



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, JULY 10, 2025  
6:00 PM

Deborah Searcy  
Mayor

Lisa Interlandi  
Vice Mayor

Kristin Garrison  
President Pro Tem

Susan Bickel  
Councilmember

Orlando Puyol  
Councilmember

Chuck Huff  
Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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

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

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

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

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

### **AWARDS AND RECOGNITION**

1. Proclamation - Parks and Recreation Month
2. Proclamation - 14th Annual KidsFit Jamathon

### **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.

#### **3. INTRODUCTION OF APPLICANTS TO WATERWAYS BOARD**

#### **4. RESOLUTION – Appointing one resident member to the Waterways Board.**

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

## 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.*

5. Receive for file Minutes of the Planning, Zoning, and Adjustment Board meeting held 6/3/2025.

## DECLARATION OF EX PARTE COMMUNICATIONS

## PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

## OTHER VILLAGE BUSINESS MATTERS

6. **RESOLUTION - IRRIGATION AND SOD REPLACEMENT** Consider a motion to adopt a resolution approving a contract with Precision Landscape Company of Palm Beach County, Inc. for the installation of a portable water irrigation line and sod at Anchorage Park at a total cost of \$102,136.00.
7. **RESOLUTION – PUBLIC PARTICIPATION RULES AND PROCEDURES** Consider a motion to adopt a resolution adopting public participation and decorum rules and procedures.

## COUNCIL AND ADMINISTRATION MATTERS

8. NPB University - "Know Your Budget"

## MAYOR AND COUNCIL MATTERS/REPORTS

## VILLAGE MANAGER MATTERS/REPORTS

9. **WORKSHOP** – Ordinance Adopting Tree Preservation Requirements and Tree Removal Permits.

## 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.

# VILLAGE OF NORTH PALM BEACH

## 2025 WATERWAYS BOARD APPLICANTS

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Current openings and applicants for the Waterways Board are listed below. The Village Council may appoint new members or reappoint incumbents at its discretion. The term of appointment varies, depending on the Board and the Village Council may modify the duration at the time of appointment in order to provide for staggered terms.

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### **Waterways Board**

<b>1 Seat</b>	3 year term
<b>Requirements</b>	Village Resident
<b>4 Applicants</b>	Scott Bielecky
	Robert Hopler
	Megan Komer
	Kenneth Soule

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THE VILLAGE OF

# North Palm Beach

Office of the Village Clerk

501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4906 • 561-841-3355 • FAX 561-881-7469

[www.village-npb.org](http://www.village-npb.org) • [npbclerk@village-npb.org](mailto:npbclerk@village-npb.org)

## APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Scott Bielecky HOME PHONE 561-719-2427

ADDRESS 625 Southwind Circle, Unit 112 NPB, 33408

OCCUPATION Retired BUSINESS PHONE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

E-MAIL ADDRESS (optional) Beek1@me.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience Retired Firefighter, BA Business Admin.; MPA

How long have you lived in North Palm Beach? 14 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Vice President of Pro's Not Cards COA Board

Do you currently serve on a Village Board? Yes  No  If yes, which one? \_\_\_\_\_

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- Audit Committee
- Business Advisory Board
- Environmental Committee
- Country Club Advisory Board
- Library Advisory Board
- General Employees Pension Board \*
- Police and Fire Pension Board \*
- Planning Zoning and Adjustment Board \*
- Recreation Advisory Board
- Waterways Board

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? No

Why are you interested in serving on this board? I have a strong interest in ecology and marine environment

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? NO

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

To ensure NPB waterways are safe, efficient, and environmentally sound.  
I have vast background with boating, waterway rules,

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? I live on German River I owned and operated a salt water aquarium business for over 16 years.

Signature \_\_\_\_\_ Date 6/5/2025

**ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING AND SUNSHINE LAW TRAINING WITHIN 60 DAYS OF APPOINTMENT.**  
\* Pension Board members and Planning, Zoning, and Adjustment Board members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.

**\*Please Note\*: Per Section 2-1(m)(2) of the Village Code of Ordinances if any member of a board or committee is absent from three (3) regular meetings within a twelve month period (from May 1 to April 30), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee.**

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## APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Robert Hopler HOME PHONE 561-345-0992

ADDRESS 11370 Twelve Oaks Way Apt, 515 North Palm Beach, FL 33408

OCCUPATION Retired BUSINESS PHONE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

E-MAIL ADDRESS (optional) bob.hopler@gmail.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience BS Civil Engineering-Bucknell University and MBA-Rutgers University

How long have you lived in North Palm Beach? 20 Years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. \_\_\_\_\_

Previously served on the Twelve Oaks Marina Committee and as a Deacon at First Pres. NPB

Do you currently serve on a Village Board? Yes  No  If yes, which one? \_\_\_\_\_

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- |  |  |
|--|--|
| <input type="checkbox"/> Audit Committee             | <input type="checkbox"/> General Employees Pension Board *     |
| <input type="checkbox"/> Business Advisory Board     | <input type="checkbox"/> Police and Fire Pension Board *       |
| <input type="checkbox"/> Environmental Committee     | <input type="checkbox"/> Planning Zoning and Adjustment Board* |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board             |
| <input type="checkbox"/> Library Advisory Board      | <input checked="" type="checkbox"/> Waterways Board            |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? To help preserve and improve the NPB waterways

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? Yes

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

Per Sec. 5-104 Code, to insure the waterways and marina are maintained and operated to provide a safe, efficient,

economical and environmentally sound system of waterways. I would endeavor to do so and work with the board to improve the waterways.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? As a licensed captain and local resident, and frequent user of the waterways, I am very happy with the recent improvements made and look forward to assist with future improvements.

Signature RA Hopler Date 06/17/2025

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**APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE**

NAME Megan Komer HOME PHONE 561-510-5836

ADDRESS 500 Flotilla Road, North Palm Beach, FL 33408

OCCUPATION Horizon Yacht USA New Build Consultant BUSINESS PHONE 561-721-4850

BUSINESS ADDRESS 1201 US Highway 1, Suite 1, North Palm Beach FL, 33408

E-MAIL ADDRESS (optional) mtatejohnson@yahoo.com Resume attached? (optional) Yes  No

Brief Description of Education/Experience Bachelor's Degree from UCF in Interdisciplinary Studies, focusing on Mass Communication, Cultural Anthropology, and Marketing.

How long have you lived in North Palm Beach? 8 Years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. I have never been on a committee, but I taught AP Environmental science, graduated from JERFSA at Jupiter High School, volunteered many hours with environmental associations and I am an avid boater.

Do you currently serve on a Village Board? Yes  No  If yes, which one? \_\_\_\_\_

**Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.**

- |  |  |
|--|--|
| <input type="checkbox"/> Audit Committee             | <input type="checkbox"/> General Employees Pension Board *     |
| <input type="checkbox"/> Business Advisory Board     | <input type="checkbox"/> Police and Fire Pension Board *       |
| <input type="checkbox"/> Environmental Committee     | <input type="checkbox"/> Planning Zoning and Adjustment Board* |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board             |
| <input type="checkbox"/> Library Advisory Board      | <input checked="" type="checkbox"/> Waterways Board            |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? To help our North Palm Beach community and get more involved in protecting our waterways.

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? No

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

Please see on attached Cover Letter  
Thank You

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? Growing up here in Jupiter/North Palm area, I am deeply familiar with our local waterways. I am passionate about protecting and enhancing North Palm Beach's natural resources.

