statutes, as may be amended. The 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 sub-Contractor stating that the sub-Contractor does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the 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 belief that a sub-Contractor has knowingly violated Section 448.09(1), Florida Statutes, but the Contractor has otherwise complied, it shall notify the Contractor, and the Contractor shall immediately terminate its agreement with the sub-Contractor.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Services as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: 
 Charles D. Huff, Village Manager

**CONTRACTOR:
GFA INTERNATIONAL, INC. D/B/A
UNIVERSAL ENGINEERING SERVICES**

By: 
 Print Name: Tom Mantano
 Title: Branch Manager

EXHIBIT "A"

HOURLY RATES

Building Official	\$120.00
Building Inspector	\$100.00
Plan Reviewer	\$100.00
Permit Technician	\$ 65.00

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 **GFA International, Inc. d/b/a Universal Engineering Services**.
3. **GFA International, Inc. d/b/a Universal Engineering Services** 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: Tom Mantano
Print Name: Tom Mantano
Title: Branch Manager

Signed by:
Tom Mantano
D375A2145C0426C...

**VILLAGE OF NORTH PALM BEACH
BUSINESS ADVISORY BOARD
MEETING MINUTES
TUESDAY, JANUARY 21, 2025**

1. CALL TO ORDER

Chair Ronald Lantz called the meeting to order at 5:30 p.m.

2. ROLL CALL

Present: Mimi McAndrews, Nina Balgar (arrived 5:35 p.m.), Ronald Lantz, Brenda Robinson, Norma Mirsky, David Talley

Absent: James "Chip" Sebree

Staff: Caryn Gardner-Young, Community Development Director and Ashley Shipman, Parks & Recreation Director

3. APPROVAL OF MINUTES

- **Motion** to approve minutes from November 19, 2024, made by David Talley. Second by Brenda Robinson. **Motion passed** unanimously. (5-0)

4. PUBLIC COMMENTS

- None

5. OLDBUSINESS

What does the Board want to accomplish?

- Consideration of a Business Expo
 - Ms. Gardner-Young introduced Ashley Shipman, Parks Director, to discuss the Heritage Days Business Expo.
 - Ms. Shipman explained the Business Expo is part of Heritage Days, taking place from 12 PM to 5 PM on April 25th. The overall Heritage Days event runs from 12 PM to 8 PM. She presented the opportunity for the Business Advisory Board to participate in the Expo, noting a tent, table, and chairs would be provided, and the usual \$150 fee would be waived for the Board. Ms. Shipman stated the Expo can accommodate up to 28 businesses. Sign-ups begin February 1st at the Anchorage Building and online. Bill Egan, Recreation Supervisor, is the point of contact for the event.
 - Ms. Gardner-Young clarified the Board's interest in participating stems from a desire to increase their visibility within the business community.
 - Mr. Lantz suggested waiting until after February 1st to decide on reserving a table, to avoid taking a spot from another business if the Board is uncertain.
 - Ms. Gardner-Young emphasized the commitment involved in manning a table for five hours and the need for members to commit to the time. She also highlighted the need to plan what materials to display at the table, such as pamphlets or raffle items.
 - Mr. Lantz expressed his support for participating, having seen the event's success in attracting residents.

- Ms. Mirsky expressed interest but noted she could not commit to the full five hours due to potential scheduling conflicts.
- Mr. Lantz volunteered to fill in for any members unable to attend their assigned time slots.
- Ms. Gardner-Young confirmed with Ms. Shipman that she should reserve a table for the Board and would follow up to coordinate details.
- Ms. Shipman suggested contacting either herself or Bill Egan for further information.

6. NEW BUSINESS

- C-MU Sign Language -Jennifer Morton consultant
 - Ms. Gardner-Young introduced Alex Ahrenholz, a consultant from Jennifer Morton and Company, to present the draft C-MU (Commercial Mixed-Use District) signage regulations.
 - Alex explained the need for new signage regulations specific to the C-MU Zoning District along US 1, due to conflicts between existing sign setback requirements and the C-MU's form-based code. He presented a draft of the regulations, outlining five permitted sign types: canopy/awning signs, monument signs, projecting signs, wall signs, and window signs. Specific size limitations were proposed for canopy and monument signs.
 - Ms. Gardner-Young provided background on the CMU form-based code, emphasizing the intent to have buildings closer to the street frontage. She highlighted the need for input from the business community on the proposed sign regulations.
 - Vice Chair Balgar suggested signs should be easily visible from US 1, particularly building addresses, which are often difficult to see. She proposed placing business names near building addresses for easier identification.
 - Mr. Talley praised La Bamba's highly visible sign and suggested monument signs should be close to the street for better visibility.
 - Ms. Gardner-Young asked for clarification on Vice Chair Balgar's suggestion, confirming the desire to place business names and addresses in close proximity. She also suggested the possibility of mandatory building directories as an alternative solution for multi-tenant buildings.
 - Vice Chair Balgar supported the idea of building directories and suggested holding public hearings to gather input from businesses on the proposed regulations.
 - Ms. Gardner-Young confirmed public hearings would be held and emphasized the importance of gathering input from the business community to present to the Planning Zoning and Adjustment Board.
 - Vice Chair Balgar suggested incorporating building numbers into projecting signs perpendicular to buildings, similar to those found in strip malls.
 - Alex asked for clarification on conditional versus permitted sign types. He explained that monument signs and projecting signs are generally conditional, requiring additional review.
 - Ms. Gardner-Young explained the process for conditional sign approvals, including the requirement for a master sign plan for multi-tenant properties.
 - The Chair asked about the applicability of the new regulations to existing businesses. Ms. Gardner-Young explained an amortization period would be granted for existing signs to comply with the new regulations.
 - Ms. Gardner-Young summarized the key takeaways from the discussion: encourage business directories, ensure address visibility (ideally at the top of the sign), place monument signs closer to the street, and consider setbacks for wall signs.
 - **Motion** to support the recommendations discussed, made by David Talley. Second by Nina Balgar. **Motion passed** unanimously. (6-0)

- Business of the Season – Spring
 - Ms. Gardner-Young announced the completion of the Winter Business of the Season award, presented to Friends of MacArthur Park. She reviewed the five applications for the Spring Business of the Season: Las Catrinas (ineligible due to being in business for less than a year), Draft House, Lott Brothers, Marine Industries of Palm Beach, Royal Health Care Nursing Registry, and New Day Adult Care Center. She clarified that all businesses were nominated and provided the names of the nominators for each business.
 - Ms. Mirsky highlighted the importance of community participation as a criterion for selection. She noted some applications lacked specific details about community involvement. She expressed support for Lott Brothers and Marine Industries of Palm Beach, citing their community contributions.
 - Vice Chair Balgar inquired about Royal Health Care Nursing Registry. Ms. Ms. Gardner-Young provided a summary of their application.
 - Chair Lantz and Vice Chair Balgar expressed support for Lott Brothers.
 - **Motion** to nominate Lott Brothers for the Spring Business of the Season, made by David Talley. Second by Nina Balgar. **Motion passed** unanimously. (6-0)
 - Ms. Gardner-Young stated she would inform the applicants of the decision and encourage those not selected to reapply for the next season.

7. MEMBER COMMENTS

- Ms. Mirsky inquired about the status of the proposed newsletter to businesses. Ms. Gardner-Young agreed to follow up with the Public Information Officer (PIO) on the matter.
- Ms. Gardner-Young asked if the Board was aware of any new businesses opening. Ms. Mirsky mentioned a new exercise studio opening next door to an existing one, noting the unusual proximity.
- Vice Chair Balgar requested updates on several projects: Northlake and US-1, Twin City Mall, Yacht Club Drive, and the old Camelot Hotel. Ms. Gardner-Young provided updates on each project:
 - **200 Yacht Club Drive:** Approvals are in place, but the owner is reportedly looking to sell the parcels to a developer. Discussion ensued regarding the 200 Yacht Club Drive project and the reasons for the stalled development.
 - **Twin City Mall (US-1):** Received first reading approval from the Village Council, but second reading is pending due to ongoing negotiations.
 - **Camelot Parcel:** Ms. Gardner-Young stated she did not know status and will advise Board per email.

