

366

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 10, 2025

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department: Office of Financial Management & Budget

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a settlement agreement reducing and releasing two (2) code compliance liens (Case A & B) entered against Wynn & Sons Environmental Construction Company Inc. (Wynn & Sons) on January 16, 2019 (A) and November 6, 2019 (B) upon payment to the County in the amount of \$75,000 and the execution of an easement that will be used by Palm Beach County Water Utilities Department (WUD) for a new water production well.

Summary: On August 15, 2018, a Code Compliance Special Magistrate (CCSM) issued an order giving Wynn & Sons until November 13, 2018 (A) and August 15, 2019 (B) to bring its property located at 7268 Belvedere Road, West Palm Beach into full code compliance. The violations imposed for Case A included: improper outside storage of merchandise/equipment within the required setbacks, absence of proper screening of outdoor storage from all property lines, and the property not being utilized in accordance with the approved Final Site Plan and the Final Regulating Plan. The violations imposed for Case B included: altering and enlarging the primary structure, changing the use of a residential building to office use, installation of a pole barn and modular office trailer without a building permit, and a structure in disrepair. Compliance with the CCSM orders was not timely achieved, and a fine of \$250 per day was imposed in each case. The CCSM executed orders imposing two (2) code liens against Wynn & Sons on January 16, 2019 (A) and November 6, 2019 (B), respectively.

The Code Compliance Division (Code Compliance) issued an affidavit of compliance for the property stating the violations were corrected as of January 24, 2019 (A) and August 14, 2024 (B). The total fine amount for both cases on April 10, 2025, the date on which settlement discussions began, amounted to \$469,165.60. Wynn & Sons has agreed to pay Palm Beach County \$75,000 (16%) and grant an easement to the County on a parcel of property owned by Wynn & Sons located at 2001 State Road 715, Belle Glade, FL (Easement Property) in exchange for the full settlement of the outstanding code compliance liens. This is a commercial property. **District 2 (SF)**

Background and Justification: The owners acquired the property in November of 1997. In July of 2017, Code Compliance discovered that the construction on the Southwest corner of the property was completed without a building permit. Based on research done by the Code Compliance Officer, construction was done in the 1950s, prior to the Wynn and Sons' ownership. Code Compliance issued a Notice of Violation to Wynn & Sons and gave them time to apply for the proper building permits. Between July 2017 and September 2024, Code Compliance made 12 inspections to the property to help cure the violations. The violations were divided into two (2) cases; Wynn & Sons cleared all the issues for Case A and reached compliance in less than two (2) months after the CCSM order. Case B was more complicated and required more extensive professional input. According to co-owner Shawn Free, the other co-owner became gravely ill, impacting the ability to manage the property effectively.

Mr. Shawn Free met with the Office of Financial Management & Budget on April 10, 2025 to discuss a settlement. Wynn & Sons have agreed to pay the County \$75,000 and grant the County an easement on the Easement Property in exchange for a release of the lien. WUD plans to install a new production well on the Easement Property, which will provide an additional source of drinking water for the Glades area, build redundancy into the water system to support Water Treatment Plant No. 11 in the event that a well fails, and reduce the energy and expense needed to treat water drawn from the aquifer. This settlement agreement will allow the County to expeditiously obtain an easement over the Easement Property at no cost to facilitate and improve water services to the community.

Settlement offers that reduce any debt amount due to Palm Beach County by more than \$2,500 require the approval of the Board of County Commissioners, per Countywide PPM CW-F-048.