Signature Megan Komer Date 6/4/2024

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**MEGAN J. KOMER**  
North Palm Beach, Florida 33408  
mobile (561) 510-5836  
mtatejohnson@yahoo.com

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Dear Village of North Palm Beach,

I am an experienced professional with 14 years in customer service, in conjunction with my experience in the restaurant service industry. I graduated from the University of Central Florida class of 2007 with a Bachelor of Science degree in Interdisciplinary Studies, focusing on Marketing and Cultural Anthropology, and a Minor in Mass Communication. I have thrived in a fast-paced environment and developed the skills to think on my feet and adjust to any situation. The past 4 ½ years, I have been working for Horizon Yacht USA, gaining knowledge and skills within the yachting community. I have enjoyed this time immensely, being a part of the yachting and boating community.

I understand that the Waterways Board is responsible for ensuring the safe, efficient, economical, and environmentally sound operation and improvement of the Village's waterways and the Anchorage Park Marina. The board plays a vital role in analyzing and addressing issues that affect our waterways, engaging the community, and advising the Village Council on improvements and policy. With my background in environmental science, education, and local volunteer work, as well as my personal experience as a boater, I would contribute both ecological insight and practical knowledge. I am passionate about preserving the health and accessibility of our waterways and would work to support the board's mission.

Thank you in advance for your time and attention. I look forward to your response.

Sincerely,



Megan Komer

**MEGAN J. KOMER**  
North Palm Beach, Florida 33408  
mobile (561) 510-5836  
mtatejohnson@yahoo.com

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**EDUCATION**

**University of Central Florida, Orlando, FL**                      Graduation Date: May 2007  
Degree: Bachelor of Science - GPA 3.2  
Major: Interdisciplinary Studies in Marketing and Cultural Anthropology  
Minor: Mass Communication

**EMPLOYMENT**

**Horizon Yacht USA, North Palm Beach, FL**                      5/21 - Present  
New Build Consultant

- Working closely with clients as they build their dream yacht. Coordinating back and forth from the Horizon Shipyard in Taiwan
- Advising throughout the build process in design, interior, and general layout of the vessel.
- Help plan and execute our yearly Owner Rendezvous around the world.
- Help prepare promotional materials for the company, as needed - inventory boat brochures, cheat sheets, etc.
- Update website with inventory boats, new models, web news, publications, virtual boat show, etc.
- Create and maintain new and inventory yacht listings on Yachtworld and Yatco. Refresh photographs, specs, and virtual tours
- Charter advisor for the Horizon Yacht Charter Division

**Sailfish Marina Resort and Restaurant, Palm Beach, FL**                      4/13 - 1\21  
Catering Director and Restaurant Manager

- Booked and coordinated weddings, special events, charity functions, educational functions and fishing tournaments on property including Operation Sailfish, Lionfish Derby and Hope Town United.
- Responsible for creating Banquet Event Orders for clients that include banquet meal items, bar options chosen, time of service, layout of event and overall timeline.
- Once obtained by client responsible for organizing kitchen and staff members to execute Banquet Event Order
- Duties include scheduling and overseeing over 150 staff members, monitor actions of staff and customers to ensure that health, happy and safety standards are obeyed.
- Handling of receipts, money exchange and catering deposits
- Arrange for maintenance and repair of equipment and other services
- Ordered and maintained inventory throughout the restaurant and banquet facility.
- Creating and updating Marketing Materials for Event Spaces and Advertising
- Management Safe Serve Certified including Covid-19 special training

**Guanabanas Cafe, Jupiter, FL** 3/06 – 10/12  
Front of House Manager & Server

- Worked my way up from Server to Manager
- Duties include scheduling of staff, monitor actions of staff and customers to ensure that health and safety standards and liquor regulations are obeyed and handling of receipts and restaurant deposits
- Maintained a concise understanding of menu ingredients menu offerings to explain to restaurant clientele
- Scheduled and taught server training with the staff and General Manager
- Ability to work in high volume/high stress situations and make split second decisions to benefit everyone involved in a positive way
- Customer service and client relations

**Jupiter High School, Jupiter, FL** 2/09- 6/12  
Substitute Teacher

- Responsible for overseeing high school students courses ranging from Physical Education to French Language
- Taught AP Environmental Science and Biology at Jupiter High School during teacher maternity leave.
- Management of daily distribution of course curriculum to students
- Maintained class roll and conducted directed class room activities

**DeVries International, Jupiter, FL** 11/08- 11/09  
International Sales Coordinator, Chaparral Boats

- Responsible for international customer servicing of boat distribution
- Scheduled global shipments of products and filed clientele information
- Researched competitors inventory and presented results to management for consideration of business development
- Maintained Pro-Forma invoicing for general shipping of products

**COMPUTER  
EXPERIENCE**

Microsoft Office Suite, Edline, QuickBooks, Publisher, Shift Notes,  
Yachtworld, Yatco, IYBA, CYA

**ACTIVITIES**

IYBA Member, PADI Certified Diver, Coastal Conservation Association  
Member, Avid Outdoorsman, Former Professional Wakeboarder, IGFA and  
Billfish Foundation Contributor, West Palm Beach Fishing Club Member  
since 1993



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Village Clerk

JUN 23 2025

Received

### APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Kenneth Soule HOME PHONE 5617532741

ADDRESS 396 G Golfview Road

OCCUPATION Retired BUSINESS PHONE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

E-MAIL ADDRESS (optional) ken.soule@websaver.net Resume attached? (optional) Yes  No

Brief Description of Education/Experience Associates degree in computer science. Certified i-Net professional

How long have you lived in North Palm Beach? 3 years Are you seasonal? Yes  No

Please list any current or prior experience as a volunteer on a board, committee, association, etc. Friends of Veterans, Board member Palm Beach County Veterans Committee, Webmaster & Board member Past Commander & Finance Officer, American Legion

Do you currently serve on a Village Board? Yes  No  If yes, which one? \_\_\_\_\_

**Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.**

- |  |  |
|--|--|
| <input type="checkbox"/> Audit Committee             | <input type="checkbox"/> General Employees Pension Board *     |
| <input type="checkbox"/> Business Advisory Board     | <input type="checkbox"/> Police and Fire Pension Board *       |
| <input type="checkbox"/> Environmental Committee     | <input type="checkbox"/> Planning Zoning and Adjustment Board* |
| <input type="checkbox"/> Country Club Advisory Board | <input type="checkbox"/> Recreation Advisory Board             |
| <input type="checkbox"/> Library Advisory Board      | <input checked="" type="checkbox"/> Waterways Board            |

Applicants for Country Club Advisory Board, do you have a membership at the Country Club? Yes  No   
If yes please check which type of membership you hold: Golf  Pool  Tennis  Are you a WGA Member? \_\_\_\_\_

Why are you interested in serving on this board? I use the Anchorage Park facility, live on the water and past Navy Deep Sea Diver

For new applicants only: Have you attended any meetings of the board or committee for which you are applying? no

What is your understanding of the role and responsibilities of this particular board or committee and how would you further its mission?

Keeping the North Palm Beach waterway an active part of the community. Looking at improvements and environmental impact. Assisting with keeping the waterway access and safe to all that use it. Continue to observe and report any issues spotted while I am boating on the waterway.