8. STAFF COMMENTS

- No additional staff comments.

9. ADJOURNMENT

- Meeting adjourned at 6:25 p.m.
- The next regular meeting of the Board is scheduled for February 18, 2025.

[Minutes prepared by T. Baclawski, Prototype-Inc.]

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: February 27, 2025

SUBJECT: **ORDINANCE 2nd Reading** – Amending Section 19-104 of the Village Code to modify the permissible times for construction activity and the use of power-driven machinery, tools, or equipment.

During the Village Council's discussion of the recently adopted Construction Site Standards Ordinance, the Village Council determined that it wished to modify the permissible times for construction activity within the Village.

The Village's noise regulations are set forth in Article VI of Chapter 19 of the Village Code of Ordinances. Section 19-104 regulates the permissible times for construction activity. Specifically, Section 19-104(a) of the Code currently provides that "it shall be unlawful for any person to do, perform or engage in any construction work, building, excavating, hoisting, grading, pile driving, pneumatic hammering, demolition, dredging, building alteration or repair work between the hours of 8:00 p.m. of one day and 8:00 a.m. the next day if any such activity shall cause unreasonable noise as defined in section 19-99 above." No construction activity shall be permitted on Sundays or legal holidays.

Unreasonable noise is defined by Section 19-99 of the Village Code as follows:

Unreasonable noise means any noise in or emanating from any property located within the corporate limits of village which violates the provisions of this article.

- (a) For noise emanating from property with a commercial, mixed-use, or light industrial zoning designation, unreasonable noise shall be defined as any noise emanating from the property which equals or exceeds a measured sound level of sixty-five (65) dBA between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday, a measured sound level in excess of eighty-five (85) dBA between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday; and a measured sound level which equals or exceeds sixty-five (65) dBA between the hours of 11:00 p.m. and 8:00 a.m. Friday through Saturday and a measured sound level meeting or exceeding eighty-five (85) dBA between the hours of 8:00 a.m. and 11:00 p.m. Friday through Saturday.
- (b) For noise emanating from property with a commercial, mixed-use or light industrial zoning designation which shares any portion of its boundary with a property with a residential zoning designation, unreasonable noise shall be defined as any noise emanating from the property which equals or exceeds a measured sound level of sixty (60) dBA between the hours of 10:00 p.m. and 8:00 a.m. Sunday through

Thursday, a measured sound level in excess of seventy (70) dBA between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday; and a measured sound level which equals or exceeds sixty (60) dBA between the hours of 11:00 p.m. and 8:00 a.m. Friday through Saturday and a measured sound level meeting or exceeding seventy (70) dBA between the hours of 8:00 a.m. and 11:00 p.m. Friday through Saturday.

- (c) For noise emanating from property with a residential zoning designation, unreasonable noise shall be defined as noise that is plainly audible one hundred fifty (150) feet from the property boundary of the source of the sound or noise, measured on a horizontal plane. Notwithstanding the foregoing, noise shall be considered unreasonable when it is plainly audible through the external walls and fully closed windows and doors of a residential structure or through walls, floors or partitions common to two (2) residential units located within a single structure.
- (d) Noise shall be measured from the property boundary closest to the source of noise with a sixty (60) second reading. Where the property boundary abuts a waterway, the property boundary shall be considered the opposite side of the waterway and not the actual seawall or bulkhead.

Subsection (b) of Section 19-104 currently limits the use of any power-driven machinery, tools, or equipment in any residential zoning district to between the hours of 8:00 a.m. and 8:00 p.m. on weekdays and Saturdays and between hours of 10:00 a.m. and 8:00 p.m. on Sunday.

Based on the Village Council's adoption on first reading, the attached Ordinance amends the permissible times for construction activity on Monday through Friday from 8:00 a.m. to 8:00 p.m. to 8:00 a.m. to 5:30 p.m. and amends the permissible times for construction activity on Saturday from 8:00 a.m. to 8:00 p.m. to 9:00 a.m. to 5:30 p.m. No construction activity creating unreasonable noise is permitted on Sundays and legal holidays without a special permit. Similarly, the permissible times for use of power-driven machinery and equipment, including power mowers, has been changed from 8:00 a.m. to 8:00 p.m. on weekdays and Saturdays and 10:00 a.m. to 8:00 p.m. on Sundays to 8:00 a.m. to 5:30 p.m. on weekdays, 9:00 a.m. to 5:30 p.m. on Saturdays, and 10:00 a.m. to 5:30 p.m. on Sundays.

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

There is no fiscal impact to the Village.

Recommendation:

Village Staff requests Council consideration and adoption on second and final reading of the attached Ordinance amending Section 19-104 of the Village Code of Ordinances to modify the permissible times for construction activity and the use of power-driven machinery, tools, or equipment in residential districts accordance with Village policies and procedures.

1 if the emergency or need therefor continues. In the issuance of such permits the village
2 manager or his designated representative shall weigh all facts and circumstances and
3 shall determine whether the reasons given for the urgent necessity are valid and
4 reasonable, whether the public health, safety and ultimate convenience will be protected
5 or better served by granting the permit requested, and whether the manner and amount
6 of loss or inconvenience to the party in interest imposes a significant hardship. Upon an
7 affirmative finding of the foregoing considerations, the village manager or his designee
8 is authorized to issue the permit requested and any extensions thereof, as may be
9 required. Any person aggrieved by the decision of the village manager or his designated
10 representative may appeal the decision of the village manager to the village council.
11

12 (b) It shall be unlawful for any person to cause or permit the use of any
13 power-driven machinery, tools or equipment, including power mowers, in any portion
14 of the village zoned and designated as a residential district other than between the hours
15 of 8:00 a.m. and ~~8:00~~ 5:30 p.m. on weekdays, between the hours of 9:00 a.m. and 5:30
16 p.m. and on Saturdays, and between the hours of 10:00 a.m. and ~~8:00~~ 5:30 p.m. on
17 Sundays.
18

19 Section 3. The provisions of this Ordinance shall become and be made part of the Code of
20 Ordinances for the Village of North Palm Beach, Florida.
21

22 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinances is for
23 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such
24 holding shall not affect the remainder of the Ordinance.
25

26 Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict
27 herewith are hereby repealed to the extent of such conflict.
28

29 Section 6. This Ordinance shall be effective immediately upon adoption.
30

31 PLACED ON FIRST READING THIS _____ DAY OF _____, 2025.
32

33 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
34 2025.
35

36
37 (Village Seal)

MAYOR

38
39
40 ATTEST:

41
42 _____
43 VILLAGE CLERK
44

45 APPROVED AS TO FORM AND
46 LEGAL SUFFICIENCY:

47
48 _____
49 VILLAGE ATTORNEY

Business Impact Estimate

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE VI, "NOISE CONTROL," OF CHAPTER 19, "OFFENSES AND MISCELLANEOUS PROVISIONS," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 19-104, "PERMISSIBLE TIME FOR CONSTRUCTION ACTIVITY," TO MODIFY THE PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITY AND THE USE OF POWER-DRIVEN MACHINERY; 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 law¹ 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:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance: The proposed Ordinance amends the permissible times for construction activities that create unreasonable noise. Currently, such construction is permitted between 8:00 a.m. and 8:00 p.m. Monday through Saturday. The Ordinance amends the permissible hours to 8:00 a.m. to 5:30 p.m. Monday through Friday, and 9:00 a.m. to 8:00 p.m. on Saturday. The Ordinance also amends the permissible times for use of power-driven machinery and equipment, including power mowers, from 8:00 a.m. to 8:00 p.m. on weekdays and Saturdays and 10:00 a.m. to 8:00 p.m. on Sundays to 8:00 a.m. to 5:30 p.m. on weekdays, 9:00 a.m. to 5:30 p.m. on Saturdays, and 10:00 a.m. to 5:30 p.m. on Sundays.

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

(a) The change in construction hours has no direct economic impact on private, for-profit businesses. However, reduced permissible construction hours could potentially delay completion of projects, thereby increasing indirect costs. The Ordinance does allow for a special permit to perform such activities outside of the designated hours if there is an emergency or when in the interests of the public health, safety, and welfare.