Attachments:
Settlement Agreement

Recommended by: Shawn Free 5/14/2025
Department Director Date

Approved by: Joe For 5/23/25
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

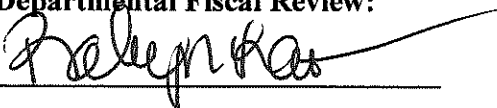
Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues	(75,000)				
Program Income (County)					
In-Kind Match(County					
NET FISCAL IMPACT	(75,000)				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is item included in Current Budget? Yes ☐ No ☒
Is this item using Federal Funds? Yes ☐ No ☒
Is this item using State Funds? Yes ☐ No ☒

Budget Account No.: Fund 0001 Department 600 Unit 6241 Object 5900

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:




III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

ASDCAL 5/14/25
5/13/25 OFMB QB 5/14/25 5/14/25


Contract Dev. and Control 26 5/14/25

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

N/A
Department Director

(This summary is not to be used as a basis for payment)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, (this "Agreement") is executed effective as of June 10, 2025, by and among Palm Beach County, a political subdivision of the State of Florida (the "County") and Wynn & Sons Environmental Construction Co., LLC (formerly known as Wynn & Sons Environmental Construction Co., Inc.)¹ ("Wynn"). The County and Wynn will be collectively referred to as the "Parties."

RECITALS

WHEREAS, on March 25, 2019 and December 27, 2019, the County, recorded in Palm Beach County Official Records Book 30495 Page 1375 and Book 31119 Page 1956, respectively, Orders Imposing Fine/Lien against Wynn, for violations found on the property located at 7268 Belvedere Road, West Palm Beach, PCN# 00-42-43-27-05-006-0205 (the "Property") in Code Compliance Case No.: C-2017-07140024; and

WHEREAS, all violations on the Property have been corrected; and

WHEREAS, fines have accrued in the amount of \$469,166 (the "Lien") prior to the time the violations were corrected; and

WHEREAS, Wynn is seeking a reduction in the Lien; and

WHEREAS, the principals of Wynn own a parcel of property located at 2001 State Road 715, Belle Glade, Florida ("Easement Property"); and

WHEREAS, the Palm Beach County Water Utilities Department is seeking an easement over the Easement Property for the purpose of installing a new production well; and

WHEREAS, the new production well will provide an additional source of drinking water for the Glades area, build redundancy into the water system to support Water Treatment Plant No. 11 in the event that a well fails, and reduce the energy and expense needed to treat water drawn from the aquifer; and

WHEREAS, this Agreement is in the best interest of the County as it allows the County to expeditiously obtain an easement over the Easement Property to facilitate and improve water services to the community; and

WHEREAS, Wynn has provided information to the County regarding mitigating circumstances that support a reduction in the Lien; and

WHEREAS, the Parties wish to compromise and settle the Lien as provided herein; and

¹ On January 20, 2023, Wynn & Sons Environmental Construction Co., Inc. filed Articles of Conversion, converting the corporation to Wynn & Sons Environmental Construction Co., LLC.

WHEREAS, the Lien will be released after the Easement is executed and recorded and \$75,000 is paid to the County.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. WHEREAS CLAUSES ARE INCORPORATED BY REFERENCE.

1.1 The whereas clauses above are incorporated into this Agreement by reference.

2. TERMS OF SETTLEMENT.

2.1 Easement. Within sixty (60) days of the date this Agreement is executed by the Parties, Wynn shall execute and record the Easement and deliver an original to the County. Said Easement shall be in a form substantially similar to the form attached hereto as **Exhibit A**.

2.2 Payment to the County. Within sixty (60) days of the date this Agreement is executed by the Parties, Wynn shall make payment to the County in the sum of Seventy-Five Thousand Dollars and 00/100 (\$75,000).

2.3 Release of Lien. Within thirty (30) days of Wynn's compliance with paragraphs 2.1 and 2.2, the County shall execute and record a release of the liens recorded in Palm Beach County Official Records Book 30495 Page 1375 and Book 31119 Page 1956.

2.4 Breach. If Wynn fails to timely comply with either paragraph 2.1 or 2.2, this Agreement will automatically be null and void and Wynn shall owe the County the full amount of the Lien.

3. METHOD OF PAYMENT TO THE COUNTY.

3.1 All payments to the County shall be made payable to Palm Beach County Board of County Commissioners and shall be delivered as follows: Palm Beach County, Attn: Office of Financial Management and Budget, 301 North Olive Avenue, 7th Floor, West Palm Beach, FL 33401.