Is there anything else you would like to share with us that you think is relevant to your candidacy for this position? Team building skills creating and fostering a good working environment to accomplish given goals.

Signature  Date 23 June 2025

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## **Ken Soule**

**396 G Golfview Road North Palm Beach, Florida 33408**

### **United States Navy Active duty**

**1975 – 1980**

Petty officer second class (HT2/DV) Second-class deep-sea diver  
Hull technician. As required; Top Secret Clearance

### **Associates of Science Degree 2013**

Information Technology /Computer Security & Network Engineer

### **CompTia Certified iNet professional 2003**

Webmaster

### **Florida State Licensed Security Officer (Retired)**

Armed security details to include:

Motor Escort Officer Controlled entry, private property General property security.  
Private school resource officer Personal security escort

### **American Legion Life Member**

Current Member: Post 271 Tequesta, Florida Past Commander Post: 367, Royale Palm Beach, Florida  
Past Finance Officer: Post 367, Royale Palm Beach, Florida Past Southern Area Chairman: Legion Riders  
Past Director: American Legion Riders Post 268

### **Disabled American Veterans (DAV) Life Member**

**Viet Nam Veterans of America Life Member** Chapter 25 West Palm Beach

**Palm Beach County Veterans Court** Senior Staff & Navy Mentor

**Society of Mayflower Descendants** Massachusetts Life Member

**Nam Knights of America MC** Palm Beach County Chapter Patched Member

**Harley Davidson Owners Group** ( HOG ) Life Member

**NRA** Life Member

**RNC** Member at various levels

**Heritage Foundation** Supporting Member

**Judicial watch** Supporting Member

**Hillsdale College** Supporting Member

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

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TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Jessica Green, Village Clerk  
DATE: July 10, 2025  
SUBJECT: **RESOLUTION** – Appointing one resident member to the Waterways Board.

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In accordance with Chapter 2, Article 1 of the Code of Ordinances, the Village Council may appoint citizens as members of its Boards to serve at the pleasure of the Council.

Presently there is one vacant position on the Waterways Board due to Roberto Flores declining his May 8, 2025 appointment to the Waterways Board. The opening has been advertised on the Village's website, newsletter, and Facebook page. The Village Clerk's Office received four (4) applications for the vacant position:

Scott Bielecky  
Robert Hopler  
Megan Komer  
Kenneth Soule

The *Applications for Appointment* are attached included the backup materials to agenda item #1 for Council consideration.

The applicants were contacted for an interview with the Council to be conducted under Statements from the Public. Selection of the new members will be conducted by ballot. One appointed member will serve a three-year term which expires on April 30, 2028.

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

**There is no fiscal impact.**

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution appointing one resident member to a vacant position on the Waterways Board to serve the remainder of one (1) three-year term expiring on April 30, 2028 in accordance with Village policies and procedures.**

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING A MEMBER TO THE WATERWAYS BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 2, Article I of the Village Code of Ordinances, the Village Council may appoint residents of the Village as members of Village advisory boards to serve at the pleasure of the Village Council, subject to the terms and conditions set forth therein; and

WHEREAS, the Village Council wishes to appoint a Village resident to serve on the Village Waterways Board.

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

Section 1. The following person is hereby appointed to the Waterways Board for a term commencing July 10, 2025 and expiring as indicated below:

WATERWAYS BOARD

\_\_\_\_\_ April 30, 2028

Section 2. The Village Clerk is hereby directed to send a conformed copy of this resolution to the members appointed above.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 10<sup>TH</sup> DAY OF JULY, 2025

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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



**Village of North Palm Beach  
Planning, Zoning and Adjustment Board  
MINUTES  
Tuesday, June 3, 2025, at 6:30 pm  
Village Hall Council Chambers**

**CALL TO ORDER**

Chair Solodar called the meeting to order at 6:30 PM.

**Roll Call**

**BOARD MEMBERS PRESENT:**

Donald Solodar, Chair  
Jonathan Haigh, Vice-Chair  
Thomas Hogarth, Member  
Cory Cross, Member  
Claudia Visconti, Member  
Mark Michels, Member

**BOARD MEMBER(S) ABSENT:**

Scott Hicks, Member

**VILLAGE STAFF:**

Building Director Valentino Perez,  
Attorney, Len Rubin,  
Councilmember Orlando Puyol  
Planning Consultants: Lance Lilly and Alex Ahrenholz, AICP

**II. Deletions, Additions or Modifications to the Agenda:**

Delete Agenda Item #5, which was previously heard at a prior meeting.

**III. Public Comment (Non-Agenda Items): NONE**

**IV. Approval of Minutes**

**May 6, 2025: Member Hogarth motions to approve, Member Cross seconds. 6-0**

**V. Reorganization of the Planning and Adjustment Board:**

This item was removed from the agenda.

**VI. Declaration of Ex-Parte Communications: NONE**

**VII. Quasi-Judicial Matters / Public Hearings**

The Village Attorney swore all persons speaking.

**A. Site Plan & Appearance Reviews**

**1. 910 US Highway 1 – (Baer Furniture)**

Gene Valdini of GPN Contracting explained to the Board that the subject property, Baer Furniture, intends to remove the stone from the north and south facades. The proposed removal will preserve the existing landscaping, and the exposed areas will be re-stuccoed and painted to match the front and rear facades.

Mr. Lilly provided a staff presentation to give additional context regarding the proposed site plan and appearance request.

*Public Comment:*

Deborah Cross, Village Resident, questioned whether the removal of the stone would make the façade a blank stucco wall. Mr. Valdini explained that the landscaping will remain concealing the appearance of the wall.

*Motion: Member Cross motions to approve, Member Hogarth seconds. 6-0 approved.*

**2. 200 Yacht Club Drive**

Lentzy Jean-Louis, Urban Design Studio (UDS), on behalf of the property owner, explained the request to keep the north-to-south utility lines in the alleyway overhead rather than placing them underground. As part of the new plans, the Applicant would also rotate the pool's configuration, relocate four live oaks from the alley and reposition them near the proposed pool location plans, include smaller and more suitable tree species, and update the site plan to reflect all the changes.

Mr. Ahrenholz then delivered the Staff presentation to guide the Board's discussion.

Member Visconti expressed concerns about the relocation of the four oak trees, emphasizing the need for landscaping tall enough to block views from the adjacent neighborhood. The Applicant responded that the new landscaping would include Silver Buttonwood trees.

Member Hogarth raised questions about easements on the property, including an anchor easement shown on the plans. Jesse Parrish of Simmons and White clarified that there is currently no anchor in place, and the easement would require formal abandonment. Member Hogarth also noted the Village's broader goal to convert overhead power lines to underground and suggested that this project at 200 Yacht Club could serve as a catalyst for undergrounding efforts.

Member Visconti inquired whether there were additional reasons for not undergrounding beyond avoiding disruption to neighbors. Mr. Parrish explained that they had consulted with Florida Power & Light (FP&L) to assess impacts on residents.

Member Hogarth proposed that if the Board were to approve the request, it should be conditional allowing construction to proceed only if the conduit for underground utilities is installed and ready for future use. Vice-Chair Haigh highlighted the significant infrastructure requirements involved in undergrounding utility lines.

Member Michels asked whether previous approvals had included undergrounding the alley and voiced aesthetic concerns, suggesting that resident feedback should be considered for any potential underground project.