(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 Village Codes.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: The proposed Ordinance will only impact businesses currently engaged in construction activities within the Village. The number varies depending on the amount of active building permits.

**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: February 27, 2025

SUBJECT: **ORDINANCE 2nd Reading** – Adoption of amendments to Firefighter Pension Plan to incorporate changes set forth in the recently adopted Collective Bargaining Agreement.

Through the adoption of Resolution 2024-81 on September 12, 2024, the Village Council ratified a new three-year Collective Bargaining Agreement (“CBA”) with the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. The new CBA modified certain provisions applicable to the pension benefits for firefighter members, and the attached Ordinance incorporates these provisions into the Village Code.

The attached Ordinance amends Chapter 2, “Administration,” Article V, “Pensions and Retirement Systems,” Division 2, “Pension and Certain Other Benefits for Fire and Police Employees,” of the Village Code of Ordinances to reflect the terms of the new CBA as follows:

- Section 2-159 is amended to change the normal retirement age to 52 years of age or 25 years of credited service (in lieu of 55 years of age or 52 years and 25 years of credited service);
- Section 2-161 is amended to increase the benefit accrual rate to 3 percent for all years of credited service on or after October 1, 2021;
- A new Section 2-161.1 is included to add a firefighter health insurance supplement equal to \$15.00 per year of credited service.
- Section 2-163 is amended to increase the employee contribution from 8.5% to 11% effective the first payroll after March 31, 2025.
- Section 2-170.1 is amended to provide that effective April 1, 2025, an employee may elect to participate in the Deferred Retirement Option Plan (DROP) by the later of: (1) 30 days after reaching their latest normal retirement date; or (2) 90 days after April 1, 2025.

Fiscal Impact:

Based on the actuarial analysis completed during union negotiations, the additional contributions should be adequate to offset the increase in the pension benefit. An updated actuarial analysis is included as back up.

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

At its February 13, 2025 meeting, the Village Council approved the Ordinance on first reading by unanimous vote.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending Chapter 2 of the Village Code of Ordinances to modify the pension benefits and contributions for firefighter members as set forth in the Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. in accordance with Village policies and procedures.

1 Employees,” of the Village Code of Ordinance as follows (new language is underlined and deleted
2 language is ~~stricken through~~):

3
4 **Sec. 2-159. Creation of trust and definitions.**

5
6 * * *

7
8 *Normal retirement date* means: ~~for each member the~~

9
10 (1) For Police Officer members: The first day of the month coincident with
11 or next following the date on which the Police Officer member attains
12 age fifty-five (55) or the date on which the member attains age fifty-
13 two (52) and has twenty-five (25) years of credited service. A Police
14 Officer member may retire on this normal retirement date or on the first
15 day of any month thereafter.

16
17 (2) For Firefighter members: Effective for retirements on and after April
18 1, 2025, the first day of the month coincident with or next following
19 the date on which the Firefighter member attains (1) age fifty-two (52)
20 years regardless of years of credited service or (2) upon the completion
21 of twenty-five (25) years of credited service regardless of age. For
22 retirements prior to April 1, 2025, the normal retirement date meant the
23 first day of the month coincident with or next following the date on
24 which the Firefighter member (1) attained age fifty-five (55) years or
25 (2) the date on which the Firefighter member attained age fifty-two (52)
26 years and had twenty-five (25) years of credited service. In all cases, a
27 Firefighter member may retire on this normal retirement date or on the
28 first day of any month thereafter.

29
30 * * *

31
32 **Sec. 2-161. Benefit amounts.**

33
34 (a) *Normal retirement benefit.*

35
36 (1) *Amount.* Each member who retires on or after the member’s
37 normal retirement date shall be eligible to receive a normal
38 retirement benefit commencing on the member’s actual
39 retirement date. In all cases, the benefit provided for years of
40 service on and after October 1, 2018 shall be at least 2.75
41 percent of average monthly earnings per year of service
42 (provided the member was employed by the village on and after
43 July 11, 2019). The monthly normal retirement benefit shall be
44 calculated as follows:

45
46 For Police Officer members: An amount equal to the sum of:
47

- 1 a. two and one-half (~~2-3/4~~ 2.5) percent of the member's
2 average monthly earnings multiplied by the member's
3 credited service prior to October 1, 2018; and
4
5 b. two and three-fourths (~~2-3/4~~ 2.75) percent for credited
6 service on or after October 1, 2018 (provided the
7 member remained employed by the Village as a police
8 officer on or after July 11, 2019); and
9
10 c. three (3.0) percent for credited service on or after
11 October 1, 2022.

12
13 On and after October 1, 2022, a police officer retiree's
14 maximum monthly pension benefit shall not exceed eighty (80)
15 percent of the retiree's average monthly earnings as that term is
16 defined in section 2-159 above; for retirements prior to October
17 1, 2022, the maximum benefit is seventy-five (75) percent of
18 average monthly earnings.

19
20 For Firefighter members: An amount equal to the sum of:

- 21
22 a. two and one-half (2.5) percent of the member's average
23 monthly earnings multiplied by the member's credited
24 service prior to October 1, 2018; and
25
26 b. two and three-fourths (2.75) percent for credited service
27 on or after October 1, 2018 (provided the member
28 remained employed by the Village as a firefighter on or
29 after July 11, 2019); and
30
31 c. three (3.0) percent for credited service on or after
32 October 1, 2021 for members employed on or after
33 April 1, 2025.

34
35 On and after October 1, 2022, a Firefighter retiree's maximum
36 monthly pension benefit shall not exceed eighty (80) percent of
37 the retiree's average monthly earnings as that term is defined in
38 Section 2-159 above; for retirements prior to October 1, 2022,
39 the maximum benefit is seventy-five (75) % percent of average
40 monthly earnings.

41 * * *

42
43
44 **Sec. 2-161.1. Firefighter supplement.**

45
46 Any Firefighter who satisfies the requirements for a normal retirement or is
47 approved for a duty disability retirement and is separated from employment on
48 or after April 1, 2025 is entitled to and shall be paid a lifetime monthly

1 supplemental benefit equal to fifteen dollars (\$15.00) per year of service. This
2 benefit is payable for the lifetime of the Firefighter member.

3
4 (a) Firefighter members in the DROP are not entitled to a supplemental
5 benefit payment while participating in the DROP, but the years of
6 service while participating in the DROP shall count as years of service
7 for purposes of calculating the amount of the supplemental benefit to
8 be paid to the Firefighter member after separation of employment.

9
10 (b) Firefighter members may choose to receive the supplemental benefit
11 under one of the optional forms of benefits in Section 2-162 which will
12 cause the supplemental benefit to be actuarially adjusted to be
13 actuarially equivalent to the Firefighter member's lifetime
14 supplemental benefit.

15
16 (c) Firefighter members who retire on an early retirement, a vested
17 terminated benefit that begins at early or normal retirement, pre-
18 retirement death benefits whether duty or nonduty, and nonduty
19 disabilities are not entitled to the supplemental benefit.

20
21 **Sec. 2-163. Contributions.**

22
23 (a) *Member contributions.*

24
25 (1) *Amount.* Members of the plan shall make regular contributions
26 to the fund as follows: at rate equal to two (2) percent of their
27 respective earnings.