4. MISCELLANEOUS.

4.1 Time is of the Essence. Time is of the essence with respect to the performance of this Agreement.

4.2 Venue. The sole and exclusive venue for enforcement of this Agreement and any subsequent court proceedings thereon or relating thereto shall be in the trial courts in and for Palm Beach County, Florida.

4.3 Waiver. The failure of any Party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but the

Parties hereto shall have the right to declare any such default at any time. No waiver by any Party of a default by another Party shall be implied, and no express waiver by any Party shall affect any default other than the default specified in such waiver and then only for the time and extension stated therein. No waiver of any term, provision, condition or covenant of this Agreement by any Party shall be deemed to imply or constitute a further waiver by any Party of any other term, provision, condition or covenant of this Agreement. Notwithstanding any applicable law, the terms of this paragraph and the other provisions of this Agreement may not be waived by any prior, contemporaneous, concurrent, or subsequent course of dealing, course of conduct or trade practice.

4.4 Arms-Length Agreement. The Parties hereto mutually acknowledge and agree that this Agreement and the matters memorialized herein have been fully negotiated at arm's-length. The Parties further stipulate and agree that (a) the choice of law, venue, and jurisdiction clauses contained in this Agreement are reasonable, (b) neither Party had overwhelming bargaining power and (c) all Parties were represented by counsel of their choice or they were fully advised to seek independent legal counsel, had an opportunity to seek independent counsel, and chose not to.

4.5 Entire Agreement. The Parties are not relying upon any prior, contemporaneous, or concurrent oral, tacit, or written representation, statement, letter agreement, understanding, side-deal, inducement, warranty, or utterance as an inducement to enter into this Agreement. The Parties expressly waive any claim for fraudulent misrepresentation or fraudulent inducement relating to entry into this Agreement. This written Agreement constitutes the entire understanding of the parties with respect to the disposition of the matters contained herein and all oral, tacit, or written representations, side-deals, conversations, inducements, understandings, warranties, utterances or agreements made prior to, contemporaneously with, and/or concurrently with the execution and delivery of this Agreement are merged into this written document and are of no further force and effect.

4.6 Modifications. No change, modification, or waiver of any provision of this Agreement or any other agreement shall be valid or binding unless it is in writing and signed by all parties to this Agreement. Notwithstanding any applicable law, the terms of this paragraph and all other provisions of this Agreement may not be waived by any prior, contemporaneous, concurrent, or subsequent course of dealing, course of conduct, or attempted modification.

4.7 Construction. This Agreement was negotiated and prepared jointly by the Parties hereto. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which Party caused such provisions to be drafted. The headings in this Agreement are only for convenience and cannot be used in interpretation.

4.8 Attorneys' Fees. In any proceeding concerning this Agreement, each Party shall bear its own attorneys' fees and costs incurred at the trial and appellate levels.

4.9 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any dispute arising out of, connected with, related to, or incidental to the relationship between the parties in connection with this Agreement, whether arising in tort, contract, equity, or otherwise, shall be resolved in accordance with the internal laws (as opposed to the conflicts of laws provisions) and decisions of the State of Florida.

4.10 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

4.11 Notices. All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance.

For Wynn Florida: PATRECK S. FREE
9764 BREAKER'S WEST TERRACE
WEST PALM BEACH, FL. 33411

For the County: **Palm Beach County**
Planning, Zoning & Building Director
2300 North Jog Road
West Palm Beach, FL 33411
Attn: Whitney Carroll, Director

Palm Beach County
Office of Financial Management and Budget
301 North Olive Avenue
West Palm Beach, FL 33401
Attn: Marie Jasmin

With a copy to: **Palm Beach County Attorney's Office**
301 North Olive Avenue
West Palm Beach, FL 33401
Attn: Shannon Fox, Esq.

or such other addresses which the Parties may designate in writing from time to time, which shall be delivered as provided in this subsection.