Vice-Chair Haigh also inquired whether the proposed Silver Buttonwoods along the alley would be trees or hedges and asked about their height. Nicholas Mihelich of Urban Design Studio confirmed they would be trees, each standing 12 feet tall.

Mr. Parrish noted that many of the construction details are addressed during the design phase, which is why they have retained an FP&L consultant to assist in evaluating the impacts.

*Public Comment:*

Deborah Cross, a Village resident, mentioned that the Applicant was aware of the time and cost required to complete the underground of the utilities when the project was originally approved.

*Motion:* The Board motioned to table the item and add it to the agenda for the July meeting. The request included feasibility study, graphics, and diagrams explaining why the underground project is not feasible.

*Member Visconti makes a motion for tabling the item with the study, Member Hogarth seconds. 4-2 (opposed Vice-Chair Haigh, Member Dr. Michels)*

### **Commission Member Comments**

Member Hogarth questioned why the former Ruth's Chris restaurant project, discussed at the May meeting, was not included on the June agenda. Mr. Lilly explained that the application is still under review and will be scheduled for a subsequent meeting in July.

### **Staff Updates**

**Next Meeting:** July 1, 2025

### **Adjournment**

Meeting adjourned at **7:45 PM**

*All members of the public are invited to appear at the public hearing, which may be continued from time to time, and be heard with respect to this matter.*

*If a person decides to appeal any decision made with respect to any matter considered at the subject meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which shall include 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 Planning Zoning and Adjustment Board. Due to the nature of governmental duties and responsibilities, the Planning Zoning and Adjustment Board reserves the right to make additions to, or deletions from, the items contained in this agenda.*

**VILLAGE OF NORTH PALM BEACH  
PARKS & RECREATION DEPARTMENT**

---

TO: Honorable Mayor and Council  
THRU: Chuck Huff, Village Manager  
FROM: Ashley Shipman, Director of Parks & Recreation  
DATE: July 10, 2025  
SUBJECT: **RESOLUTION – Anchorage Park Sod and Irrigation Contract**

---

The Parks and Recreation Department seeks Village Council approval of a contract with Precision Landscape Company of Palm Beach County, Inc., for the installation of a new potable water irrigation line at Anchorage Park. The line will extend from the existing meter on the south side of the park to the area known as the “Bowl.”

This project addresses long-standing concerns and frequent complaints about the deteriorated condition of the turf in this area. The current irrigation system uses a water source with high salinity levels, resulting in significant turf damage and bare patches that negatively affect both the usability and appearance of the Bowl.

While Staff considered the alternative of installing salt-tolerant Paspalum grass, that option would involve substantially higher upfront costs and ongoing annual expenses for re-sodding. Additionally, recurring re-sodding would lead to extended downtimes, thereby limiting community access and disrupting recreational programming.

To move forward efficiently, staff is requesting a waiver of the Village’s purchasing policies and procedures in order to contract directly with Precision Landscape Company, with whom the Village already has an existing contract. Precision has consistently provided high-quality service and has committed to maintaining the irrigation system post-installation, reducing long-term operational impacts.

Staff believes this approach offers the most cost-effective and sustainable solution for restoring and maintaining the Bowl at Anchorage Park.

The total project cost is \$102,136, which includes \$59,900 for turf installation and \$42,236 for the irrigation system. This is an unbudgeted project and will be expensed from the Recreation Department budget. If necessary, a budget amendment will be prepared at year-end to reflect this expenditure.

**Account Information:**

<b>Fund</b>	<b>Department / Division</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
General Fund	Parks and Recreation	A8028-66210	Construction & Major Renovation	\$102,136.00

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving a Contract with Precision Landscape Company of Palm Beach County, Inc. in an amount not to exceed \$102,136.00, with funds expended from the General Fund Account No. A8028-66210 (Parks and Recreation - Construction & Major Renovation), authorizing the Mayor and Village Clerk to execute the Contract, and waiving the Village's purchasing policies and procedures for this expenditure.**

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. FOR THE INSTALLATION OF A POTABLE WATER IRRIGATION LINE AND SOD AT ANCHORAGE PARK AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; WAIVING THE VILLAGE’S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Precision Landscape Company of Palm Beach County, Inc. (“Precision”), the Village’s landscape maintenance contractor, provided estimates for the installation of a potable water irrigation line and sod for “the Bowl” area of Anchorage Park, and Village Staff recommended executing a contract for such services; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves a Contract with Precision Landscape Company of Palm Beach County, Inc. for the installation of a potable water irrigation line and sod at Anchorage Park at a total cost of \$102,136.00, with funds expended from Account No. A8028-66210 (Parks and Recreation – Construction and Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this purchase, the Village Council hereby waives all conflicting provisions of the Village’s purchasing policies and procedures.

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

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

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

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

## **CONTRACT**

THIS CONTRACT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC., a Florida corporation.

WHEREAS, the VILLAGE is need of services and materials for installation of a new potable water irrigation line at Anchorage Park and the installation of new sod for the “Bowl” area; and

WHEREAS, CONTRACTOR is the current provider of landscape maintenance services, and CONTRACTOR has provided the VILLAGE with cost Estimates to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its Estimates, pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE 1. SERVICES OF CONTRACTOR.**

CONTRACTOR shall perform the services set forth in its Estimates dated May 13, 2025 (Estimate No. 282545) and May 17, 2025 (Estimate No. 282582) attached hereto as Exhibit “A” and incorporated herein by reference (“Work”). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

### **ARTICLE 2. TERM OF CONTRACT.**

The term of this Contract shall commence upon the VILLAGE’s issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

### **ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.**

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR’s Estimates in an amount not to exceed One Hundred and Two Thousand One Hundred and Thirty-Six Dollars and No Cents (\$102,136.00).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE’s representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative’s approval.

- C. Work undertaken or expenses incurred that exceeds an amount set forth in the Estimates without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.
- D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.
- E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

#### **ARTICLE 4. INSURANCE.**

- A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of \$1,000,000.00 in aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.
- C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.
- E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

**ARTICLE 5. PERSONNEL.**

A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work (including subcontractors) shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

**ARTICLE 6. INDEMNIFICATION.**

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

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

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

**ARTICLE 7. INDEPENDENT CONTRACTOR.**

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

**ARTICLE 8. TERMINATION.**

This Contract may be terminated by CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid

for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9. SUCCESSORS AND ASSIGNS.**

The VILLAGE and 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 above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

**ARTICLE 10. ACCESS AND AUDITS.**

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at 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.

**ARTICLE 11. ENFORCEMENT COSTS.**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 12. PROTECTION OF WORK AND PROPERTY.**

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

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

**ARTICLE 13. NOTICE.**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach  
Attn: Village Manager  
Village Hall  
501 U.S. Highway One  
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

Precision Landscape Company of Palm Beach County, Inc.  
Attn: Rick Giordano  
9450 Old Dixie Highway  
North Palm Beach, FL 33408

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.**

The VILLAGE and CONTRACTOR agree that this Contract, including all documents referenced herein, 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.

**ARTICLE 15. TERMINOLOGY AND CAPTIONS.**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

**ARTICLE 16. PREPARATION.**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**ARTICLE 17. 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 and without notice terminate this Contract.

**ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.**

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 19. LEGAL EFFECT.**

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

**ARTICLE 20. 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.

**ARTICLE 21. WAIVER OF SUBROGATION.**

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.