28
29 *For Police Officer members only:*

30
31 (i) ~~Effective at the beginning of the first full payroll period~~
32 ~~after October 1, 2013, the Police Officer member~~
33 ~~contribution shall increase to two and sixty seven one~~
34 ~~hundredths (2.67) percent;~~

35
36 (ii) ~~Effective the first full payroll period after October 1,~~
37 ~~2014, the Police Officer member contribution shall~~
38 ~~increase to three and thirty three one hundredths (3.33)~~
39 ~~percent; and~~

40
41 (iii) ~~Effective the first full payroll period after October 1,~~
42 ~~2015, the Police Officer member contribution shall~~
43 ~~increase to four (4) percent.~~

44
45 (iv) ~~Effective the second payroll period following the~~
46 ~~adoption of Ordinance 2019-11, the Police Officer~~
47 ~~member shall contribute 6.00 percent of earnings.~~

- 1 (iv) Effective the first payroll period after October 1, 2020,
2 the Police Officer member shall contribute seven (7.0)
3 percent of earnings.
4
- 5 (ii) Effective the first full payroll after October 1, 2022, the
6 Police Officer member shall contribute eight and one-
7 half (8.5) percent of earnings.
8
- 9 (iii) Effective the first payroll after October 1, 2023, the
10 Police Officer member shall contribute ten (10.0)
11 percent of earnings; and
12
- 13 (iv) During participation in the DROP, Police Officer
14 members shall contribute four (4.0) percent of earnings,
15 with three (3.0) percent credited to the member's DROP
16 account and one (1.0) percent applied to the pension
17 plan unfunded actuarial accrued liability ("UAAL").
18

19 For Firefighter members only:

- 20
- 21 ~~(i) Effective the beginning of the first full payroll period~~
22 ~~after April 1, 2015, the Firefighter member contribution~~
23 ~~shall increase to three and one half (3.50) percent; and~~
24
- 25 ~~(ii) Effective the first full payroll period after April 1, 2016,~~
26 ~~the Firefighter member contribution shall increase to~~
27 ~~five (5.00) percent.~~
28
- 29 (iii) Effective with the second payroll period following
30 adoption of Ordinance No. 2019-11, the Firefighter
31 member contribution shall increase from five (5)
32 percent of earnings to seven (7.0) percent of earnings.
33
- 34 (ii) Effective the first full payroll period after October 1,
35 2022, the Firefighter member contribution shall
36 increase from seven (7.0) percent to seven and one-half
37 (7.5) percent.
38
- 39 (iii) Effective the first full payroll period after October 1,
40 2023, the Firefighter member contribution shall
41 increase from seven and one-half (7.5) percent to eight
42 (8.0) percent.
43
- 44 (iv) Effective the first full payroll period after October 1,
45 2024, the Firefighter member contribution shall
46 increase from eight (8.0) percent to eight and one-half
47 (8.5) percent.
48

1 (v) Effective the first payroll period after March 31, 2025,
2 the Firefighter member contribution shall increase from
3 eight and one-half (8.5) percent to eleven (11.0) percent.
4

5 (vii) During DROP, the Firefighter member shall contribute
6 four (4.0) percent of earnings, with three (3.0) percent
7 credited to the member's DROP account and one (1.0)
8 percent applied to the Pension Plan.
9

10 * * *

11
12 (b) *State contributions.* Any monies received or receivable by reason of
13 the laws of the State of Florida for the express purpose of funding and
14 paying for the benefits of police officers or firefighters shall be
15 deposited in the fund within the time prescribed by law. Such monies
16 shall be for the sole and exclusive use of members or may be used to
17 pay extra benefits for members. Pursuant to the mutual consent
18 provisions of Sections 175.351 and 185.35, Florida Statutes, the ~~The~~
19 State contributions pursuant to Chapters 175/185 are applied to reduce
20 the Village's annual contribution.
21

22 **Sec. 2-170.1 Deferred retirement option ~~benefit~~ plan (DROP)**

23 * * *

24
25
26 (c) An employee may elect to participate in the DROP provided the
27 employee makes the election no later than thirty (30) days after
28 reaching the employee's latest normal retirement date.
29 Notwithstanding the foregoing, effective April 1, 2025 ~~upon first~~
30 ~~enactment of this Ordinance~~, members must make their initial election
31 to participate in the DROP by the later of:
32

33 (1) Thirty (30) days after reaching their latest normal retirement
34 date; or

35
36 (2) Ninety (90) days after ~~creation of the DROP~~ April 1, 2025.
37

38 * * *

39
40 Section 3. All other provisions of Division 4 of Article V of Chapter 2 of the Village Code of
41 Ordinances not expressly amended as set forth above shall remain unchanged by the adoption of the
42 Ordinance.
43

44 Section 4. The provisions of this Ordinance shall become and be made a part of the Code of the
45 Village of North Palm Beach, Florida.
46

1 Section 5. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any
2 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such
3 holding shall not affect the remainder of this Ordinance.

4
5 Section 6. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict
6 with this Ordinance are hereby repealed to the extent of such conflict.

7
8 Section 7. This Ordinance shall take effect immediately upon adoption.

9
10 PLACED ON FIRST READING THIS _____ DAY OF _____, 2025.

11
12 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
13 2025.

14
15
16 (Village Seal)

MAYOR

17
18
19 ATTEST:

20
21 _____

VILLAGE CLERK

22
23
24
25 APPROVED AS TO FORM AND
26 LEGAL SUFFICIENCY:

27
28 _____

VILLAGE ATTORNEY

Business Impact Estimate

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, "PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF ARTICLE V, "PENSIONS AND RETIREMENTS SYSTEMS," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES TO IMPLEMENT CHANGES TO RETIREMENT BENEFITS RESULTING FROM COLLECTIVE BARGAINING WITH THE UNION REPRESENTING THE VILLAGE'S FIREFIGHTER EMPLOYEES (IAFF); PROVIDING FOR AMENDMENTS AFFECTING THE CALCULATION OF FIREFIGHTER EMPLOYEES' RETIREMENT BENEFITS WHEN THEY BECOME ELIGIBLE FOR SAME; INCREASING EMPLOYEE CONTRIBUTION RATES; CLARIFYING THE ENTRY WINDOW FOR PARTICIPATION IN THE DEFERRED RETIREMENT OPTION PLAN (DROP); APPLYING THE USE OF INSURANCE PREMIUM TAX REVENUE TO THE VILLAGE ANNUAL RETIREMENT CONTRIBUTION; 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 law¹ 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;

¹ See Section 166.041(4)(c), Florida Statutes.

- 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 Village hereby publishes the following information:

1. Summary of the proposed ordinance: The proposed Ordinance implements revisions to the Pension Plan for firefighter employees as required by the recent Collective Bargaining Agreement approved by the Village.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Village:
None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

February 18, 2025

Board of Trustees
Village of North Palm Beach
Police Officers' and Firefighters' Pension Board

Re: Village of North Palm Beach Fire and Police Retirement Fund

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.
2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Sara E. Carlson, ASA, EA, MAAA

Cc via email: Bonni Jensen, Plan Attorney

Enclosure

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The Village of North Palm Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The Village of North Palm Beach is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

VILLAGE OF NORTH PALM BEACH
FIRE AND POLICE RETIREMENT FUND

ACTUARIAL IMPACT STATEMENT

February 18, 2025

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required Village Contribution, resulting from the implementation of the following changes for Firefighters:

- For retirements on and after April 1, 2025, amend the eligibility requirements for Normal Retirement so that Firefighters become eligible at the earlier of 1) attainment of age 52, regardless of service, or 2) completion of 25 years of service, regardless of age. For retirements prior to April 1, 2025, the Normal Retirement eligibility requirements are the earlier of 1) attainment of age 55, regardless of service, or 2) attainment of age 52 with 25 years of service.
- For Firefighters employed on or after April 1, 2025, increase the benefit accrual rate to 3% for all years of service on or after October 1, 2021.
- For Firefighters who satisfy the requirements for Normal Retirement or approved for a Duty Disability Retirement on or after April 1, 2025, create a monthly Health Insurance Subsidy equal to \$15 multiplied by Credited Service, payable as a life annuity. DROP participants shall not receive the supplement while participating in DROP, but active service in DROP shall be counted as Credited Service for purposes of determining the supplement amount. This monthly supplement will not be eligible for annual cost-of-living adjustments.
- Effective the first payroll period after March 31, 2025, the Firefighter Member Contribution rate shall increase from 8.5% to 11.0%.

The cost impact, determined as of October 1, 2024, applicable to the fiscal year ending September 30, 2026, is as follows:

	<u>Proposed</u>	<u>Current</u>
Minimum Required Contribution % of Projected Annual Payroll	39.72%	36.48%
Member Contributions (Est.) % of Projected Annual Payroll	10.39%	9.42%
Village And State Required Contribution % of Projected Annual Payroll	29.33%	27.06%
State Contribution (Est.) ¹ % of Projected Annual Payroll	\$551,246 7.98%	\$551,246 7.98%
Village Required Contribution % of Projected Annual Payroll	21.35%	19.08%

¹ Represents the amount received in calendar 2024. As per a Mutual Consent Agreement between the Membership and the Village, all State Monies received each year will be available to offset the Village's required contribution.