4.12 Counterparts. This Agreement may be executed in one or more counterparts and each counterpart shall be deemed to be an original.

The remainder of this page is left blank.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; and an authorized official of Wynn has made and executed this Contract on behalf of Wynn.

ATTEST:

PALM BEACH COUNTY, A
POLITICAL
STATE OF
COUNTY COMMISSIONERS

SUBDIVISION OF THE
FLORIDA, BOARD OF
JOSEPH ABRUZZO, Clerk and Comptroller

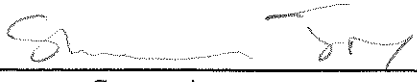
BY: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
Department Director

By: 
County Attorney

WYNN FREE HOLDINGS LLC,
authorized member of WYNN & SONS
ENVIRONMENTAL CONSTRUCTION
CO., LLC:

WITNESS:


Signature


Signature

Karen Castano
Name (type or print)

PATRICK S. FREE
Patrick S. Free

MANAGING MEMBER
Manager

PUBLIC SUPPLY WATER WELLSITE EASEMENT

THIS EASEMENT is made, granted and entered into this 28 day of May, 2025, by Patrick S. Free / Fairlawn's Real Estate LLC (hereinafter referred to as "Grantor"), whose address is 2001 SE 715, Belle Glade, FL 33430, to Palm Beach County (hereinafter referred to as "Grantee", c/o Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a public supply water well easement which shall permit Grantee authority to enter upon the property of the Grantor (see Exhibit "A", attached hereto and made a part hereof, hereinafter the "Easement") at any time to install, operate, monitor, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect water well facilities and appurtenant facilities, pipelines and equipment in, on, over, under and across the easement premises, with full right to ingress thereto and egress therefrom the property solely from State Road 715 and the Western boundary of the Easement area. This Easement area or portion thereof may be fenced in by Grantee for access control purposes.

Grantor, its successor, heirs and/or assigns, hereby agrees to indemnify and hold Grantee harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against Grantee as a result of or in any way connected to the utilization of the wellsite, including but not limited to, impacts to on-site irrigation wells, aesthetic lakes and surface water management systems.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid Easement free and clear of mortgages and other encumbrances.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Karen Castano
Witness Signature

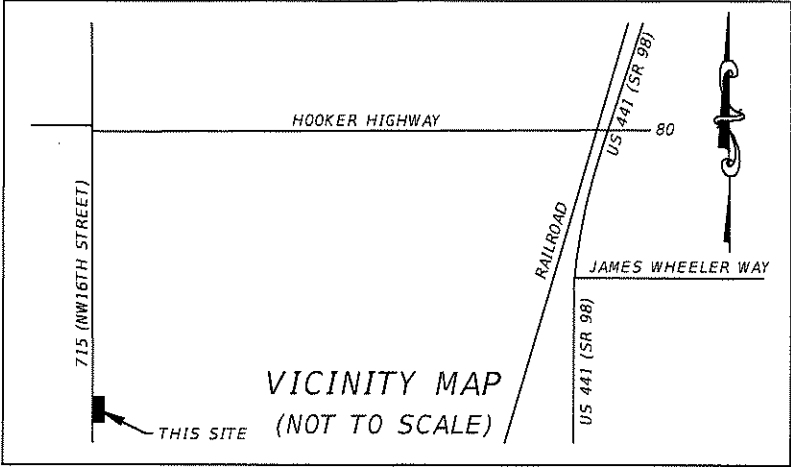
Karen Castano
Print Name

Danny Lustgarten
Witness Signature

Danny Lustgarten
Print Name

GRANTOR:

By: Patrick Shawn Free
Signature
PATRICK SHAWN FREE
Print Name



SURVEY NOTES:

1. THIS IS A SKETCH AND LEGAL DESCRIPTION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
2. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING OF NORTH 89°58'26" EAST ALONG THE SOUTH LINE OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. COPIES OF THIS SKETCH AND LEGAL DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE VERIFIED DIGITAL SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMAL PORTIONS THEREOF.
6. CERTIFICATION IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION AND THAT IT IS NOT A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED.
7. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
8. SEE SHEET 2 OF 2 FOR ABBREVIATIONS.