**ARTICLE 22. WARRANTY.**

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

**ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.**

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

**ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.**

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. 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.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

**ARTICLE 25. FEDERAL AND STATE TAXES.**

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

**ARTICLE 26. INSPECTOR GENERAL**

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

**ARTICLE 27. PUBLIC RECORDS.**

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

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

1. Keep and maintain public requires required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

#### **ARTICLE 28. E-VERIFY**

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

#### **ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL**

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. 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 CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

*Remainder of page blank – signatures on next page*

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

**CONTRACTOR:**

**PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC.**

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

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

Title: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

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

DEBORAH SEARCY  
MAYOR

ATTEST:

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

JESSICA GREEN  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

VILLAGE ATTORNEY

# Estimate

**Precision Landscape Co.**  
**9450 Old Dixie Hwy**  
**North Palm Beach, FL 33403**

561.881.8866 - Office  
 admin@precisionlandscapeco.com

Date	Estimate #
5/17/2025	282582

P.O. No.	Admin	Rep
	Village of North Palm	Inst

Village of North Palm Beach/  
 Public Works  
 645 Prosperity Farms Road  
 North Palm Beach, FL 33408

Item	Description	Rate	Qty	U/M	Total
	Anchorage Park Bowl				
TEAM - SP...	(Spray) bowl area to eradicate weeds/insecticide	0.05	68,000		3,400.00
Landscape ...	Till/Laser Grade/Remove all debris- hand grade final	0.10	68,000		6,800.00
Dump Truck	Dump Truck	50.00	34		1,700.00
Skid Steer ...	Skid Steer Loader with Operator	95.00	40		3,800.00
Sod Pallet -...	Install Sod Pallet - St. Augustine	0.65	68,000		44,200.00

**Quoted prices are based on complete acceptance of all items in this estimate.**

**All estimates under \$700 require payment in full; over \$700 requires a 50% deposit, prior to work commencement. If you would like to pay by credit card, please contact our office and a 2% credit Card fee will be applied. Prices quoted are valid for 30 days from date of estimate.**

Signature: \_\_\_\_\_

<b>Total</b>	<b>\$59,900.00</b>
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# Estimate

**Precision Landscape Co.**  
**9450 Old Dixie Hwy**  
**North Palm Beach, FL 33403**

561.881.8866 - Office  
 admin@precisionlandscapeco.com

Date	Estimate #
5/13/2025	282545

P.O. No.	Admin	Rep
	Village of North Palm	IRR

Village of North Palm Beach/  
 Public Works  
 645 Prosperity Farms Road  
 North Palm Beach, FL 33408

Item	Description	Rate	Qty	U/M	Total
	<b>Anchorage Park Irrigation</b>				
Landscape ...	Dig Trench from current back flow main pipe east towards Pavilion 334Ln ft , lay 2" pipe from back flow to under sidewalk at Pavilion and back fill	334.00	30		10,020.00
I-Pipe SCH ...	2" Pipe- F&I	10.75	700		7,525.00
I-Pipe 1 1/4...	1 1/4" Pipe F&I	10.25	880		9,020.00
I-Pipe SCH ...	1" Pipe SCH 40 F&I	9.50	380		3,610.00
I-Pipe 3/4" ...	3/4" Pipe F&I	8.00	200		1,600.00
I-Electric V...	Electric Valve	325.00	8		2,600.00
I-Irrigation	Wire valve, connectors, fittings, funny pipe, wire, couplers, T's, 90's, Funny L.	2,250.00	1		2,250.00
I-Clock	Installed Irrigation Clock (commercial)	775.00	1		775.00
I-Module	Module for all zones on clock	85.00	5		425.00
I-Bal Valve ...	Install 1 (2") Ball Valve	65.00	1		65.00
I-Valve Bo...	Install 12" Rectangular Valve Boxes	125.00	6		750.00
I-Rotor 12"	12" Rotor Commercial Series	58.00	62		3,596.00

**Quoted prices are based on complete acceptance of all items in this estimate.**

**All estimates under \$700 require payment in full; over \$700 requires a 50% deposit, prior to work commencement. If you would like to pay by credit card, please contact our office and a 2% credit Card fee will be applied. Prices quoted are valid for 30 days from date of estimate.**

Signature: \_\_\_\_\_

**Total** \$42,236.00

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

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney  
Jessica Green, Village Clerk

DATE: July 10, 2025

SUBJECT: **RESOLUTION** – Adoption of Public Participation and Decorum Rules and Procedures

---

At its June 12, 2025, meeting, the Village Council held a workshop regarding the potential adoption of public participation rules and procedures. As discussed at the workshop, Section 286.0114, Florida Statutes, requires the Village to give members of the public a reasonable opportunity to be heard on a proposition before the Village Council, subject to rules or policies adopted by the Council. Such rules and policies are limited to those that: (a) provide guidelines regarding the amount of time an individual has to address the Council; (b) prescribe procedures for allowing representatives of groups to address the Council; (c) prescribe procedures or forms for an individual to use in order to inform the Council of a desire to be heard or indicate his or her position on a proposition before the Council, and (d) designate a specific time period for public comment. Section 286.0114, Florida Statutes, only applies to public comment on a specific item before the Village Council and does not apply to public comment on non-agenda items.

Furthermore, as specifically authorized by Section 286.0114(2), Florida Statutes, municipal boards and commissions are free to adopt decorum rules applicable to members of the public for both agenda items and non-agenda items. A number of court decisions have upheld the right of legislative bodies to regulate decorum at public meetings, ruling that such meetings are limited public forums, thereby allowing the legislative body to enact content-based restrictions on speech so long as they are reasonable, applied in a consistent manner, and viewpoint neutral.

At the conclusion of the workshop, the Village Council directed Staff to draft rules and procedures applicable to Village meetings similar to the policies adopted by other municipalities and provided to the Council as back up materials. The attached Resolution adopts Public Participation and Decorum Rules and Procedures ("Rules and Procedures") applicable to all public meetings, including Village Council meetings and Village board and committee meetings. The proposed Rules and Procedures provide as follows:

A. Public Participation Rules:

- Each speaker shall be given (3) minutes to speak during both the public comment portion of the agenda or to address a particular item. This time may be extended by the presiding officer or reduced by majority vote of the Council or the Board. Speakers may not yield their allotted time to another speaker. Public comment is limited to three minutes in total, irrespective of the number of topics a speaker wishes to address.

- Speakers shall complete a comment card and when called to speak shall identify him or herself by name and address and indicate whether they are representing a group or organization.
- Comments should be addressed to the Council or Board as a body through the presiding officer and should not be addressed to a single Council or Board member or member of Village Staff.
- Members of the Council or Board may ask the speaker questions; however, speakers shall not attempt to engage any Council or Board member in a debate over any issue raised. Members of the Council or Board may choose to withhold comment or address an issue raised during public comment once the public comment portion of the meeting has closed or later in the meeting.
- During the public comment portion, speakers may address any topic related to Village business or operations or matters of general interest to the community; however, the public comment portion shall not be utilized to promote any commercial activity.
- Public participation at a workshop session may be permitted at the discretion of the Council or Board.
- Written comments submitted in advance of a meeting shall be distributed to all members and are part of the Village's records; however, they shall not be read aloud unless a majority of the Council or Board elects to do so.