There were a few changes in the assumptions and methods with this Actuarial Impact Statement:

- To value for Normal Retirement before age 55 with less than 25 years of service, we extended the retirement rates as follows:

% Retiring During the Year (<25 Years of Service)	
Age	Rate
52	40%
53	20%
54	20%
55	40%
56	20%
57	20%
58	10%
59	10%
60+	100%

- To value for the Health Insurance Subsidy to be paid following DROP participation, we assumed 50% of Normal Retirements were DROP participants based on historical experience from the last six years. We also assumed the maximum five-year DROP participation period.

Other than what is noted above, all data, assumptions, methods and plan provisions are the same as in the October 1, 2024 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2024 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Sara E. Carlson, ASA, EA, MAAA
Enrolled Actuary #23-8546

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
A. Participant Data		
Actives	53	53
Service Retirees	26	26
DROP Retirees	3	3
Beneficiaries	3	3
Disability Retirees	1	1
Terminated Vested	<u>27</u>	<u>27</u>
 Total	 113	 113
 Projected Annual Payroll	 6,905,884	 6,905,884
 Annual Rate of Payments to:		
Service Retirees	954,675	954,675
DROP Retirees	339,789	339,789
Beneficiaries	82,648	82,648
Disability Retirees	42,935	42,935
Terminated Vested	123,451	123,451
 B. Assets		
Actuarial Value (AVA) ¹	40,173,969	40,173,969
Market Value (MVA) ¹	42,726,800	42,726,800
 C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	39,509,958	37,704,904
Disability Benefits	3,357,185	3,623,415
Death Benefits	312,691	356,001
Vested Benefits	192,180	178,511
Refund of Contributions	160,267	156,548
Service Retirees	11,870,439	11,870,439
DROP Retirees ¹	5,804,716	5,804,716
Beneficiaries	970,683	970,683
Disability Retirees	445,002	445,002
Terminated Vested	1,590,950	1,590,950
Share Plan Balances ¹	<u>0</u>	<u>0</u>
 Total	 64,214,071	 62,701,169

C. Liabilities - (Continued)	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
Present Value of Future Salaries	66,633,511	69,429,555
Present Value of Future Member Contributions	6,923,222	6,540,264
Normal Cost (Retirement)	1,364,171	1,303,706
Normal Cost (Disability)	191,365	196,294
Normal Cost (Death)	13,268	14,430
Normal Cost (Vesting)	14,405	13,394
Normal Cost (Refunds)	23,469	23,029
Total Normal Cost	<u>1,606,678</u>	<u>1,550,853</u>
Present Value of Future Normal Costs	15,119,915	15,132,699
Accrued Liability (Retirement)	26,575,862	24,877,470
Accrued Liability (Disability)	1,530,005	1,681,134
Accrued Liability (Death)	190,549	219,901
Accrued Liability (Vesting)	87,424	80,176
Accrued Liability (Refunds)	28,526	27,999
Accrued Liability (Inactives) ¹	20,681,790	20,681,790
Share Plan Balances ¹	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability (EAN AL)	49,094,156	47,568,470
Unfunded Actuarial Accrued Liability (UAAL)	8,920,187	7,394,501
Funded Ratio (AVA / EAN AL)	81.8%	84.5%

D. Actuarial Present Value of Accrued Benefits	New Benefits <u>10/1/2024</u>	Old Benefits <u>10/1/2024</u>
Vested Accrued Benefits		
Inactives + Share Plan Balances ¹	20,681,790	20,681,790
Actives	15,243,693	14,011,550
Member Contributions	<u>2,917,315</u>	<u>2,917,315</u>
Total	38,842,798	37,610,655
Non-vested Accrued Benefits	<u>920,326</u>	<u>701,114</u>
Total Present Value Accrued Benefits (PVAB)	39,763,124	38,311,769
Funded Ratio (MVA / PVAB)	107.5%	111.5%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	1,451,355	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	<u>0</u>	
Total	1,451,355	

	New Benefits	Old Benefits
Valuation Date	10/1/2024	10/1/2024
Applicable to Fiscal Year Ending	<u>9/30/2026</u>	<u>9/30/2026</u>
E. Pension Cost		
Normal Cost (with interest)		
% of Projected Annual Payroll ²	24.12	23.28
Administrative Expenses (with interest)		
% of Projected Annual Payroll ²	1.54	1.54
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 26 years (as of 10/1/2024, with interest)		
% of Projected Annual Payroll ²	14.06	11.66
Minimum Required Contribution		
% of Projected Annual Payroll ²	39.72	36.48
Expected Member Contributions		
% of Projected Annual Payroll ²	10.39	9.42
Expected Village and State Contribution		
% of Projected Annual Payroll ²	29.33	27.06

¹ The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2024.

² Contributions developed as of 10/1/2024 are expressed as a percentage of Projected Annual Payroll at 10/1/2024 of \$6,905,884.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives:

Female: PubS.H-2010 for Employees, set forward one year.

Male: PubS.H-2010 for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 (Below Median) for Healthy Retirees.

Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2023 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.35% (prior year 7.45%) per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

<u>Salary Scale</u>	
<u>Service</u>	<u>Rate</u>
< 5	8.0%
5 – 9	6.5%
10 – 14	5.0%
15+	4.0%

The rates above are based on the August 6, 2021 Experience Study.

Payroll Growth

0.00% for purposes of amortizing the Unfunded Actuarial Accrued Liability. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

\$102,787 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are amortized over 15 years.

The amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - A half year, based on current 7.35% assumption.

Salary - None.

Normal Retirement Rates

% Retiring During the Year (25+ Years of Service)	
Years after First Eligibility for Normal Retirement	Rate
0	20%
1	20%
2	10%
3	10%
4	50%
5+	100%

% Retiring During the Year (<25 Years of Service)	
Age	Rate
55	40%
56	20%
57	20%
58	10%
59	10%
60+	100%

The rates above are based on the results of an Experience Study dated August 6, 2021.

Early Retirement Rates

The assumed rate of retirement is 5.0% for each year of eligibility for early retirement. This assumption was reviewed as part of an Experience Study dated August 6, 2021.

Termination Rate

% Terminating During the Year	
Service	Rate
<5	6.0%
5 – 9	3.0%
10 – 14	1.0%
15+	0.0%

The rates above are based on results of the August 6, 2021 Experience Study.

Disability Rate

See sample rates below. It is assumed that 75% of Police Officer disablements are service related and 90% of Firefighter disablements are service related. This assumption was reviewed as part of an Experience Study dated August 6, 2021.

% Becoming Disabled During the Year	
Age	Rate
20	0.14%
30	0.18%
40	0.30%
50	1.00%
60+	2.09%

Post Retirement COLA

2.50% per year, based on our long-term inflation assumption.

Low-Default-Risk Obligation Measure

Based on the Entry Age Normal Actuarial Cost Method and an interest rate of 4.06% per year compounded annually, net of investment related expenses. This rate is consistent with the Yield to Maturity of the S&P Municipal Bond 20-Year High Grade Rate Index as of September 30, 2024. All other assumptions for the Low-Default-Risk Obligation Measure are consistent with the assumptions shown in this section unless otherwise noted.

SUMMARY OF CURRENT PLAN
(Through Ordinance No. 2022-17)

Eligibility

Full-time employees who are classified as Police Officers or Firefighters participate as a condition of employment.

Credited Service

Total years and fractional parts of years of employment with the Village as a Police Officer or Firefighter.

Salary

Police Officers: Gross Compensation, excluding bonuses, sick and vacation pay, but including overtime.

Firefighters: Gross Compensation, excluding bonuses, sick and vacation pay, but including overtime pay up to 200 hours per fiscal year.

Average Monthly Earnings

Average Salary for the 5 best years of the 10 years immediately preceding retirement or termination.

Member Contributions

Police Officers:

- Effective the first full payroll period after October 1, 2022, 8.50% of Salary.
- Effective the first full payroll period after October 1, 2023, 10.00% of Salary.

Firefighters:

- Effective the first full payroll period after September 30, 2022, 7.50% of Salary.
- Effective the first full payroll period after September 30, 2023, 8.00% of Salary.
- Effective the first full payroll period after September 30, 2024, 8.50% of Salary.