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°58'26" EAST ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 75.00 FEET TO THE EAST RIGHT OF WAY LINE OF NW 16TH STREET; THENCE NORTH 00°13'56" EAST DEPARTING SAID SOUTH LINE AND ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 60.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°13'56" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET; THENCE N89°58'26"E, A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°13'56" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°58'26" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 6,000 SQUARE FEET (0.14 ACRES MORE OR LESS).

CERTIFICATION:

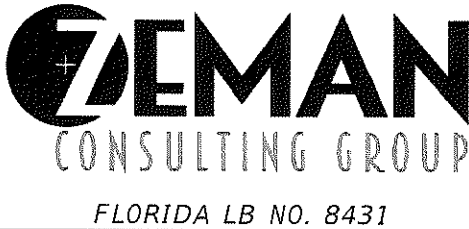
I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 21, 2025 MEETS THE STANDARD OF PRACTICE UNDER RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

Michael E Ross

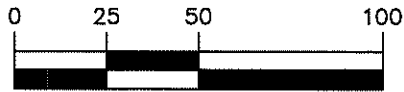
Reason: I attest to the accuracy and
integrity of this document
Date: 2025.05.21 11:58:38-04'00'

MICHAEL ROSS, PSM
REGISTRATION NO. 6622
STATE OF FLORIDA

DATE	REVISION	BY
3970 RCA BOULEVARD, SUITE #7750 PALM BEACH GARDENS, FL 33410 INFO@ZEMANGROUP.COM (561) 223-8035		



PROJECT NO.	23117.28
SCALE	NTS
DRAWN BY	SNMR
CHECKED BY	1 OF 2
SHEET(S)	



SCALE: 1" = 50'

ABBREVIATIONS:

LB LICENSED BUSINESS
O.R.B. OFFICIAL RECORDS BOOK
P.B.C.R. PALM BEACH COUNTY RECORDS
PBCWUD PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
P.C.N. PARCEL CONTROL NUMBER
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
PG. PAGE
R/W RIGHT OF WAY
RNG. RANGE
TWP. TOWNSHIP

WEST LINE SECTION 19
TWP 43S, R37E

STATE ROAD No. 715
(NW 16TH STREET)

EAST RW LINE OF
STATE ROAD No. 715
(NW 16TH STREET)

P.C.N.: 04-37-43-19-00-000-7030
2001 STATE ROAD 715
(O.R.B. 34662, PG. 418, P.B.C.R.)

N89°58'26"E
60.00
N00°13'56"W 100.00'
S89°58'26"W
60.00
S00°13'56"E 100.00'

AREA =
6000 SQ.FT.
(0.14 ACRE)

(BASIS OF
BEARINGS)
N89°58'26"E
75.00

P.O.C.
SW CORNER OF
SECTION 19,
TWP 43S, RGE 37E,

P.O.B.

SOUTH FLORIDA
CONSERVANCY DISTRICT CANAL 1
30' R/W PER FDOT R/W MAP
SECTION 93130-2505

SOUTH LINE SECTION 19
TWP 43S, R37E

P.C.N.: 00-37-43-30-00-000-3010
STATE ROAD 715
(O.R.B. 34998, PG. 869, P.B.C.R.)

DATE	REVISION	BY
3970 RCA BOULEVARD, SUITE #7750 PALM BEACH GARDENS, FL 33410 INFO@ZEMANGROUP.COM (561) 223-8035		

ZEMAN
CONSULTING GROUP

FLORIDA LB NO. 8431

PROJECT NO.	23117.28
SCALE	1"=50'
DRAWN BY	SN
CHECKED BY	MR
SHEET(S)	2 OF 2