B. Decorum Rules:

- All Village meetings shall be conducted in an orderly and businesslike manner. All participants and attendees shall be treated with respect.
- All persons in attendance, including Council and Board members, shall adhere to the following norms of civility:
  - While a speaker may speak strongly in opposition to another's views or actions, the character of the other person shall not be attacked.
  - A speaker's tone of voice and word choice shall be appropriate for a formal, civic meeting. The use of profanity or vulgarity or the making of defamatory or threatening comments shall not be tolerated.
  - It is never appropriate to make personal derogatory remarks, comment on anyone's personal integrity, make personally abusive comments, or make demeaning statements about individual persons.
  - Disruptive behavior and outbursts from the audience, including yelling, clapping, booing, or whistling, shall not be tolerated.

C. Enforcement:

- Should the presiding officer determine that a rule of procedure or decorum has been violated, the presiding officer shall interrupt the meeting and give the violator a verbal warning to cease such conduct. The presiding officer shall inform the violator that any subsequent violations may result in his or her removal from the meeting.

- Following the issue of a verbal warning, should the presiding officer determine that a rule of procedure or decorum has again been violated by the same person at the same meeting, the presiding officer shall direct the violator to leave the meeting. In the event the violator is requested to leave and refuses, the presiding officer may recess the meeting and direct Village law enforcement personnel to assist.
- Any determination by the presiding officer regarding enforcement of a rule of procedure or decorum may be overruled by a majority of the Council or Board members present at the meeting.

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

There is no fiscal impact.

**Recommendation:**

**Village Staff requests Council consideration of the attached Resolution adopting Public Participation and Decorum Rules and Procedures in accordance with Village policies and procedures.**

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

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING PUBLIC PARTICIPATION AND DECORUM RULES AND PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 286.0114, Florida Statutes, requires that any municipal board or commission give members of the public a reasonable opportunity to be heard on a proposition before the board or commission, with certain exceptions outlined in Section 286.0114(3), Florida Statutes; and

WHEREAS, Section 286.0114(2), Florida Statutes, specifically provides that the right of public participation does not prohibit a municipal board or commission “from maintaining orderly conduct or proper decorum in a public meeting,” and specifically authorizes the adoption of rules and procedures governing public comment; and

WHEREAS, numerous court decisions have upheld the right of legislative bodies to regulate decorum at public meetings, ruling that such meetings are limited public forums, thereby allowing the legislative body to enact content-based restrictions on speech so long as they are reasonable, applied in a consistent manner, and viewpoint neutral; and

WHEREAS, the Village Council wishes to adopt public participation and decorum rules and procedures applicable to meetings of the Village Council and all Village boards and committees; and

WHEREAS, the Village Council determines that the adoption of this Resolution in the interests of the public health, safety, and welfare.

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

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

Section 2. The Village Council hereby adopts Public Participation and Decorum Rules and Procedures, a copy of which is attached hereto and incorporated herein by reference.

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

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

Section 5. This Resolution shall take effect immediately upon adoption.

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

(Village Seal)

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MAYOR

ATTEST:

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VILLAGE CLERK



## **VILLAGE OF NORTH PALM BEACH**

### **PUBLIC PARTICIPATION AND DECORUM** **RULES AND PROCEDURES**

#### **A. Public Participation**

The Village of North Palm Beach welcomes comments from the public, and all members of the public shall be given a reasonable opportunity to make general comments and be heard on items placed on the agenda at any public meeting, subject to the rules and procedures set forth herein.

#### **B. Applicability**

These rules shall apply to all public meetings of the Village Council, the Planning, Zoning and Adjustment Board and any other Village board or committee. Additionally, in accordance with Section 286.0114(3)(a-d), Florida Statutes, the right of public participation shall not apply to the following:

1. An official act that must be taken to deal with an emergency situation affecting the public health, safety, and welfare if compliance with these rules and policies would cause an unreasonable delay in the ability of the Council or Board to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from Section 286.011, Florida Statutes (“Government in the Sunshine Law”) including, but not limited to, attorney-client sessions and collective bargaining strategy sessions; and
4. An item during which the Council or Board is acting in a quasi-judicial capacity, during which different rules and timeframes may be applicable.

#### **C. Public Participation Rules**

1. Each speaker shall be given an opportunity to speak for three (3) minutes during the public comment portion of the meeting or to address a particular agenda item. This time may be extended by the presiding officer or reduced by majority vote of

the Council or Board. Speakers may not yield their allotted time to another speaker.

2. The public comment portion is limited to a total of three (3) minutes per speaker irrespective of the number of topics the speaker wishes to address.
3. All speakers shall complete a comment card, indicating whether they wish to speak during the public comment portion or address a specific agenda item, and hand the comment card to the Village Clerk.
3. When called to speak by the presiding officer, the speaker shall step up to the podiums. Each speaker shall identify him or herself by name and address. The speaker shall state whether he or she is speaking on behalf of a group or organization and identify the group or organization.
4. All comments should be addressed to the Council or the Board as a body through the presiding officer. No speaker should address comments to a single member of the Council or Board, the Village Manager, the Village Attorney, the Village Clerk, or any other member of Village Staff unless a majority of the Council or Board members agree to allow such comments.
5. A Council or Board member may ask the speaker questions to clarify the speaker's comments; however, speakers shall not attempt to engage any member of the Council or the Board in a debate over any issue raised.
6. Any person wishing to address an item not on the agenda or on the consent agenda shall speak under the public comment portion of the meeting. Members of the Council or Board may choose to withhold comment or address the issue once the public comment portion of the meeting has closed or during the Council or Board member comment portion of the agenda. The Village Council may request that the Village Manager take action on requests or comments made by members of the public.
7. During the public comment portion, speakers may address any topic related to Village business or operations or matters of general interest to the community. However, the public comment portion shall not be utilized to promote any commercial activity.
8. There is no right to public participation at a workshop session. Public participation during workshop sessions may be permitted at the discretion of the Council or Board.
9. Written comments submitted in advance of the meeting shall be distributed to all Council or Board members and are part of the Village's records; however, they shall not be read aloud at the meeting unless a majority of the Council or Board elects to do so.

#### **D. Decorum Rules**

1. All Village meetings shall be conducted in an orderly and businesslike manner. All participants and attendees shall be treated with respect.
2. The Village is committed to the principles of civility. All persons in attendance, including Council and Board members, shall adhere to the following norms of civility:
  - a. While a speaker may speak strongly in opposition to another's views or actions, the character of the other person shall not be attacked.
  - c. A speaker's tone of voice and word choice shall be appropriate for a formal, civic meeting. The use of profanity or vulgarity or the making of defamatory or threatening comments shall not be tolerated.
  - d. It is never appropriate to make personal derogatory remarks, comment on anyone's personal integrity, make personally abusive comments, or make demeaning statements about individual persons.
  - e. Disruptive behavior and outbursts from the audience, including yelling, clapping, booing, or whistling, shall not be tolerated.

#### **E. Enforcement of Public Participation and Decorum Rules**

1. Should the presiding officer determine that a rule of procedure or decorum has been violated, the presiding officer shall interrupt the meeting and give the violator a verbal warning to cease such conduct. The presiding officer shall inform the violator that any subsequent violations may result in his or her removal from the meeting.
2. Following the issue of a verbal warning, should the presiding officer determine that a rule of procedure or decorum has again been violated by the same person at the same meeting, the presiding officer shall direct the violator to leave the meeting. In the event the violator is requested to leave and refuses, the presiding officer may recess the meeting and direct Village law enforcement personnel to assist.
3. Any determination by the presiding officer regarding enforcement of a rule of procedure or decorum may be overruled by a majority of the Council or Board members present at the meeting.