Village and State Contributions

Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII, Chapter 112, F.S.

Normal Retirement

Date Earlier of: 1) age 55, regardless of Credited Service, or
2) age 52 and 25 years of Credited Service.

Benefit *Police Officers:*

2.50% of Average Monthly Earnings for years of Credited Service prior to October 1, 2018, 2.75% of Average Monthly Earnings for years of Credited Service on and after October 1, 2018, and 3.00% of Average Monthly Earnings for years of Credited Service on and after October 1, 2022. The maximum benefit accrual is 80% of Average Monthly Earnings for retirements on and after October 1, 2022 (the maximum benefit accrual is 75% of Average Monthly Earnings for retirements prior to that date).

Firefighters:

2.50% of Average Monthly Earnings for years of Credited Service prior to October 1, 2018, and 2.75% of Average Monthly Earnings for years of Credited Service on and after October 1, 2018. The maximum benefit accrual is 80% of Average Monthly Earnings for retirements on and after October 1, 2022 (the maximum benefit accrual is 75% of Average Monthly Earnings for retirements prior to that date).

Form of Benefit Ten Year Certain and Life Annuity (options available).

Early Retirement

Eligibility Age 50, regardless of Credited Service.

Benefit Accrued benefit, reduced 3% per year that the benefit commencement date precedes the Normal Retirement Date.

Vesting

Schedule 100% after 10 years of Credited Service.

Benefit Amount Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Early (reduced) or Normal Retirement Date.

Disability

Eligibility

Service Incurred Covered from Date of Employment.

Non-Service Incurred 10 years of Credited Service.

Exclusions Disability resulting from use of drugs, illegal participation in riots, service in military, etc.

Benefit Benefit accrued to date of disability but not less than 42% of Average Final Compensation (25% for Non-Service Incurred).

Duration Payable for life (with 120 payments guaranteed) or until recovery (as determined by the Board). Optional forms of payment are available.

Death Benefits

Pre-Retirement

Eligible for Retirement Benefit payable as if Member retired on the date of death, selected a 50% Joint and Survivor annuity, and then passed away, with 50% of the benefit then continuing to the survivor for life.

Vested (not eligible for retirement) Monthly accrued benefit payable to designated beneficiary for 10 years at otherwise Early (reduced) or Normal (unreduced) Retirement Date.

Non-Vested Refund of accumulated contributions.

Post-Retirement Benefits payable to beneficiary in accordance with option selected at retirement.

Cost of Living Increases

Up to 3% increase effective each October 1st in accordance with the Consumer Price Index, applied to all types of benefits.

Board of Trustees

Two Members shall be Fire employees, and two shall be Police employees, all elected by the Village Fire and Police employees. The other Member, who will be the Chairman of the Board, must be a resident of the Village and shall be selected by the Village Council.

Deferred Retirement Option Plan (DROP)

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not to exceed 60 months.
Rate of Return	Actual net rate of investment return, but no less than 0.00% and no more than 6.40%.
Form of Distribution	Cash lump sum (options available) at termination of employment.

Supplemental Benefit

A Chapter 175 "Share Plan" was adopted with Resolution 2017-72, but is not currently funded. The methodology of allocating applicable State Monies will be agreed upon at a later date.

**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: February 27, 2025

SUBJECT: **ORDINANCE 2nd Reading** – Amending the Adopted General Fund Budget to provide funding for the acquisition of real property for a new Public Works Facility

At its February 13, 2025 meeting, the Village Council approved a Contract to purchase the 1.72-acre property located at 9555 Old Dixie Highway (including the adjacent eastern parcel) for the construction of a new Public Works Facility. As discussed at that meeting, Village Staff seeks to fund the \$1,065,000 purchase utilizing the Appropriated Fund Balance (unassigned reserves). Because the transfer of these funds will increase the total amount of the General Fund budget for Fiscal Year 2025, the Village is required to appropriate the funds by Ordinance. Consequently, Village Staff is requesting Council approval of an Ordinance adopting the following budget amendment:

Budget Amendment:

Account	Description	Use	Source
General Fund:			
A4600-09100	Appropriated Fund Balance		\$1,065,000
A5540-49032	Transfer Out to Capital Projects Fund	\$ 1,065,000	
Total General Fund		\$1,065,000	\$1,065,000
Capital Projects Fund:			
K3900-09180	Transfer In from General Fund		\$1,065,000
K6018-66100	Public Works Admin - Land	\$ 1,065,000	
Total Capital Projects Fund		\$ 1,065,000	\$1,065,000

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

At its February 13, 2025 meeting, the Village Council adopted the Ordinance on first reading by unanimous vote.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance authorizing the Mayor and Village Clerk to executed the required budget amendment utilizing \$1,065,000 from the unassigned fund balance to provide the required funds for the purchase of real property located at 9555 Old Dixie Highway (and the adjacent eastern parcel) for the future construction of a new Public Works Facility in accordance with Village policies and procedures.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND BUDGET TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY FOR A NEW PUBLIC WORKS DEPARTMENT FACILITY; TRANSFERRING \$1,065,000 FROM THE UNASSIGNED FUND BALANCE TO THE CAPITAL PROJECTS FUND PUBLIC WORKS LAND ACQUISITION CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to provide funding for the acquisition of real property for the construction of a new Public Works Department facility, the Village Council wishes to amend the General Fund Budget to transfer \$1,065,000.00 from the Unassigned Fund Balance to the Capital Projects Fund Public Works Land Acquisition Capital Account; and

WHEREAS, because this amendment increases the total amount of the budget, this transfer must be accomplished by ordinance as required by Section 166.241, Florida Statutes; and

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

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

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

Section 2. The Village Council hereby amends the adopted Village of North Palm Beach General Fund budget for Fiscal Year 2025 as follows:

Budget Amendment:

Account	Description	Use	Source
General Fund:			
A4600-09100	Appropriated Fund Balance		\$1,065,000
A5540-49032	Transfer Out to Capital Projects Fund	\$ 1,065,000	
Total General Fund		\$1,065,000	\$1,065,000
Capital Projects Fund:			
K3900-09180	Transfer In from General Fund		\$1,065,000
K6018-66100	Public Works Admin - Land	\$ 1,065,000	
Total Capital Projects Fund		\$ 1,065,000	\$1,065,000

1 Section 3. The Mayor and Village Clerk are hereby authorized and directed to execute the
2 budget amendment for and on behalf of the Village of North Palm Beach.

3
4 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
5 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,
6 such holding shall not affect the remainder of this Ordinance.

7
8 Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict
9 herewith are hereby repealed to the extent of such conflict.

10
11 Section 6. This Ordinance shall be effective immediately upon adoption.

12
13 PLACED ON FIRST READING THIS ____ DAY OF _____, 2025.

14
15 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF
16 _____, 2025.

17
18
19 (Village Seal)

MAYOR

20
21
22
23 ATTEST:

24
25 _____
26 VILLAGE CLERK

27
28 APPROVED AS TO FORM AND
29 LEGAL SUFFICIENCY:

30
31 _____
32 VILLAGE ATTORNEY

Business Impact Estimate

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND BUDGET TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY FOR A NEW PUBLIC WORKS DEPARTMENT FACILITY; TRANSFERRING \$1,065,000 FROM THE UNASSIGNED FUND BALANCE TO THE CAPITAL PROJECTS FUND PUBLIC WORKS LAND ACQUISITION CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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 law¹ 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 Village hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance: The proposed Ordinance amends the current General Fund Budget to provide funding for the purchase of real property for a new Public Works Facility utilizing the unassigned fund balance (reserves).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Village:
None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB OPERATIONS**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Beth Davis, General Manager Country Club
DATE: February 27, 2025
SUBJECT: **RESOLUTION – Surplus and Disposal of Country Club Equipment**

As part of the transition from Farmer’s Table, LLC to Lessing’s Hospitality Group, Village Staff seeks Council approval for the surplus and disposal of the following equipment at the Country Club that will not be used in the new food and beverage operations or elsewhere in the Village.