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

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: July 10, 2025

SUBJECT: **WORKSHOP** – Ordinance Adopting Tree Preservation Requirements and Tree Removal Permits.

---

The Village Council requested that this office prepare a draft Tree Preservation Ordinance, including a tree removal permit process, for the Council's consideration and input. The preliminary draft provided by Vice Mayor Interlandi has been revised and placed in Ordinance form.

The proposed Ordinance amends the Village's Zoning Code and seeks to protect identified native trees and swale trees throughout the Village as follows:

- Requires a tree removal permit for protected trees. Protected trees are defined as native trees (of the type and size identified in Section 45-103) and swale trees.
- Provides for exemptions to permit requirements for: (1) trees on single-family lots posing an unacceptable risk to persons or property as set forth in Section 163.045, Florida Statutes; (2) removal of trees by the Village's Public Works Department; (3) removal of trees that have been effectively destroyed by an Act of God or external forces; (4) routine pruning and maintenance that does not result in irreversible damage; (5) removal of invasive species; (6) removal of fruit trees; and (7) removal of a dead tree.
- Provides for review (and approval, approval with conditions, or denial) of tree removal permit applications by the Building and Zoning Director or designee.
- Requires that all development proposals (land development applications and building permits) provide for tree preservation and the evaluation of all alternative strategies.
- Provides mitigation requirements for tree removal in the form of relocation or replacement. If no viable relocation or replacement options exist, a contribution can be made to the Village's tree trust fund.
- Provides for the retention of a registered landscape architect and/or a certified arborist to assist with administration of the tree preservation requirements.
- Provides for enforcement through code enforcement proceedings or any lawful means. The proposed Ordinance also provides for additional penalties such as triple the permit fee, enhanced mitigation, and the issuance of a stop work order.

- Establishes a tree trust fund and restricts the use of such funds to: purchasing and planting trees on real property within the Village; funding public educational outreach programs; funding tree giveaways to residents; and supporting urban forestry programs and tree maintenance and/or preservation throughout the Village.

The cost of the tree removal permit and the required payments into the tree trust fund will be established through a separate resolution or added to the Village's adopted fee schedule for upcoming Fiscal Year.

**Recommendation:**

**Village Staff seeks Council consideration, input, and guidance regarding the proposed Ordinance adopting tree preservation requirements and tree removal permits.**



1 strengthens climate resilience, and upholds the village’s commitment to responsible  
2 land stewardship. This article encourages preservation and requires mitigation for  
3 the loss of valuable swale and native trees through relocation, replacement, and/or  
4 contribution to the tree trust fund.  
5

6 **Sec. 45-102. Applicability.**

7  
8 (a) The provisions of this article apply to all parcels of real property  
9 located within the village.  
10

11 (b) Unless otherwise provided in this article, no person, firm,  
12 corporation, association, or agency shall destroy, remove, or relocate a protected  
13 tree from any parcel of real property, including commercial properties, without first  
14 obtaining a tree permit from the village.  
15

16 (c) This article is intended to complement and not conflict with other  
17 village, state, and federal environmental regulations. However, in the case of such  
18 conflict, the more restrictive regulations shall apply.  
19

20 **Sec. 45-103. Definitions.**

21  
22 For purposes of this article, the following definitions shall apply:  
23

24 *Diameter at breast height (DBH)* means the measurement of a tree’s trunk  
25 diameter at four and one-half (4.5) feet above the ground. For multi-trunk trees,  
26 DBH shall be the sum of the diameters of all trunks measured at 4.5 feet above  
27 grade.  
28

29 *Native tree* means any tree or palm of the following listed species that are  
30 indigenous to South Florida and meet the size thresholds as follows:

Common Name	Scientific Name	Size
Live Oak	Quercus virginiana	6” DBH
Gumbo Limbo	Bursera simaruba	6” DBH
Slash Pine	Pinus elliottii	6” DBH
Pigeon Plum	Coccoloba diversifolia	4” DBH
Paradise Tree	Simarouba glauca	4” DBH
Wild Tamarind	Lysiloma latisiliquum	4” DBH
Green Buttonwood	Conocarpus erectus	4” DBH
Dahoon Holly	Ilex cassine	3” DBH

Satinleaf	Chrysophyllum oliviforme	3" DBH
Florida Mastwood	Sideroxylon foetidissimum	4" DBH
Mahogany	Swietenia mahagoni	6" DBH
Bald Cypress	Taxodium distichum	6" DBH
Red Maple	Acer rubrum	4" DBH
Cabbage Palm	Sabal palmetto	12' of clear trunk
Thatch Palm	Thrinax radiata	8' of clear trunk
Any other tree that is indigenous to South Florida and listed in the Florida Native Plant Atlas		6" DBH

*Protected tree* means: (i) any listed native tree that meets the size criteria set forth above; and (ii) any swale tree regardless of size.

*Swale tree* means any tree located within the public right-of-way adjacent to a roadway, typically between the sidewalk and the paved roadway.

**Sec. 45-104. Permit requirement.**

(a) No person shall remove, destroy, or relocate any protected tree without first obtaining a tree removal permit from the village, unless otherwise exempt pursuant to Section 45-106 below.

(b) A tree removal permit may be obtained after completing and submitting a permit application to the village's building and zoning department. The permit application shall be deemed complete when the application fee and all information necessary to understand the extent, nature and potential impacts of the proposed removal, destruction, or relocation are received by the village. The permit application information may include, but is not limited to, the following:

1. The property owner's information and location of the tree(s).
2. Tree size, diameter at breast height, and common name or scientific name.
3. A justification for removal, destruction, or relocation.
4. A site plan or photograph showing the tree(s).

- 1           5.     A proposed mitigation plan as required under section 45-109 below.
- 2
- 3           6.     A survey showing the tree or trees to be removed, any relocated
- 4           trees, and any trees proposed for installation.
- 5
- 6           7.     Parcel information including the parcel control number (PNC) and
- 7           street address.
- 8
- 9           8.     A completed application form with the signature of the property
- 10           owner, or authorized agent of the property owner with agent
- 11           authorization letter.
- 12

13       **Sec. 45-105.   Permit fees.**

14

15           The village shall establish a fee schedule for all matters related to tree

16           removal, relocation, replacement, monetary contributions, and administrative

17           reviews.

18

19       **Sec. 45-106.   Exemptions.**

20

21           The following activities are exempt from the permit requirements:

22

- 23           1.     Removal of a tree pursuant from residential property pursuant to
- 24           Section 163.045, Florida Statutes, as amended, if the property owner
- 25           possesses documentation from an arborist certified by the
- 26           International Society of Arboriculture or a Florida licensed
- 27           landscape architect that the tree poses an unacceptable risk to
- 28           persons or property. A tree poses an unacceptable risk to persons or
- 29           property if removal is the only means of practically mitigating its
- 30           risk below moderate, as determined by the tree risk assessment
- 31           procedures outlined in Best Management Practices - Tree Risk
- 32           Assessment, Second Edition (2017). For purposes of this section,
- 33           “residential property” means a single-family detached building
- 34           located on a lot that is actively used for single-family residential
- 35           purposes and is either a conforming use or a legally recognized
- 36           nonconforming use under the village's zoning regulations. Parcels
- 37           or lots that comprise the common elements or community property,
- 38           in whole or in part, of a planned unit development or a mixed-use
- 39           development shall not be considered "residential property" for
- 40           purposes of this exemption.
- 41
- 42           2.     Removal of a tree by the village’s public works department for
- 43           public safety or infrastructure maintenance purposes.
- 44
- 45           3.     Removal of trees that have been destroyed or effectively destroyed
- 46           by an act of god or external forces beyond the control of the property
- 47           owner, where such destruction could not have been prevented with
- 48           reasonable care.
- 49

- 1                   4.     Routine pruning and maintenance that does not result in irreversible  
2                   damage.
- 3
- 4                   5.     Removal of invasive species as listed by the Florida Invasive  
5                   Species Council.
- 6
- 7                   6.     Removal of fruit trees.
- 8
- 9                   7.     Removal of any dead tree.

10  
11     **Sec. 45-107.   Issuance of tree removal permit.**

12  
13                   (a)     The building and zoning director or designee shall review each  
14                   completed permit application using objective criteria determined by the village and  
15                   best practices from biology, botany, forestry, landscape architecture, and other  
16                   relevant fields.

17  
18                   (b)     A tree removal permit may be issued when the application  
19                   requirements are satisfied and one or more of the following conditions exist:

- 20
- 21                   1.     The tree constitutes an unreasonable impediment to an existing or  
22                   proposed permitted use of the property by virtue of its location in a  
23                   buildable area or yard area where structures or improvements are to  
24                   be placed and, at the determination of the village, preservation is not  
25                   feasible under any reasonable alternative.
- 26
- 27                   2.     The tree interferes with utility services.
- 28
- 29                   3.     The tree creates unsafe vision clearances.
- 30
- 31                   4.     The tree conflicts with other village ordinances or regulations.
- 32
- 33                   5.     The tree is a prohibited tree species, listed as a Category 1 Exotic  
34                   Pest & Invasive Plant by the Florida Invasive Species Council (in  
35                   the event of removal of a prohibited tree species, no fee shall be  
36                   required).
- 37
- 38                   6.     The village requires the tree to be removed.

39  
40                   (c)     Upon approval of the permit application, the building and zoning  
41                   director or designee shall approve, approve with conditions, or deny the tree  
42                   removal permit. Tree removal permits shall expire and become null and void if  
43                   work is not commenced within ninety (90) calendar days from the date of permit  
44                   issuance.

45  
46     **Sec. 45-108.   Preservation requirements.**

47  
48                   (a)     To the fullest extent practicable, all development proposals (land  
49                   development applications or building permit applications) shall provide for the

1 protection or relocation of existing trees with a tree disposition plan, as required by  
2 Section 45-86 of this chapter.

3  
4 (b) If a protected tree cannot be preserved under a proposed  
5 development plan, the applicant must demonstrate that they have evaluated  
6 alternative plans that prioritize tree preservation while allowing reasonable  
7 development.

8  
9 (c) Alternative strategies may include, without limitation, one or more  
10 of the following:

- 11 1. Adjusting building orientation.
- 12 2. Modifying lot lines for multi-lot developments, when feasible.
- 13 3. Implementing site design techniques (e.g., pervious pavement,  
14 foundation adjustments) to protect root systems.
- 15 4. Using tree wells, retaining walls, or engineering solutions to  
16 integrate the tree into the development footprint.
- 17
- 18
- 19
- 20
- 21

22 (d) The applicant must demonstrate that preservation is not feasible  
23 under any reasonable alternative. Mitigation as specified in section 45-109 below  
24 is required for tree removal to accommodate new development on improved and  
25 unimproved properties.

26  
27 **Sec. 45-109. Mitigation requirements.**

28  
29 To ensure the continued ecological and aesthetic benefits provided by trees,  
30 mitigation shall be required for all tree removal. Property owners or applicants shall  
31 implement one or more of the following mitigation measures as determined by the  
32 building and zoning director or designee.

- 33 1. *Relocation.* If feasible, relocation of the tree is the village's  
34 preferred mitigation. Relocation should occur on-site when feasible.  
35 If on-site relocation is not feasible, off-site relocation in a village-  
36 approved location is required. Where appropriate, a combination of  
37 on-site and off-site relocation may be considered by the building and  
38 zoning director or designee.
- 39 2. *Replacement.* If relocation is not feasible, the removed tree must be  
40 replaced with native trees (selected from a village-approved list)  
41 such that the total caliper of replacement trees is equal to or greater  
42 than the DBH of the removed tree. Replacement should occur on-  
43 site (preferred) or at a location approved by the village council for  
44 tree mitigation.
  - 45 a. Trees or palms that are relocated and do not survive in the  
46 first nine (9) months from the date of installation shall be  
47
- 48
- 49

1 replaced by the applicant at the applicant's expense.  
2 Replacement trees shall be the same species, or an alternate  
3 species approved by the building and zoning director or  
4 designee.  
5

6 b. The required mitigation ratio for protected trees shall be 1:1  
7 inches DBH.  
8

9 c. All replacement mitigation trees must be planted within  
10 ninety (90) days of the issuance of the tree permit, or prior  
11 to issuance of conditional certificate of occupancy or first  
12 certificate of occupancy, except for tree replacements in  
13 connection with major storm events.  
14

15 3. *Tree trust fund.* If no viable relocation or replacement options exist,  
16 the applicant shall contribute to the village's tree trust fund in  
17 accordance with the adopted fee schedule.  
18

19 4. *Development projects.* If tree removal is proposed as part of a  
20 development project, the village shall consider whether reasonable  
21 modifications to the project design could preserve the tree(s) before  
22 granting approval for removal.  
23

24 5. *Financial hardship.* If an applicant demonstrates financial hardship,  
25 phased replacement or installment contributions to the tree trust  
26 fund may be approved.  
27

28 **Sec. 45-110. Retention of licensed professionals.**  
29

30 The building and zoning director or designee is authorized to engage  
31 services of a licensed landscape architect and/or a certified arborist, as deemed  
32 necessary, to render any determinations required by this article.  
33

34 **Sec. 45-111. Enforcement and Penalties.**  
35

36 (a) All violations of this article shall be enforced through the code  
37 enforcement process or any other lawful means available to the village.  
38

39 (b) In addition to code enforcement proceedings initiated pursuant to  
40 subsection (a) above, unauthorized tree removal may result in the following  
41 additional penalties:  
42

43 1. Triple permit fee for each violation, with each tree  
44 constituting a separate violation;  
45

46 2. Mitigation at an increased ratio of [2:1] inches DBH; and  
47

48 3. The issuance of a stop-work order.

1           **Sec. 45-112. Tree trust fund.**

2  
3           (a) A tree trust fund is hereby established for the purpose of accruing revenues  
4 generated by the receipt of monies collected as mitigation for trees removed. The funds in  
5 the tree trust fund may be used to pay for the following activities:

- 6  
7           1. Purchasing and planting trees on real property within the village;  
8  
9           2. Funding public educational outreach programs;  
10  
11           3. Funding tree giveaways to residents that promote tree preservation; or  
12  
13           4. Supporting urban forestry programs, tree maintenance, and/or preservation  
14 throughout the village.  
15

16           (b) Expenditures from the tree trust fund shall be approved by the village  
17 manager or designee.  
18

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

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

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

29 Section 6. This Ordinance shall take effect 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