Description	Asset #	Purchase Date	Current Book Value
Dining Pavilion/Grill Room Wood Chairs & Barstools	02865	9/30/2020	\$68,267.51
Ballroom Chairs & Dollies	02871	9/30/2020	\$16,214.99
Portable Stage (6 Panel with Stairs)	02890	9/30/2020	\$ 1,260.97
Total			\$85,743.47

Village Staff recommends declaring the above fixed assets as surplus. Items with value will be sold on GovDeals to the highest bidder, along with other non-asset items from the Country Club facility. Any unsold items will be disposed of per Village policies and procedures.

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

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution declaring the above-listed equipment as surplus property and authorizing its sale and disposal in accordance with Village policies and procedures.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, DECLARING EQUIPMENT FROM FOOD AND BEVERAGE OPERATIONS AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff is recommending the surplus and disposal of equipment formerly utilized in conjunction with food and beverage operations at the North Palm Beach Country Club; and

WHEREAS, the Village Council has the authority to dispose of surplus items of personal property in any manner so long as it acts in good faith and in the best interests of the Village; 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 hereby declares the following equipment as surplus personal property and authorizes its disposal at auction in accordance with Village policies and procedures:

Description:	Asset No.
Dining Pavilion/Grill Room Wood Chairs & Barstools	02865
Ballroom Chairs & Dollies	02871
Portable Stage (6 Panel with Stairs)	02890

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

North Palm Beach Country Club

FY 2024 Fixed Asset List

Surplus Inventory for Sale - govdeals.com

Dept	Asset #	Description	QTY	Book Value
7600	02865	Furniture- Dining Pavilion/Grill Room Wood Chairs & Barstools	130	\$ 68,267.51
7600	02871	Furniture- Ballroom Chairs & 2 Dollies	310	\$ 16,214.99
7600	02890	Other Equipment - Portable Stage 6 Panel w/ Stairs	1	\$ 1,260.97
		Total		\$ 85,743.47
7600		Items not on Asset List		
		Furniture- Dining outdoor stackable aluminum chairs	69	\$ -
		Other Equipment- Dance Floor w/ Cart	1	\$ -
		Furniture- Conference Table Oak 10 ft. w/ 6 Leather Chairs	1	\$ -
		Total non-asset		\$ -

Grand Total

\$ 85,743.47

VILLAGE OF NORTH PALM BEACH



FY 2024 FIXED ASSET LIST

DUE BY 09/30/24

DEPT ROOM	TAG # ASSET #	SUB CLASS DESCRIPTION	MANUF SERIAL #	CUSTODIAN	QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST	REMARKS STATUS CAPITALIZE?
DEPARTMENT: 7600 K7600-CLUBHOUSE									
7600	02858	SIGN(S) COUNTRY CLUB MONUMENT SIGN		CAP PROJ - CLUB	1	09/30/2020 20	34,064.00 28,812.47	34,064.00	ACTIVE Y
7600	02862	OTHER IMPROVEME CLUBHOUSE ELEVATOR #1		CAP PROJ - CLUB	1	09/30/2020 20	89,247.00 75,488.09	89,247.00	ACTIVE Y
7600	02863	OTHER IMPROVEME CLUBHOUSE ELEVATOR # 2		CAP PROJ - CLUB	1	09/30/2020 20	89,247.00 75,488.09	89,247.00	ACTIVE Y
7600	02864	FURNITURE & FIX PROCR PRO SHOP CABINETRY		CAP PROJ - CLUB	1	09/30/2020 15	97,746.00 77,653.77	97,746.00	ACTIVE Y
Surplus -	7600	02865	FURNITURE & FIX DINING FURNITURE (FARMERS TABL <i>PAV/Grill/Chairs & Barstools</i>)	CAP PROJ - CLUB	1	09/30/2020 5	372,368.22 142,741.15	372,368.22	ACTIVE Y
7600	02867	ROOF ROOF - CLUBHOUSE		CAP PROJ - CLUB	1	09/30/2020 25	331,348.21 290,481.93	331,348.21	ACTIVE Y
7600	02869	FURNITURE & FIX GOLF SHOP FURNITURE		CAP PROJ - CLUB	1	09/30/2020 15	32,135.47 25,529.85	32,135.47	ACTIVE Y
7600	02870	FURNITURE & FIX BANQUET TABLES (20) & CART		CAP PROJ - CLUB	1	09/30/2020 5	7,364.92 2,823.22	7,364.92	ACTIVE Y
Surplus -	7600	02871	FURNITURE & FIX BANQUET CHAIRS (320) & 2 DOLL	CAP PROJ - CLUB	1	09/30/2020 5	88,445.36 33,904.06	88,445.36	ACTIVE Y
7600	02872	PAVING & RESURF EMPLOYEE PARKING LOT		CAP PROJ - CLUB	1	09/30/2020 10	101,602.52 70,275.08	101,602.52	ACTIVE Y
7600	02874	PAVING & RESURF CLUBHOUSE PARKING LOT		CAP PROJ - CLUB	1	09/30/2020 15	1,127,016.26 895,351.80	1,127,016.26	ACTIVE Y
7600	02875	RESTAURANT EQUI TILTING SKILLET BRAISING PAN,		CAP PROJ - CLUB	1	09/30/2020 10	13,963.00 9,657.74	13,963.00	RETIRE ACTIVE Y ✓ ✓
7600	02876	RESTAURANT EQUI AMERI WALK-IN COOLER, EVAPORATOR & C		CAP PROJ - CLUB	1	09/30/2020 15	12,781.00 10,153.78	12,781.00	ACTIVE Y
7600	02877	RESTAURANT EQUI HOBAR DISHWASHER CONVEYOR W/LIMIT SW		CAP PROJ - CLUB	1	09/30/2020 10	35,755.00 24,730.54	35,755.00	ACTIVE Y
7600	02878	RESTAURANT EQUI AMERI WALK-IN COOLER, EVAPORATOR & C		CAP PROJ - CLUB	1	09/30/2020 10	12,491.00 8,639.61	12,491.00	ACTIVE Y
7600	02879	RESTAURANT EQUI HOOD SYSTEM W/WALL PANEL		CAP PROJ - CLUB	1	09/30/2020 15	22,848.00 18,151.47	22,848.00	ACTIVE Y

Beth Davis
11/22/24

VILLAGE OF NORTH PALM BEACH



FY 2024 FIXED ASSET LIST

DUE BY 09/30/24

DEPT ROOM	TAG # ASSET #	SUB CLASS DESCRIPTION	MANUF SERIAL #	CUSTODIAN	QTY	ACQUIS DATE EST LIFE	ACQUIS COST CURR BOOK	REPLACE COST	REMARKS STATUS	CAPITALIZE?
7600	02880	RESTAURANT EQUI HEAVY DUTY RANGE 48" OPEN BURN		CAP PROJ - CLUB	1	09/30/2020 10	10,142.00 7,014.88	10,142.00	ACTIVE	Y
7600	02881	RESTAURANT EQUI TRUE REFRIDGERATED EQUIPMENT STAND		CAP PROJ - CLUB	1	09/30/2020 10	5,681.00 3,929.36	5,681.00	ACTIVE	Y
7600	02882	RESTAURANT EQUI BAKER HEARTBAKE SERIES OVEN, GAS COU		CAP PROJ - CLUB	1	09/30/2020 10	12,849.00 8,887.22	12,849.00	ACTIVE	Y
7600	02883	FURNITURE & FIX PLATE CABINET W/PASS THRU SHEL		CAP PROJ - CLUB	1	09/30/2020 15	27,872.00 22,142.77	27,872.00	ACTIVE	Y
7600	02884	RESTAURANT EQUI MANIT ICE CUBER W/REMOTE CONDENSER U		CAP PROJ - CLUB	1	09/30/2020 10	5,914.00 4,090.52	5,914.00	ACTIVE	Y
7600	02885	RESTAURANT EQUI MANIT ICE CUBER W/REMOTE CONDENSER U		CAP PROJ - CLUB	1	09/30/2020 10	5,914.00 4,090.52	5,914.00	ACTIVE	Y
7600	02886	RESTAURANT EQUI HEAVY DUTY RANGE 32", 4 OPEN B		CAP PROJ - CLUB	1	09/30/2020 10	8,112.00 5,610.80	8,112.00	ACTIVE	Y
7600	02887	RESTAURANT EQUI TRUE REFRIDGERATED EQUIPMENT STAND		CAP PROJ - CLUB	1	09/30/2020 15	5,414.00 4,301.13	5,414.00	ACTIVE	Y
7600	02888	OTHER EQUIPMENT OEM KEY ACCESS SYSTEM-CLUBHOUSE		CAP PROJ - CLUB	1	09/30/2020 7	14,159.50 7,922.57	14,159.50	ACTIVE	Y
7600	02889	COMMUNICATION E RADIO REPEATER AT CART BARN		CAP PROJ - CLUB	1	09/30/2020 10	5,261.16 3,638.96	5,261.16	ACTIVE	Y
Surplus - 7600	02890	OTHER EQUIPMENT PORTABLE STAGE		CAP PROJ - CLUB	1	09/30/2020 5	6,878.00 2,636.57	6,878.00	ACTIVE	Y
7600	02891	FURNITURE & FIX ISIS 8 BLADE 10FT FAN		CAP PROJ - CLUB	1	09/30/2020 5	6,610.00 2,533.83	6,610.00	ACTIVE	Y
7600	02892	FURNITURE & FIX GOLF BAG STORAGE SYSTEM		CAP PROJ - CLUB	1	09/30/2020 5	18,770.00 7,195.17	18,770.00	ACTIVE	Y
7600	02893	RESTAURANT EQUI AMERI WALK-IN DRAFT BEER COOLER W/ C		CAP PROJ - CLUB	1	09/30/2020 5	24,296.00 9,313.47	24,296.00	ACTIVE	Y
7600	02894	RESTAURANT EQUI DRAFT BEER DISPENSING TOWER		CAP PROJ - CLUB	1	09/30/2020 5	10,194.00 3,907.70	10,194.00	ACTIVE	Y
7600	02895	RESTAURANT EQUI AMERI WALK-IN COOLER, EVAPORATOR & C		CAP PROJ - CLUB	1	09/30/2020 10	26,542.00 18,358.22	26,542.00	ACTIVE	Y
7600	02896	RESTAURANT EQUI HOOD SYSTEM W/WALL PANEL		CAP PROJ - CLUB	1	09/30/2020 10	21,685.00 14,998.79	21,685.00	ACTIVE	Y

Beth Davis
 8/22/24

**VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: February 27, 2025

SUBJECT: **RESOLUTION** – Urging the Florida State Legislature to enact legislation to provide a public records exemption for Municipal Clerks and employees who perform municipal elections work or code enforcement functions.

The Florida Association of City Clerks is requesting that municipalities in the State of Florida adopt a resolution urging the Florida State Legislature to provide a public records exemption for the personal information of current municipal clerks and employees who perform municipal elections work or code enforcement functions. The Florida Association of City Clerks (“FACC”) and the City Commission of the City of Sanford, Florida recently adopted resolutions for this purpose, and FACC is asking that the Village of North Palm Beach adopt a resolution urging the same.

Many members of municipal staffs who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings related to neglect or abuse, or other activities that could lead to a criminal prosecution are exposed to threats or other acts of violence. Municipal clerks administer elections, and election workers have been targeted for threats and violence due the nature of the materials for which they are responsible. Furthermore, municipal clerks are involved in legal enforcement proceedings in actions related to violations of municipal codes and ordinances.

There are currently twenty-seven (27) public record exemptions for specific government roles, one of which applies to code enforcement officers. However, there is no public record exemption applicable to municipal clerks, who both administer elections and assist in code enforcement proceedings.

There is no immediate fiscal impact.

The attached resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution urging the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or code enforcement functions.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN THE CODE ENFORCEMENT FUNCTIONS OF A MUNICIPALITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many municipal staff members who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by violators/defendants; and

WHEREAS, Florida law currently contains public records exemptions for local personnel who either investigate, enforce, or otherwise provide a service that can result in contentious interactions with members of the public, and municipal clerks and their staffs fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks has expressed great concern for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with municipalities; and

WHEREAS, the Village Council determines that the adoption of this Resolution urging a public records exemption for municipal clerks and their staffs is in the interests of the public health, safety, and welfare.

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 hereby ratified and incorporated herein.

Section 2. The Village Council for the Village of North Palm Beach hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in the code enforcement functions of a municipality.

Section 3. The Village Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, Senator Mack Bernard, Representative Mike Caruso, the Palm Beach County League of Cities, and the Florida League of Cities.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

From: Florida Association of City Clerks <apayne@flcities.com>
Sent: Wednesday, January 22, 2025 3:04 PM
To: Green Jessica
Subject: Public Records Exemption

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Florida Association of City Clerks

Public Records Exemption

The FACC Board of Directors is considering how to pursue state legislation to provide a public records exemption for the personal information of current Municipal Clerks and employees who perform municipal elections work.

Thank you to everyone who recently sent responses and comments to FACC President-Elect Elizabeth Garcia-Beckford!

The City Commission of the City of Sanford, Florida, recently adopted a resolution [here](#) urging the Florida State Legislature to enact legislation to provide a public records exemption for Municipal Clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city and providing for an effective date. We are asking you to adopt a resolution in your municipality urging the same. Click [here](#) to download a resolution template. Once the resolution is adopted in your municipality, please email a PDF copy to FACC staff at facc@flcities.com.

Background:

Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings related to neglect or abuse, or other activities that could lead to a criminal prosecution are exposed to threats and other acts of violence.

Municipal clerks often administer elections. Some election workers have been targeted for threats and violence due to the nature of materials they are responsible for. Further, clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances.

Occasionally, these proceedings have led to retaliation and threats by defendants.

There are currently 27 public records exemptions in Florida. Of these exemptions, eight are for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken. Municipal clerks and their respective staffs fall within the window for greater protection.

[Download Resolution Template](#)



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City Clerks
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facc@flcities.com
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Florida Association of City Clerks

RESOLUTION 2025-78

A RESOLUTION OF THE FLORIDA ASSOCIATION OF CITY CLERKS URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

Whereas, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

Whereas, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

Whereas, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staff fall within the need for a window for greater protection; and

Whereas, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staff who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA ASSOCIATION OF CITY CLERKS THAT:

SECTION 1: The Florida Association of City Clerks hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

SECTION 2: A certified copy of this Resolution be sent to Governor Ron DeSantis, members of the Florida Senate, the Florida House of Representatives and the Florida League of Cities.

Presented this 27th day of January 2025.

Patricia J. Burke, MPA, MMC, RLO

President, Florida Association of City Clerks

Town Clerk-Manager, Town of Palm Shores, Florida

Resolution No. _____ [Enter Resolution Number]

A Resolution of the _____ [City/Town/Village Council or Commission] of the _____ [City/Town/Village] of _____ [Name of City/Town/Village], Florida urging the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city and providing for an effective date.

Whereas, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

Whereas, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for

Whereas, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

Whereas, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

Whereas, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

Whereas, the _____ [City/Town/Village of Name of City] has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

Now, Therefore, be it Resolved By the _____ [City/Town/Village Council or Commission] of the _____ [City/Town/Village] of _____ [Name of City/Town/Village], Florida as follows:

(1). The _____ [City/Town/Village Council or Commission] of the _____ [City/Town/Village] of _____ [Name of City/Town/Village] hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the City Commission [replace with city/town/village].

(2). The Mayor and _____ [City/Town/Village Council or Commission] of the _____ [City/Town/Village] of _____ [Name of City/Town/Village], Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

(3). The [City/Town/Village Clerk] is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, Senator (insert city's Senator(s)) and Representative (insert city's Representative(s)), the _____ League of Cities [insert Local/Regional League], and the Florida League of Cities (FLC).

(4). This Resolution shall take effect immediately upon its adoption.

Passed and Adopted this _____ [enter day] of January, 2025.

Attest:

[City/Town/Village] of **[City/Town/Village Name Here]**

[Name of Municipal Clerk Here]

[City/Town/Village Clerk Job Title Here]

By: _____

[Name of Mayor Here]

Mayor

Approved as to form and legal sufficiency.

[Name of Attorney Here] City Attorney